

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 12-03MAY12 – Furnishing, Delivery, and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse to Specialized Mechanical Services, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: May 17, 2012
RE: 2nd Reading: 12-03MAY12 – Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

The Bid for the Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse opened in Commission on May 3, 2012. One bid was received. Recommendation for award is Specialized Mechanical Services of Columbia, Missouri for offering the lowest and best bid for Boone County.

Contract is for \$148,226.00 and will be paid from department 6200 – Capital Repairs & Replacements, account ~~71101 – Professional Services~~ and account 91300 – Machinery & Equipment. ~~\$189,946~~ was budgeted for this project.

143,026

cc: Bob Davidson, Facilities
Jason Gibson, Auditor
Bid File

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 **Specialized Mechanical Services, Inc.**, (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 12-03MAY12 – Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid, plans, and specifications for \$148,226.00.

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

Notice to Bidders
Bid Response
Statement of Bidder's Qualifications
Instructions to Bidders
Bidding Guidelines
Bid Forms
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Work Authorization
Insurance Requirements
Contract Conditions
Contract Agreement
Performance Bond
Labor and Material Payment Bond
General Specifications
Technical Specifications
Special Project Conditions
Affidavit – OSHA Requirements
Affidavit – Prevailing Wage
State Wage Rates
Prevailing Wage Order #18
Boone County Standard Terms and Conditions
Federal Grant Requirements for Energy Grant
Buy America Certification

Certification Regarding Lobbying
Federal Wage Determination
Certification Regarding Debarment
Division 15000, Section 15300 – Heating, Ventilating, and Air Conditioning
Division 16000, Section 16100 – Electrical
Division 01000, Section 01045 – Cutting and Patching
Boone County Drawings ME1, ME2, ME3, Sheet S100

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Project Conditions" the work shall be done in accordance with all applicable Missouri laws and regulations.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with 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 in the amount: **\$148,226.00**

One Hundred Forty Eight Thousand Two Hundred Twenty Six Dollars and Zero Cents (\$148,226.00)

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 6/5/2012 at Columbia, Missouri.
(Date)

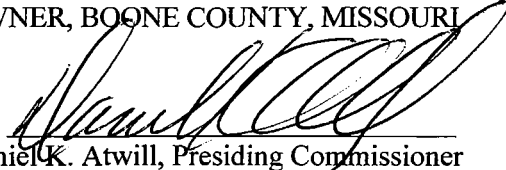
CONTRACTOR:

SPECIALIZED MECHANICAL SERVCIES, INC.

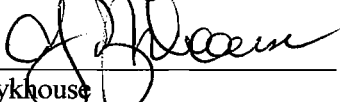
By: 
Authorized Representative Signature

By: Les Wegener
Authorized Representative Printed Name
Title: President

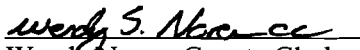
OWNER, BOONE COUNTY, MISSOURI

By: 
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

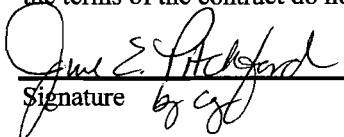

CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

 6/5/12 6200 / 91300 / \$148,226.00
Signature Date Appropriation Account

BID FORM
Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit
in the Boone County Courthouse
Bid Number 12-03MAY12

To: Boone County Annex
Boone County Purchasing Department
613 E. Ash Street, Room 110
Columbia, Mo. 65201

For: Boone County Courthouse
705 E. Walnut
Columbia, MO

Date: 5-2-2012

From: Specialized Mechanical Services Inc hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse, including this Bid Form, Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and any Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required applicable Bonds;

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Project pricing shall be: \$ 148 226.00

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>May 2 - 2012</u>	<u>1</u>
_____	_____
_____	_____

COMPANY NAME: _____ Specialized Mechanical Services Inc _____
ADDRESS: _____ 801 Fay Street Ste B _____
CITY, STATE, ZIP _____ Columbia, MO 65201-4711 _____
PHONE NUMBER: _____ 573-443-4985 FAX: 573-442-6042 _____

AUTHORIZED REPRESENTATIVE: James R Holton
TITLE: Sec/Treas
SIGNATURE: James R Holton

List Project Manager to be assigned to the Project (name and brief experience summary) Bob COLEMAN
Dick HOLTOW 30 YEARS PIPEFITTER
OWNER

List all work to be self performed by the Bidder on this project.
SPRINKLER WORK

List all Sub-Contractors to be utilized on this project.
MEXICO HEATING
McAFEE CON
MEYER ELECTRIC

OFFEROR has examined copy of Addendum #1 to Request for Bid # 12-03MAY12 – Furnishing, Delivery and Installation of Economizer on Existing Air handler Unit in the Boone County Courthouse, receipt of which is hereby acknowledged.

Company Name: Specialized Mechanical Services Inc _____
Address: 801 Fay Street Ste B _____
Columbia, MO 65201-4711 _____
(573) 443-4985 FAX: (573) 442-6042 _____

Phone Number: _____

E-mail address: dickholtow@centurytel.net

Authorized Representative Signature: James Holtow Date: 5-2-2012

Authorized Representative Printed Name: JAMES HOLTOW

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 12-03MAY12 – Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse**

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

The Bidder hereby agrees to complete the work by June 15, 2012.

SECTION III

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

SECTION IV

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

SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the

undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner. Note: Bid bonds not required for projects less than \$25,000.00.

Firm Name: Specialized Mechanical Services Inc
By: James R Holton
(Signature)
James R Holton
(Print or Type Name)
Title: Sec / Treas
Address: 801 Fay Street Ste B
City, State, Zip: Columbia MD 21046
Phone: 573 443 4985
Fax: 573 442 6042
Date: 5-2-2012

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: _____ Specialized Mechanical Services Inc
801 Fay Street Ste B
Columbia, MO 65201-4711 _____
- 2. Business Address: _____
573-443-4985 FAX: 573-442-6042 _____
- 3. When Organized: 1993
- 4. When Incorporated: 1993
- 5. If not incorporated, state type of business and provide your federal tax identification number:

- 6. Number of years engaged in contracting business under present firm name:
19
- 7. If you have done business under a different name, please give name and location:
NO
- 8. Percent of work done by own staff: 10% this project
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
- 10. Have you ever defaulted on a contract? NO
- 11. List of contracts completed within the last four years, including value of each: _____
- 12. List of projects currently in progress: Centurylink, Sinclair Research,

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

James R Holton, being first duly sworn, deposes and
says that he is Sec 2 treas
(Title of Person Signing)

of Specialized Mechanical Services Inc
(Name of Bidder)

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

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

By James R Holton
By _____
By _____

Sworn to before me this 2nd day of May, 2012
Lucinda Jeske
Notary Public
Notary Public
My Commission Expires: 11-4-2012

LUCINDA JESKE
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: November 04, 2012
Commission Number: 08503387

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated May 5, 2012

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

Specialized Mechanical Services Inc 801 Fay Street Ste B
 (If using a fictitious name, show this name above in addition to legal names.) Columbia MO 65201

(If a corporation - show its name above)

ATTEST:

James R. Walton
 (Secretary)

Sec / Treasury
 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 2 day of May, 20 12

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

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

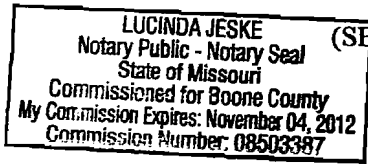
(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the

James R Holton
President or other agent Sec/treas

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

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



Lucinda Jeske Notary Public

My Commission expires 11-4, 20 12.

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

County of Boone)
State of Missouri))ss

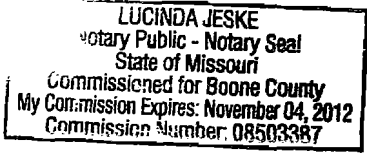
My name is James R Holton I am an authorized agent of Specialized Mechanical Services Inc
801 Fay Street Ste B
Columbia, MO 65201-4711

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

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

Affiant Date
JAMES R HOLTON
Printed Name

Subscribed and sworn to before me this 2nd day of May, 2012
Lucinda Jeske
Notary Public



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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature/Authorized Certifying Official

Leon J. Keller, Vice President

Typed Name and Title

Meyer Electric Company, Inc.
Applicant/Organization

May 3, 2012
Date Signed

Western Surety Company

BID BOND

Bond No. 71266178

KNOW ALL MEN BY THESE PRESENTS, that we, Specialized Mechanical Services, Inc., 801 Fay Street, Suite B, Columbia, MO 65201, as Principal (hereinafter called the "Principal"), and Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077 (hereinafter called the "Surety"), are held and firmly bound unto Boone County Commission, 613 E Ash Street, Columbia, MO 65201, as Obligee, (hereinafter called the "Obligee"), in the sum of 5 % of the amount of the bid described below but not to exceed Five Percent of Amount Bid Dollars (\$ 5 %) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligee for Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid or, in the event of the failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and the next low bid received by the Obligee for the work covered by Principal's bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 3rd day of May, 2012.

Specialized Mechanical Services, Inc.

Principal

By James R. Holton
Title Sec / Treasure

Western Surety Company
By Kris Copra

Kris Copra
Attorney-in-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of Cole } ss.

On this 3rd day of May, 2012, before me personally
appeared Kris Copra, known to, me to be the Attorney-in-Fact of
Western Surety Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone

(Seal)

ALLISON PICKETT
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 10109195
My Commission Expires: 11/03/2014

POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43393321

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

FOUR 4 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
ALLISON L PICKETT KRIS COPRA	DARLA A VELTROP LOUIS A LANDWEHR

in the City of JEFFERSON CITY, State of MISSOURI, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of MARCH 31 2017, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the Bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

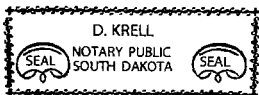
IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA }
 } ss.
COUNTY OF MINNEHAHA }

By Paul T. Bruffat
Senior Vice President

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this * 3rd day of May, 2012

WESTERN SURETY COMPANY

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

By Paul T. Bruffat
Senior Vice President

Form 749-12-2006

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. —>

**TO BE ATTACHED TO ALL MISSOURI POLICIES AND
CONTRACTS**

WESTERN SURETY COMPANY
P.O. BOX 5077
SIOUX FALLS, SD 57117-5077
PHONE: 800-331-6053

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James R Holtow
Signature/Authorized Certifying Official

JAMES R HOLTOW
Typed Name and Title Sec / Treasurer

SPECIALIZED MECHANICAL
Applicant/Organization

5-3-2012
Date Signed

(Please complete and return with Bid)


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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

John D. McAfee, President - McAfee Construction, Inc.
Name and Title of Authorized Representative


Signature

05-03-2012
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert S Miller

Signature/Authorized Certifying Official

Robert S Miller

Typed Name and Title

Mexico Heating Company, Inc

Applicant/Organization

5/3/12

Date Signed



APPENDIX B, 40 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Specialized Mechanical Services Inc

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

James R Helton Signature of Contractor's Authorized Official

James R Helton Name and Title of Contractor's Authorized Official

May 2, 2012 Date

**APPENDIX A – BUY AMERICA CERTIFICATION
(Complete Certification)**

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

YB The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date May 2 2012

Signature James R. Halter

Company Name Specialized Mechanical Services Inc

Title Sec/Treas

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

NO The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date 5-2-2012

Signature James R. Halter

Company Name Specialized Mechanical Services Inc

Title Sec/Treas

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

James R Holton of the (name of company)

Specialized Mechanical Services Inc (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. 18 issued by the Division of Labor Standards on the 10 day of March 2011, in carrying out the Contract and work in connection with

Furnishing Delivery - Installation of Economizer on Existing Air handler
(name of project) Unit in the located at Boone County Court house

(name of institution) Boone County Courthouse Boone County,

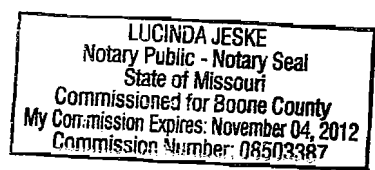
Missouri and completed on the 2nd day of May, 2012.

James R Holton
Signature

Subscribed and sworn to me this 2nd day of May, 2012.

My commission expires 11-4, 2012.

Lucinda Jeske
Notary Public



**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Boone)
State of Missouri))ss

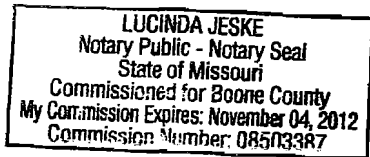
My name is James R Holton. I am an authorized agent of Specialized Mechanical Services (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: Furnishing delivery, - Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

Affiant Date

JAMES R HOLTON
Printed Name

Subscribed and sworn to before me this 2nd day of May, 2012



Lucinda Jeske
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/12

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

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

PRODUCER Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City, MO 65102-1046 Steve M Tade	573-634-2122 573-636-7500	CONTACT NAME: Susie Edwards PHONE (A/C, No, Ext): 573-449-8100 FAX (A/C, No): 573-449-3430 E-MAIL ADDRESS: Susie@winterdent.com														
INSURED Specialized Mechanical Service Inc 801 Fay Street, Suite B Columbia, MO 65201		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : United Fire & Casualty Company</td> <td>13021</td> </tr> <tr> <td>INSURER B : Accident Fund Insurance Co of</td> <td>10166</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty Company	13021	INSURER B : Accident Fund Insurance Co of	10166	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60369269	02/10/12	02/10/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INLIJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			60369269	02/10/12	02/10/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	60369269	02/10/12	02/10/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6053104	02/10/12	02/10/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60369269	02/10/12	02/10/13	Leased/Re 100,000
A	Builders Risk			60369269	02/10/12	02/10/13	BuildersR 100,000

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

CERTIFICATE HOLDER

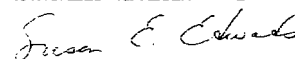
BOONE33

Boone County Purchasing
 613 E Ash St
 Columbia, MO 65201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

Bid Number: 12-03MAY12

CONSTRUCTION BID REQUEST

Bid Documents
General Specifications

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner

OWNER'S REPRESENTATIVE

Karen M. Miller, District I Commissioner

FACILITIES MAINTENANCE / PROJECT MANAGER

Bob Davidson, Facilities Maintenance Manager

BOONE COUNTY PURCHASING

Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

A pre-bid conference has been scheduled for Thursday, April 26, 2012 at 10:00 a.m. at the Boone County Annex Building, Conference Room, 613 E. Ash, Columbia, Missouri.

A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. Bidders are STRONGLY ENCOURAGED to attend this pre-bid conference.

Questions specific to this project should be directed to the Purchasing Department, Melinda Bobbitt, by e-mail: mbobbitt@boonecountymo.org or fax: (573) 886-4390. All questions pertaining to the project should be received by 4:00 p.m. on April 30, 2012.

Bids are due no later than 1:15 p.m., May 3, 2012 in the Boone County Annex building, Room 110, 613 E. Ash, Columbia, MO 65201.

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***For the awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein at the time of contract execution (not with Bid Response) if bid price is \$25,000 or more.**

ADVERTISEMENT FOR BIDDERS

Sealed bids will be received by Boone County Purchasing, Melinda Bobbitt, Director of Purchasing at Boone County Annex, 613 East Ash Street, Room 110, Columbia, MO. 65201, until 1:15. p.m. central time, **Thursday, May 3, 2012** for the Bid Package described herein. Bids will be opened publicly and read aloud at the Boone County Government Center, Commission Chambers shortly after 1:30 p.m. Bids must be received at the 613 E. Ash address by 1:15 p.m. in conformance with the requirements of the bid documents.

**Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse
Bid Number 12-03MAY12**

Request for Bid is available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org or our web page at <http://www.showmeboone.com> / Purchasing / Current Bids.

A pre-bid conference has been scheduled for Thursday, April 26, 2012 at 10:00 a.m. at the Boone County Annex Building, Conference Room, 613 E. Ash, Columbia, Missouri. The purpose of the meeting will be to address any questions or concerns regarding the bid.

The County of Boone reserves the right to reject any and all Bids, to waive informalities therein, to determine the lowest and best bid, and to approve the Bond (if applicable). No Bid may be withdrawn for a period of (45) forty five days subsequent to the specified time for receipt of Bids.

A Bid Bond or Certified Check made payable to the County, in the amount of 5% of the Base Bid(s) shall accompany the following Bid Package as a guarantee that the bidder, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Bidder shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle the Bidder to a return of the deposit or Bid Bond. **Note: Bid Bond is only required to be returned for projects \$25,000 or greater.**

End of Advertisement to Bid

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for 12-03MAY12 –Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

Sealed bids will be accepted until 1:15 p.m. on Thursday, May 3, 2012 at the Boone County Purchasing Office, Boone County Annex, Room 110, 613 E. Ash Street, Columbia, Missouri, 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids will be publicly opened after 1:30 p.m. on May 3, 2012 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not; and also reserves the right to reject any and all bids or waive informalities or irregularities.

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

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

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

Request for Bid is available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org or our web page at <http://www.showmeboone.com> / Purchasing / Current Bids.

A pre-bid conference has been scheduled for Thursday, April 26, 2012 at 10:00 a.m. at the Boone County Annex, Conference Room, 613 E. Ash, Columbia, Missouri. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are STRONGLY URGED to attend.

All questions pertaining to the project should be received by 4:00 p.m. on April 30, 2012 in order to allow an addendum to be prepared.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 12-03MAY12 – Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse**

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

The Bidder hereby agrees to complete the work by June 15, 2012.

SECTION III

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

SECTION IV

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

SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the

undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner. **Note: Bid bonds not required for projects less than \$25,000.00.**

Firm Name: _____

By: _____

(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the **Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse, Bid Number 12-03MAY12** will be constructed, Scope of Work, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda, if any, should be signed and attached to the proposal submitted and considered a part of the contract.

Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

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

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

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

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

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

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract (if bid award is \$25,000 or greater)..

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

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

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

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

1. Bid Response
2. Statement of Bidder's Qualifications
3. Bidding Forms
4. Anti-Collusion Statement
5. Signature and Identity of Bidder
6. Bidder's Acknowledgment
7. Work Authorization Certification
8. *Performance Bond (provided at contract execution by Contractor)
9. *Labor and Material Payment Bond (provided at contract execution by Contractor)
10. Debarment Certification
11. Insurance Certificate (provided at contract execution by Contractor)
12. Affidavit – OSHA Requirements (provided at completion of project by Contractor)
13. Affidavit – Prevailing Wage (provided at completion of project by Contractor)

***FOR THE AWARDED CONTRACTOR, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED HEREIN AT TIME OF CONTRACT EXECUTION (not returned with vendor's bid response).**

1. BIDDING GUIDELINES

The submission of a Bid shall be deemed the Bidders tacit acknowledgement and considered conclusive evidence that:

Each Bidder is responsible for reviewing and taking into consideration all Bid Documents, local regulations and any other reasonably known items that may affect the cost to perform the work.

The Bidder has visited the site and is familiar with all conditions, including the nature, amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its cost.

The Bidder assumes ultimate responsibility for ensuring that they have obtained all bid documents and that all documents are complete.

Compensation will not be awarded to Bidders who have incurred cost for above referenced conditions.

If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents, Specifications or Drawings, the Bidder should immediately contact the Purchasing Director for clarification.

Questions regarding the documents or bidding procedures or requests for interpretations, corrections or changes should be delivered to the Purchasing Director, Melinda Bobbitt, Boone County Annex, Purchasing Department, 613 E. Ash Street, Columbia, MO 65201. Phone (573) 886-4391. Fax: (573) 886-4390; email: mbobbitt@boonecountymo.org

All requests and questions will be received until four (4) days before the opening of bids.

Each contractor shall comply fully with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction on the project.

Interpretations, corrections or changes to the Bid Documents made in any manner other than a written Addenda issued by the Purchasing Department, shall not be binding and Bidders shall not rely upon such interpretations, corrections or changes.

2. BIDDING INSTRUCTIONS

See Bid Form

Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

Each bid must be complete and free from ambiguity and signed by an individual authorized to bind the bidder and if submitted by a partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

The Bidder should submit the Bid Response in an opaque, sealed envelope bearing the name of the Bidder and the Bid Number addressed to:

**Boone County Annex
Purchasing Department
Attn: Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO. 65201**

If the Bidder elects to mail the bid, it must be mailed to the address above.

If the Bidder elects to hand deliver the bid, it must be delivered to the address above.

Any bid received after the due date stated in the Notice to Bidders will be rejected.

All bids must be submitted in strict conformance with the documents contained in or referred to in the Bid Documents.

Bids shall be firm for acceptance within a minimum of (45) forty five days from the bid due date. Failure to provide the minimum quotation validity period may result in the Bidder's proposal being non-responsive and forfeiture of submitted Bid Bonds.

3. BIDDING INDEMNIFICATION

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Bid.

4. BIDDING MODIFICATIONS / WITHDRAWAL OF BIDS

A Bidder may, without prejudice to itself, modify or withdraw its bid form consideration if such a request is made in writing and received by Boone County prior to the due date and time for submission of bids stated in the Notice to Bidders.

Other than delivered, bids will not be considered. Bids already submitted, however, may be modified by fax provided such modification is received by Boone County prior to the bid date due.

5. BID EXPENSE

Any expense or costs incurred by the Bidder in the preparation of and response to the Bid Documents will be at the sole cost and expense of the Bidder.

6. CONTRACT AWARD

In awarding the Contract Work, the Owner will evaluate the price, the completeness of the Bid, the Bidders skill, ability, responsibility, experience, capacity, financial standing, schedule, efficiency and any other factor deemed appropriate by the Owner.

The Owner maintains the following rights and considerations:

- a. To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid that is in any way incomplete or irregular.
- b. To waive any informality or irregularity in any Bid received.
- c. To award all or part of a bid as well as the right to let other contracts in connection with the work.
- d. To award a Contract, based on the bids received, without any further discussion of such bids,

- e. To award individual contracts for the Contract work on the basis of each separate Base Bid amount as itemized on the Bid Form(s) or award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.

7. UNIT PRICES

The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Bid Category (ies) which must be completed by the Bidder as a part of the Bid. If the Unit Prices are not completed, the Bid may not be considered responsive and may be rejected by the County.

It is the intent that all Unit Prices shall completely cover all costs, expenses, overhead and profit for such work.

8. OWNER'S TAX EXEMPTION STATUS

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

BID FORM
Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit
in the Boone County Courthouse
Bid Number 12-03MAY12

To: Boone County Annex
Boone County Purchasing Department
613 E. Ash Street, Room 110
Columbia, Mo. 65201

For: Boone County Courthouse
705 E. Walnut
Columbia, MO

Date: _____

From: _____ hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse, including this Bid Form, Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

- To hold open the Bid for forty five (45) days from the date shown above;
- To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and any Addenda;
- To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required applicable Bonds;
- To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.
- To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Project pricing shall be: \$ _____

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

**List Project Manager to be assigned to the Project
(name and brief experience summary)**

List all work to be self performed by the Bidder on this project.

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

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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

County of _____)
)ss
State of _____)

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

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

Affiant Date

Printed Name

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

Notary Public

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

INSURANCE REQUIREMENTS

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

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

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

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

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

BUILDER'S RISK - The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.

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

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

CONTRACT CONDITIONS

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

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

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

“Engineer” shall mean the authorized representative of the Owner or the Architect for whom the work is to be performed, as the context requires.

“Work” of the Contractor includes labor or material, or both.

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

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

PAYMENTS: The County agrees to pay all invoices within thirty days of receipt of a valid and correct invoice after the completion of the project.

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

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

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

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

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

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

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

DISCHARGE OF EMPLOYEES: Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

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

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

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

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

(Sample) CONTRACT AGREEMENT

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

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

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

Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

Bid Number: 12-03MAY12

and agrees to perform all the work required by the Contract in strict accordance to the Plans and Specifications.

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

Notice to Bidders
Bid Response
Statement of Bidder's Qualifications
Instructions to Bidders
Bidding Guidelines
Bid Form
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Work Authorization Certification
Insurance Requirements
Contract Conditions
Contract Agreement
Performance Bond
Labor and Material Payment Bond
General Specifications
Technical Specifications
Special Project Conditions
Affidavit – OSHA Requirements
Affidavit – Prevailing Wage
State Prevailing Wage Rates
Boone County Standard Terms and Conditions
Appendix A – Buy America Certification
Appendix B – 40 CFR Part 20 – Certification Regarding Lobbying
Federal Wage Determination
Certification Regarding Debarment
Division 15000, Section 15300 – Heating, Ventilating, and Air Conditioning
Division 16000, Section 16100 – Electrical
Division 01000, Section 01045 – Cutting and Patching
Boone County Courthouse Drawings ME1, ME2, ME3, Sheet S100
Notice to Proceed

It is understood and agreed that, except as may be otherwise provided in the General Specifications and the Technical Specifications, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified in the Specifications, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of any plans and the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.

4. Time and Manner of Construction:

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

4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.

4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

5. Construction not in proposal: Contractor also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

- a. The cost of materials shall be determined by the invoices.
- b. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.

Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings (if applicable) are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.

6. The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Architect as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner (if applicable).

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

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

9. The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The Owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

12. Integration; Amendment: It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

14. The Owner agrees to pay the Contractor in the amount of

\$ _____

as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders. Payments shall be made as set out in these Contract Documents, and payment requests shall be made on forms approved by Owner.

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

(Date)

CONTRACTOR:

OWNER:

BOONE COUNTY, MISSOURI

By: _____
Authorized Representative (Signature)

By: _____
Daniel K. Atwill, Presiding Commissioner

Authorized Representative (Print or Type Name)

Title

ATTEST:

Approved as to Legal Form:

Wendy S. Noren, County Clerk

C.J. Dykhouse, Boone County Counselor

AUDITOR CERTIFICATION

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

Signature

Date

Appropriation Amount

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

**Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone
County Courthouse**

Bid Number 12-03MAY12

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

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

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

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

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

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Boone County Courthouse

Bid Number 12-03MAY12

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

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

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

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

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

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

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

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

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 1. - DEFINITIONS

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Owner's representative or the Architect, as the context requires.

SECTION 2. – BID PROPOSAL REQUIREMENTS AND CONDITIONS

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

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty (if bid amount is \$25,000 or greater). The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

SECTION 6 - CONTROL OF MATERIAL

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - PAYMENT

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

1. Failure to properly submit material certifications and substantiating test reports required under Section 6.1.
2. Failure to properly submit certified copies of labor payrolls required under Section 10.
3. Defective work not remedied.
4. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
5. A reasonable doubt that the contract can be completed for the balance then unpaid.
6. Damage to another Contractor.

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

9.3. When the work has been completed and certified by the County, a final invoice will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications.

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

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

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

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

b. On the Project:

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

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

SECTION 12 - PROTECTION OF WORK

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

SECTION 13 - OVERHEAD LINE PROTECTION

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

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

SECTION 14 - OSHA Program Requirements

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

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

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

SECTION 15 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 16 - INTERFERENCE

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

TECHNICAL SPECIFICATIONS

See attached:

Division 15000, Section 15300 – Heating, Ventilating, and Air Conditioning
Division 16000, Section 16100 – Electrical
Division 01000, Section 01045 – Cutting and Patching
Boone County Courthouse Drawings ME1, ME2, ME3, Sheet S100

SPECIAL PROJECT CONDITIONS

SECTION 1 – PROJECT NAME AND LOCATION:

Boone County Courthouse
705 E. Walnut
Columbia, MO 65201

SECTION 2 - GENERAL

The Scope of Work in the bid package includes the following items in addition to all work shown or described in the documents:

- a. All work to be governed by and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.
- b. If a contradiction in the contract documents occurs then the more restrictive interpretation shall prevail and be included in that respective contractor's bid.
- c. The responsibilities of each contractor are intended to coincide to provide a complete and total project. It is the responsibility of each Bidder to become familiar with the Construction Documents for the Project and identify and\y discrepancies or misunderstanding that may exist.
- d. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and insure that these policies are enforced each day.
- e. Consumption of alcohol or drugs on the site will not be permitted. The Owner reserves the right to remove anyone from the site for consumption of alcohol or drugs. Smoking is not allowed within the building.
- f. The Architect / Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and inspection.
- g. The Contractor shall be represented at the site by a competent full-time superintendent / foreman from the beginning of the work until acceptance.
- h. The Contractor and subcontractors are required to attend job progress meetings as required by the Owners representative.
- i. Work hours are 7:00 am until 4:30 pm – Monday through Friday, unless special arrangements are made with the Owners representative.

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20____.

Notary Public

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

Section 010
BOONE COUNTY

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

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

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

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43
All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

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

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

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

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

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

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

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

UTILITY WORK

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

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

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



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or

other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

BOONE COUNTY, MISSOURI

Federal Grant Requirements for Energy Grant

Due to a funding source being identified for use of the project involving Federal funds, the following clauses are required by that federal funding source and/or the Missouri Department of Natural Resources:

Buy America Provisions—

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally-funded projects are produced in the United States, unless a waiver has been granted by appropriate federal agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the County the appropriate Buy America certification (below) with all bids or offers on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Complete Appendix A – Buy America Certification.

Cargo Preference Requirements—

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety –

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation Requirements –

The Contractor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to MO DNR and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Certification Regarding Use of Contract Funds for Lobbying –

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Complete *Appendix A – Certification Regarding Lobbying* and return with bid response.

Access to Records –

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide Boone County, the federal awarding agencies, the Comptroller General of the United States, Missouri Department of Natural Resources or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the federal awarding agency or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the federal awarding agency, the Comptroller General, Missouri Department of Natural Resources or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39 (i)(11).

Federal Changes -

Contractor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between County and Missouri Department of Natural Resources, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Boone County and

understands and agrees that Boone County will, in turn, report each violation as required to assure notification to Missouri DNR and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

Davis-Bacon and Copeland Anti-Kickback Acts -

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The County of Boone shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or

any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County of Boone may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County of Boone for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) **Conflict between Federal Prevailing Wage and Missouri Prevailing Wage** - Notwithstanding anything to the contrary herein, the Contractor must pay the greater of the prevailing wage determination for a particular category as determined under the applicable federal and state wage orders whenever the federal and state wage orders differ.

Contract Work Hours and Safety Standards -

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The County of Boone shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government –

(1) Boone County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Boone County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract .

Program Fraud and False or Fraudulent Statements or Related Acts –

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the awarding federal agency assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by awarding federal agency under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination Clauses –

(1) Termination for Convenience: Boone County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Boone County to be paid the Contractor. If the Contractor has any property in its possession belonging to Boone County, the Contractor will account for the same, and dispose of it in the manner Boone County directs.

(2) Termination for Default: If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Boone County may terminate this contract for default. Boone County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Boone County may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Boone County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Boone County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Boone County, acts of another Contractor in the performance of a contract with Boone County, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the Boone County in writing of the causes of delay. If in the judgment of Boone County, the delay is excusable, the time for completing the work shall be extended. The judgment of the Boone County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Boone County.

Suspension and Debarment –

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Boone County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Boone County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract -

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Boone County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory

performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Boone County. In addition, the is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Boone County and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify Boone County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Boone County.

Incorporation of Missouri DNR, ARRA or other required, federal terms -

The preceding provisions include, in part, certain Standard Terms and Conditions required by the awarding federal agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all federally-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Boone County requests which would cause Boone County to be in violation of the awarding federal agency's terms and conditions.

**APPENDIX A – BUY AMERICA CERTIFICATION
(Complete Certification)**

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

APPENDIX B, 40 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure of failure.]

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Federal Wage Determination:

General Decision Number: MO120036 03/02/2012 MO36

Superseded General Decision Number: MO20100096

State: Missouri

Construction Type: Building

County: Boone County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	02/03/2012
2	03/02/2012

ASBE0001-006 10/03/2011

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.76	18.81
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BOIL0083-005 01/01/2011

	Rates	Fringes
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BOILERMAKER.....	\$ 32.31	23.61
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BRMO0011-002 03/01/2011

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 28.20	13.85
TILE SETTER.....	\$ 28.20	13.85

CARP0010-009 05/01/2011

	Rates	Fringes
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CARPENTER (Including Drywall Hanging, Form Work & Metal Stud Installation).....	\$ 24.09	12.35
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ELEC0257-001 03/01/2011

	Rates	Fringes
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ELECTRICIAN.....	\$ 30.18	12.795
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ENGI0513-002 05/01/2011

	Rates	Fringes
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Power equipment operators:

Backhoe/Excavator.....	\$ 25.81	21.43
Bobcat/Skid Loader.....	\$ 25.81	21.43
Crane.....	\$ 25.81	21.43
Forklift.....	\$ 25.81	21.43
Grader/Blade.....	\$ 25.81	21.43
Loader.....	\$ 25.81	21.43

Paver.....	\$ 25.81	21.43
Roller.....	\$ 25.81	21.43

IRON0396-005 01/02/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 27.51	19.55

* LABO0955-006 03/01/2011

	Rates	Fringes
LABORER (Metal Building Erection Only)		
Asbestos Abatement from Floors, Walls & Ceilings....	\$ 21.36	10.89
Brick & Cement/Concrete Mason Tender.....	\$ 22.36	10.89
Common or General; Asphalt Shoveler; Pipelayer.....	\$ 20.36	10.89

PAIN0002-004 04/01/2011

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 20.80	10.87
Drywall Finishing/Taping....	\$ 20.80	10.87

PAIN0513-002 11/01/2011

	Rates	Fringes
GLAZIER.....	\$ 27.35	17.17

PLAS0518-013 03/01/2011

	Rates	Fringes
PLASTERER.....	\$ 24.29	10.45

PLAS0518-014 03/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.43	10.40

* PLUM0562-001 01/01/2012

	Rates	Fringes
PIPEFITTER, Excludes HVAC Pipe Installation		
Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....	\$ 32.91	17.79
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 34.25	23.18
PLUMBER, Includes HVAC Pipe Installation		
Mechanical Contracts		

including all piping and
temperature control work
\$7.0 million & under.....\$ 32.91 17.79
Mechanical Contracts
including all piping and
temperature control work
over \$7.0 million.....\$ 34.25 23.18

ROOF0020-012 09/19/2011

 Rates Fringes

ROOFER.....\$ 28.05 12.99

SFMO0669-001 04/01/2011

 Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 30.84 17.00

* SHEE0036-002 07/01/2010

 Rates Fringes

SHEET METAL WORKER, Includes
HVAC Duct and System
Installation.....\$ 28.90 13.32

* SUMO2010-035 06/14/2010

 Rates Fringes

OPERATOR: Hoist.....\$ 26.02 13.01
PAINTER: Spray.....\$ 17.78 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The

first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

DIVISION 15000
SECTION 15300
HEATING, VENTILATING, AND AIR CONDITIONING



PART I - GENERAL

1.01 Related Documents

- A. Provision of General Requirements, Division 1, are a part of this section.

1.02 Description of Work

- A. The extent of work is shown on drawings, and includes but is not necessarily limited to the following:
1. Ductwork
 2. Controls (By Owner)
 3. Manual Dampers, Motorized Dampers
 4. Fans
- B. Prior to bidding, all Contractors shall visit the site and become familiar with all existing conditions, which will affect construction procedures and scope of work required as part of this Section.

1.03 Related Work

- A. Power and control wiring
- B. Painting
- C. Cutting and patching

1.04 CODES AND STANDARDS

- A. American Society of Mechanical Engineers
- B. American Society for Testing and Materials
- C. American Society of Heating, Refrigerating and Air Conditioning Engineers.
- D. International Building Code
- E. Sheet Metal and Air Conditioning Contractors National Association.
- F. Underwriter's Laboratories

HEATING, VENTILATING, AND AIR CONDITIONING

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G. NFPA

PART II - PRODUCTS

2.01 Fans

- A. Shall be as scheduled or equal, with backdraft damper, bird screens, disconnect. Provide combination starter/disconnect with on all fans with motors 1 HP or larger for electrical contractor to install.

2.02 Ductwork

- A. Rectangular - shall be galvanized iron fabricated and installed to SMACNA standards. Provide turning vanes in all 90 degrees elbows. Provide all necessary manual volume dampers, turning vanes, volume extractors, etc. as required to properly balance system. Fresh air duct and all duct in unconditioned shall be insulated with 1" ductliner, insulation, with "K" value of .24. Round - Shall be galvanized iron fabricated and installed to SMACNA standards.

2.03 Louvers

- A. Louvers shall be Ruskin #ELF-375 all aluminum with bird screen. Color as selected by Owner.

2.04 Dampers

- A. Manual dampers up to 14" may be single blade. Dampers in ducts over 14" shall be opposed multi-blade with maximum 8" wide blades. Quadrants shall be Duro-Dyne #KP-20 series, or approved equal.
- B. Motorized dampers shall be Furnished by owner's controlcontractor and installed by HVAC contractor.

2.05 Controls

- A. Furnished & installed by owner and coordinated by HVAC contractor.

2.06 Substitutions

- A. All substitutions must be pre-approved by the Engineer prior to bidding. See Division 1 for substitution process.

PART III - EXECUTION

3.01 Manufacturer's Written Installation Instructions

- A. All materials shall be installed as recommended by manufacturer. Nothing in these specifications shall be construed to vary from manufacturer's written installed instructions without written approval from manufacturer.
- B. It shall be the responsibility of this Contractor to coordinate with the other trades for clearance, elevations, etc., before the installation of any material. Where conflicts exist the Engineer shall be notified before installing material. Changes required in work specified in this Section caused by neglect to do so shall be made at no cost to the Owner.
- C. Arrange with Contractors of other trades for installation of built-in items, blocking, and additional necessary supports.

3.02 Heating/Air Conditioning

- A. Furnish and install complete and operable heating/air conditioning system, consisting of dampers, fans, air distribution, etc.

3.03 Noise and Vibration

- A. It is the specific intent of these specifications and design conditions that the system including equipment, piping and other parts, shall be noiseless and free of vibration as a result of the new installation in the building. It shall be the responsibility of this Contractor to correct these conditions at no cost to the Owner.

3.04 Wiring Diagrams

- A. Furnish complete wiring diagrams for all equipment furnished by this Contractor. Submit wiring diagrams to Engineer with equipment submittals for approval.

3.05 Electrical Equipment

- A. Starters and thermal protective devices not a factory mounted integral part of equipment specified in this Section shall be furnished by this Contractor for installation by the Electrical Contractor.

3.06 Testing, Adjusting and Air Balancing

- A. All systems and equipment shall be put into operation and shall continue to operate for at least three, eight-hour periods until all adjusting, balancing, testing, demonstrations, instruction and cleaning of system have been completed. Testing and balancing to be done by a certified balancer. Submit SMACNA air balance report for approval by Engineer.

3.07 Operating Instructions and Maintenance Data.

- A. Upon completion and acceptance of the work by the Owner, the Contractor shall provide an experienced Engineer to instruct the Owner's operators in operation of entire installation. Instruction period shall be for a period of one (1) eight-hour working day. Contractor shall provide four(4) sets of 8 1/2" x 11" typed operating and maintenance instructions. Sample maintenance instructions will be provided by Engineer upon request. Contractor shall also include wiring diagrams of all controls in each set of maintenance instructions.

3.08 Clean-up

- A. Upon completion of work under this Section, all unnecessary equipment, materials, rubbish, etc., shall be removed from project site and surrounding area leaving site in a safe and cleared condition.

3.09 Temperature Controls

- A. Furnished and installed by Owner.

3.10 Cutting, Patching and Piercing

- A. Obtain written permission of the Engineer before cutting or piercing structural members. If, in the process of the mechanical work, ducts, piping or equipment need to be installed in an area after it has been completed, the area shall be left in the same condition it was originally. Patching and/or refinishing will be determined by the Engineer.

3.11 Access

- A. Equipment, valves and devices shall be mounted in a manner which provides adequate maintenance, inspection access and work space. Where access is required for adjustment, cleanout, inspection of maintenance and such access is not otherwise available, access panels shall be furnished and installed. Panels shall be selected by the Engineer.

3.12 Building Openings for Admission or Installation of Equipment

- A. The Contractor shall ascertain from his examination of the existing conditions whether any special temporary or permanent openings in the building for the admission or installation of apparatus furnished under this Contract will be necessary and he shall notify the owner accordingly.

3.13 Cutting, Sleeves, Inserts, Anchor Bolts and Escutcheons

- A. In placing sleeves, inserts, anchor bolts and any other material, the Contractor shall cooperate with all other trades and shall consult with the Engineer in regard to their exact location whenever there is any interference with structural members.
- B. The Contractor will be held responsible for locating and maintaining in proper position, sleeves, inserts and anchor bolts supplied and/or set in place by him. In the event that failure to do so requires cutting and patching of finished work, it shall be done at the Contractor's expense.
- C. All pipe passing through floors, walls or partitions shall be provided with sleeves having an internal diameter 1" larger (unless specifically indicated otherwise) than the outside diameter of the pipe. All holes cut in floor panels shall be core drilled.
- D. Sleeves through outside walls shall be Schedule 40 black steel pipe. Sleeves shall extend 1/2' beyond each side of the wall. The space between the sleeve and the pipe shall be packed and made water tight with a waterproof compound.
- E. Sleeves through masonry floors, interior masonry walls, or fire walls shall be Schedule 40 steel pipe set flush with finished wall or ceiling surfaces, but extending 2" above finished floors.
- F. Sleeves through interior partitions shall be 22 gauge galvanized sheet steel set flush with finished surface of partitions.
- G. Inserts shall be individual or strip type of pressed steel construction with accommodation for removable nuts and threaded rods up to 3/4" in diameter, permitting lateral adjustment. Individual inserts shall have an opening at the top to allow reinforcing rods to be passed through the insert body and shall be similar to Fee and Mason Fig 188 or equal for equipment suspension and Fig. 9000 or equal for pipe suspension.
- H. Where sleeves or inserts are placed in interior walls or partitions, the openings shall be completely sealed with Fiberglass to prevent sound transmission.

Where sleeves are placed in fire rated walls, they shall be packed with high temperature mineral wool and non-flammable sealant.

- I. Furnish and install escutcheons where uninsulated pipes pass through finished walls, floors or ceilings. Escutcheons shall be chrome plated brass, firmly secured to the pipes and of sufficient out side diameter to amply cover the sleeved openings for the pipes. Escutcheon plates shall be as manufactured by Crane Company or equal.

END OF SECTION

DIVISION 16000
SECTION 16100
ELECTRICAL

PART I - GENERAL

1.01 Related Documents

- A. Provisions of General Requirements, Division 1, are a part of this section.

1.02 This work shall included, but not necessarily be limited to furnishing and installing:

- A. Wiring
- B. Conductors and Conduit
- C. Fused Disconnects.
- D. Wiring Devices, Fuses.
- E. Wiring for Equipment Furnish by Others.
- F. Grounding
- G. Drawings of Record
- H. Prior to bidding, all Contractors shall visit the site and become familiar with all existing conditions, which will affect construction procedures and scope of work required as part of this Section.

1.03 Codes and Standards

- A. National Fire Protection Association - National Fire Code.
- B. National Electrical Code
- C. Building Officials and Code Administrators International, Inc.
- D. Underwriter's Laboratories
- E. National Electric Safety Code

- 1.04 Shop Drawings shall be submitted to the Engineer for approval. The Contractor shall be responsible for quantities and dimensions. The Contractor shall check all shop drawings prior to submission to the Engineer.
- 1.05 The Contractor shall follow the drawings in the layout of his work and shall consult general construction drawings, mechanical drawings and all other drawings for this project to determine all conditions affecting the electrical work. The drawings are not to be scaled and the Contractor shall verify spaces in which the electrical work is to be installed.
- 1.06 The Contractor shall take measurements and make layouts as required for the proper installation of the work and coordination with all other work on the project.
- 1.07 Related Work
 - A. Mechanical Equipment
 - B. Painting by Painting Contractor

PART II - PRODUCTS

2.01 Wire and Cable

- A. Low voltage wire and cable
 - 1. All wire and cable installed under this contract shall be Southwire, Anaconda, Triangle or approved equal, complete with non-fading type color coding system as set forth by National Electric Code. General interior wiring shall have 600 volt insulation, THHN. Wiring in wet and damp locations shall be THWN.
 - 2. Wire shall be soft annealed copper conforming to current requirements of National Electrical Code, and shall be Brown & Sharp (B&S), or American Wire Gauge (AWG) gauges unless specifically indicated on the Drawings. NO ALUMINUM WIRE SHALL BE USED. Wire smaller than #12 gauge shall not be used.

2.02 Connectors

- A. Shall be "Scotch Lok" for up to #8 wire and Weaver, or approved equal, split bolt or set screw type connectors for #6 wire and larger.

2.03 Conduit

- A. EMT electrical metallic tubing, Republic "Electriunite", National, Triangle.

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- B. Rigid galvanized conduit, Republic "Galvanite", National, Triangle, with threaded fittings.
- C. Flexible metal conduit, "Greenfield".
- D. Carlon, or approved equal, Schedule 40 non-metallic conduit and fittings.
- E. Metal Clad (Type MC) cable and fittings manufactured by AFC, or approved equal.

2.04 Outlet, Junction and Pull Boxes

- A. Outlet boxes shall be galvanized or sherardized, one-piece pressed steel of sectional type or non metallic (Carlon), of size most suitable for the outlet used. Boxes shall be equipped with plaster rings, extension rings, bar hangers and fixture studs as may be required. Junction or pull boxes, either flush or surface mounted, as indicated or required, shall be of adequate sizes to accommodate the conductors installed therein. Junction and pull boxes shall comply with the National Electrical Code as to construction.

2.05 Lighting and Power Panelboards and Fuses

- A. Existing panels are Square D.
- B. Fuses shall be Bussmann as follows or as noted on Drawings. Fuses 60 amps and above shall be NEMA class L Hi-cap "KRP-C" fuses with time delay. Fuses feeding circuit breaker panels shall be Limitron fuses, "KTN" for 250 volts. Fuses on power feeders shall be Fusetron Dual-Element fuses in the 0-60 amp sizes, "FRN" for 250 volts, and Low-Peak Dual Element fuses in the 70 to 600 amp sizes, "LPN" for 250 volts.
- C. Existing panels are 4-wire, 227/480 volt, grounded neutral, 3 phase power and 4-wire 120/208 volt, grounded neutral, 3 phase power.
- D. Cabinets shall conform to NEMA standards, and be constructed of code gauge galvanized sheet steel with single door flush or surface trim as indicated on the Drawings.
- E. Cabinet trim shall have gray lacquer finish.
- F. Panels shall have aluminum bus bars, ground bars, and neutrals.

2.06 Substitutions

- A. All substitutions must be pre-approved by the Engineer prior to bidding. See Division 1 for substitution process.

PART III - EXECUTION

3.01 Manufacturer's Written Installation Instructions

- A. All materials shall be installed as recommended by manufacturer. Nothing in these specifications shall be construed to vary from manufacturer's written installed instructions without written approval from manufacturer.
- B. It shall be the responsibility of this Contractor to coordinate with the other trades for clearance, elevations, etc., before installation of any material. Where conflicts exist the Engineer shall be notified before installing material. Changes required in work specified in this section caused by neglect to do so shall be made at no cost to the Owner or Engineer.
- C. The Contractor shall verify the voltage phase full-load current and exact location of all electrical equipment before rough-in.
- D. Arrange with Contractors of other trades for installation of built-in items, blocking, and additional necessary supports.

3.02 Wire and Cable Installation

- A. Unless specifically indicated on Drawings, all wire and cable installed in ordinarily dry locations above base slab shall be Type THHN. Unless specifically indicated on Drawings, all wire installed below grade in slab or grade or in areas subjected to possible condensation, moisture, or weather shall be Type THWN.
- B. All wiring shall be in conduit, or shall be type MC cable. See "Conduit" below.
- C. All wiring shall be continuous between boxes with out any splices in conduit or frame spaces.

3.03 Conduit Installation

- A. Conduit for general use concealed inside building as shown on Drawings shall be EMT or type MC cable.

- B. All conduit for installation exposed or exterior to structure, or within concrete construction or as shown on Drawings, shall be rigid galvanized or Schedule 40 PVC as approved by Engineer.
- C. Conduit smaller than 1/2" shall not be used. Flexible conduit (Greenfield) may be used in short lengths (maximum 6') for fixture connections, motor connections and other special connections as approved by Engineer.
- D. Conduit shall be concealed in finished spaces, except where noted otherwise on Drawings. All exposed conduit shall be as approved by Engineer and shall be installed in a neat and workmanlike manner with conduit runs parallel to building lines.
- E. Conduit shall run continuous between outlets, boxes and cabinet, and each conduit run shall have not more than three 90 degree bends between termination points. Conduit shall bend without crimping or flattening to provide a smooth and even turn with bend radius as great as possible, never shorter than that used in corresponding trade elbow. Conduit bends in which interior enamel has flaked will not be permitted.
- F. Conduit shall be supported individually by use of bolted metal clamp type hangers at intervals not exceeding 8'-0" with each hanger rigidly attached to building construction. Vertical conduit supports, where required, shall be clamps attached to structure in an approved manner.
- G. Conduit ends shall be reamed and all burrs removed prior to installation, and all conduit shall be kept clean and dry during construction by use of caps and plug. Junction or pull boxes shall be installed as required to facilitate ease of wire pulling. Insulating bushings shall be provided on all conduits at points where entering metal enclosures to prevent abrasion and damage to insulation of wire and cable.

3.04 Outlet, Junction and Pull Box Installation

- A. The size of each box shall be determined by the number of wires and conduits, or size of conduit entering the box, but shall be not less than 3 1/4" octagon or 4" square with ring.
- B. All single to four-gang outlet boxes required in unplastered masonry walls shall be 3 1/2" deep solid type with square corners. All plaster and masonry rings or boxes shall be flush or not more than 1/4" behind the finished surfaces.
- C. All boxes shall be securely anchored to masonry or frame construction.

3.05 Locations of Outlets and Equipment

- A. The Contractor shall coordinate his work with that of other trades in order to provide a proper installation of electrical equipment in keeping with the intent of the Drawings and Specifications. Minor changes relative to the location of electrical equipment may be made by Owner's Representative to comply with structural and building requirements as determined in the course of construction.

3.06 Panel Circuit Directory

- A. Provide a typewritten and laminated directory on inside of cabinet door on all panels designating rooms, outlets and equipment served by each new branch circuit of the panel.

3.07 Grounding

- A. The complete new electrical installation, including metallic boxes and equipment shall be permanently and effectually grounded in accordance with all code requirements, whether or not such connections are specifically shown and/or specified.
- B. Every branch and feeder conduit shall contain a green insulated code sized grounding conductor. Care shall be taken to keep the system neutral conductor separate from the equipment ground except at the point of system derivation.

3.08 Cutting and Patching

- A. Contractor shall perform all cutting and patching as required for all electrical work inside and outside of building.
- B. All conduit penetrations of rated walls will be sealed.

3.09 Wiring of equipment Furnished by Others

- A. Electrical Contractor shall do all power wiring except factory prewired equipment.
- B. Furnish and install disconnects at all equipment not furnished with disconnect. Coordinate with HVAC Contractor to ensure all equipment has a properly sized electrical disconnect at the unit.
- C. Starters and thermal protective devices not a factory mounted integral part of equipment furnished by Section 15000, shall be furnished by the HVAC Contractor but installed and wired by the Electrical Contractor.

3.10 Drawings of Record

- A. A blueline or blackline copy of Drawing shall be kept at the job site at all times for the sole purpose of recording horizontal and vertical location of all below grade electrical wiring, referenced to permanent visible structures. At completion of job, neatly record all dimensions and submit for approval by Engineer.

3.11 Clean Up

- A. Upon completion of work under this Section, all unnecessary equipment, materials, rubbish, etc., shall be removed from project site and surrounding area leaving site in a safe and cleared condition.

3.12 Equipment Label Installation

- A. Front cover of each panel, fused disconnect, and other electrical equipment shall have a mechanically attached name plate indicating name/number of panel and second nameplate on subpanels indicating "Fed from (panel #)". Panel nameplates shall have 3/4" letters and secondary nameplates shall have 1/2" letters. Seton #818-2, or approved equal, 1/2" x 4".

3.13 Materials and Workmanship

- A. Only new, clean and perfect equipment, apparatus, materials and supplies of latest design and manufacture shall be incorporated in the work in order to assure an electrical system of high quality.
- B. All materials shall be new, shall bear the Underwriters Label of Approval and shall be installed according to manufacturer's specifications or as directed by the Engineer. The Contractor shall assume responsibility for proper installation of materials in the space available.

3.14 Erection of Apparatus

- A. All work shall be done under the supervision of the Contractor who shall provide foremen to lay out all work. All work shall be laid out with due regard for proper working clearances about electrical equipment and the space requirements of the other Contractors. The Contractor shall immediately report to the Engineer any conflict or difficulties in regard to the installation.
- B. Lighting fixtures, motor switches or controllers, switches, boxes panels, and other electrical apparatus shall be set, mounted, positioned, coupled, connected, assembled or otherwise erected or constructed as recommended by the

manufacture or designer thereof, unless approved by the Engineer for erection in some other manner.

- C. Where crowded locations exist and where there is a possibility of conflict between the trades, the Contractor shall coordinate the exact locations of electrical work with the other trades. After consultation and agreement between the trades, the location shall be approved by the Engineer before installation of the work.
- D. Equipment of a type that requires replacement, servicing, adjusting, or maintenance shall be located to allow easy access and space for removal of internal assemblies if required.

3.15 Cutting, Patching And Piercing

- A. Obtain written permission of the Engineer before cutting or piercing structural members. If, in the process of the electrical work, circuits or equipment need to be installed in an area after it has been completed, the area shall be left in the same condition it was originally. Patching and/or refinishing will be determined by the Owners Representative. Sleeves through floors and walls to be black iron pipe flush with walls, ceilings or finished floors, sized to accommodate the raceway.
- B. Use care in piercing waterproofing. After the part piercing the waterproofing has been set in place, seal opening and make completely watertight.
- C. Provide chrome-plated spring-clipped escutcheon plates where exposed pipe passes through finished walls, floors or ceilings. Cover sleeves and entire opening made for the pipe with escutcheon plates. Provide air and watertight conduit openings through floor slabs, masonry walls and continuous partitions. Tightly caulk space between conduit and building materials with non flammable sealant.

3.16 Access

- A. Equipment, valves and devices shall be mounted in a manner which provides adequate maintenance, inspection access and work space. Where access is required for adjustment, cleanout, inspection of maintenance and such access is not otherwise available, access panels shall be furnished by Division 16 for installation by the Division 5. Panels shall be selected by the Engineer.

3.17 Cleaning of Equipment and Removal of Rubbish

- A. All fixtures, panelboards, motors and all other electrical equipment furnished or installed by the Contractor shall be thoroughly cleaned. At the completion of his work, the Contractor shall remove from the buildings and the premises all rubbish and debris resulting from his operations and shall leave all material and equipment furnished by him and the space occupied by them absolutely ready for use.
- B. Under no circumstances shall rubbish be allowed to accumulate in the building or on the premises. All dirt and rubbish resulting from the Contractor's work shall be removed by this Division from time to time and as often as directed by the Engineer and Owner's representative.

3.18 Painting

- A. All items not provided with a corrosion-resistant finish shall be painted. All electrical control equipment, panels and supporting framework shall have a light gray enamel finish which may be the manufacturer's standard gray, if acceptable to the Engineer. Where the finish becomes scratched or marred, it shall be touched up or repainted to match the original finish as directed by the Engineer. Particular caution shall be exercised so as not to obscure the nameplate data.
- B. All painting other than touch-up of factory finishes shall be by Division 9.

3.19 Tests

- A. The entire system shall be tested, demonstrated and explained to such personnel as the Engineer shall designate. The Contractor will be required to make the following checks and tests with his instruments as required:
 - 1. Motors shall be checked for proper direction of rotation and corrected if necessary.
 - 2. Grounds shall be checked and the resistance to ground shall not be more than 10 Ohms.

3.20 Guarantee

- A. The Contractor shall guarantee by his acceptance of this Contract that all work installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified. If, during a period of one year, or as otherwise specified, from date of Certificate of Completion and acceptance of work, any such defect in workmanship, material or performance appears, the Contractor will without cost to the Owner, remedy such

defects within a reasonable time as specified in notice from the Engineer. In default thereof, the Owner may have work performed and charge the total cost to the Contractor.

3.21 Maintenance Schedule and Operating Instructions

- A. After the project is completed, Contractor shall be required to furnish four (4) copies of instruction sheets to the Owner for the proper maintenance of electrical equipment and systems furnished and installed by him.
- B. The Contractor shall be required to instruct Owner's operating personnel in the proper operation of electrical systems.
- C. Contractor shall turn over to the Owner all spare parts furnished by manufacturer and those specifically called for in the Specifications. All spare parts shall be properly identified as to the catalog number, manufacturer and the equipment for which they are used.

3.22 Manufacturer's Guarantee and Warranty

- A. Manufacturer's equipment guarantee shall be obtained for at least one year. When manufacturer's standard guarantee is for a longer period, or if longer period is called for in the Specifications, this period shall apply and such items, if defective, shall be replaced in accordance with the terms written in the manufacturer's specifications.
- B. Manufacturer's certificates of warranty shall be provided for all major pieces of equipment and such written certificates shall be turned over to the Owner prior to the final acceptance of the Project.

3.23 Electrical Circuitry for Equipment

- A. The electrical circuits, components, and controls for all equipment are selected and sized, based on the equipment specified. If substitutions and/or equivalent equipment are furnished, it shall be the responsibility of all parties concerned, involved in, and furnishing the substitute and/or equivalent equipment to verify and compare the electrical characteristics and requirements of that furnished to that specified and/or shown. If greater capacity or more materials or labor is required for the rough-in, circuitry or connections than for the item specified and provided for, then it shall be the responsibility of the parties involved in providing the substitute and/or equivalent items of equipment to provide all compensation for additional charges made for the proper rough-in, circuitry and connections for

the equipment furnished. No additional charges shall be made to the Base Bid price or to the Owner.

- B. Before rough-in of circuitry or connecting to equipment, the Contractor shall verify the electrical characteristics and requirements of the equipment being furnished, and for that specified and shown on drawings.

3.24 Operating Instructions and Maintenance Data.

- A. Upon completion and acceptance of the work by the Owner, the Contractor shall provide four(4) sets of 8 1/2" x 11" typed operating and maintenance instructions. Sample maintenance instructions will be provided by Engineer upon request. Contractor shall also include wiring diagrams of all controls in each set of maintenance instructions.

END OF SECTION

DIVISION 01000
SECTION 01045
CUTTING AND PATCHING

PART I - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Conditions, Special Conditions, and instructions to Bidders are part of this Division of the Specifications and shall be consulted as to detail as they apply to all work in this Division of the Specifications.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching. Cutting and patching work includes:
 - 1. Cutting and patching of walls (including masonry), floors and roof deck assemblies as required to provide access for new ductwork and piping. Include refinishing and painting where surfaces are left exposed.
 - 2. Cutting preparation and repair of roof deck system (metal or concrete roof deck, insulation and roofing membrane) for installation of framing for roof mounted mechanical equipment.
 - 3. Modifications to roofing, including installation of flashing avoiding compromise of roofing warranty.
 - 4. Removal and replacement of ceiling tile to access mechanical and electrical work including replacing damaged or soiled tile caused by Contractor operations.

- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

- B. **Operational Limitations:** Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Membranes and flashings.
 - c. Fire protection systems.
 - d. Control systems.
 - e. Communication systems.
 - f. Electrical wiring systems.

- C. **Visual Requirements:** Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Consultant's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.04 WARRANTY

- A. **Existing Warranties:** Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing, including roofing.
 - 1. Retain the original Installer to cut and patch the roofing. If it is impossible to engage the original Installer, engage roofing company authorized to perform the work without compromising or voiding warranty.

PART II - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces. Use materials whose installed performance will equal or surpass that of existing materials.

PART III - EXECUTION

3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building until provisions have been made to bypass them.

3.03 PERFORMANCE

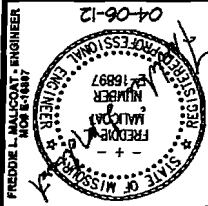
- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance, of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 2. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat. Match existing colors.
 - 3. Re-hang or replace existing ceilings as necessary to restore to original condition of uniform appearance.

3.04 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe or duct covering to its original condition.

END OF SECTION



BOONE CO. COURTHOUSE
 ECONOMISER INSTALLATION
 COLUMBIA, BOONE COUNTY, MO

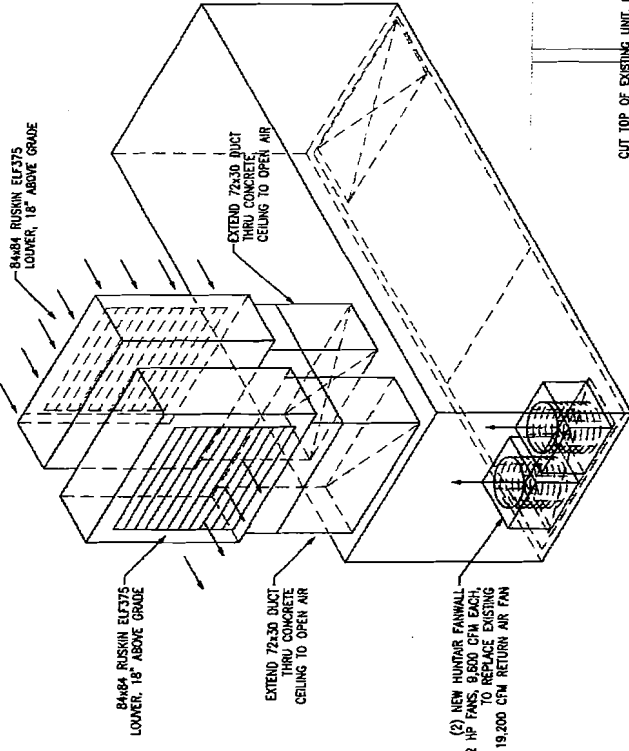
MALCOAT - WINSLOW ENGINEERS, P.C.
 MISSOURI STATE CERTIFICATE OF AUTHORITY #000421
 5649 N. CLEVENOR ROAD
 COLUMBIA, MISSOURI 65202
 TEL. 573-875-1300
 FAX 573-875-1309
 FREDDIE MALCOAT, P.E.

CONTRACTOR SHALL CHECK ALL DIMENSIONS & VERIFY JOB SITE CONDITIONS AT JOB SITE.

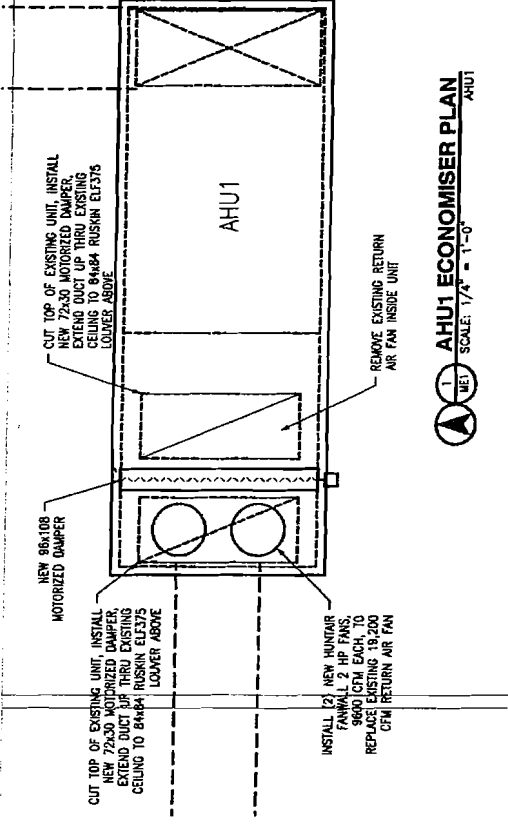
DATE: 04-05-12
 REVISIONS:
 TITLE: ECONOMISER PLAN
 SHEET: ME1
 PROJECT: 11181

GENERAL NOTES:

1. MOTORIZED DAMPERS BY CONTROL CONTRACTOR.
2. CONNECT NEW MOTORS TO EXISTING R.A. FAN POWER SUPPLY.
3. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.



AHU1 ECONOMISER PLAN
 AHU1
 NO SCALE



AHU1 ECONOMISER PLAN
 AHU1
 SCALE: 1/4" = 1'-0"

04-06-12

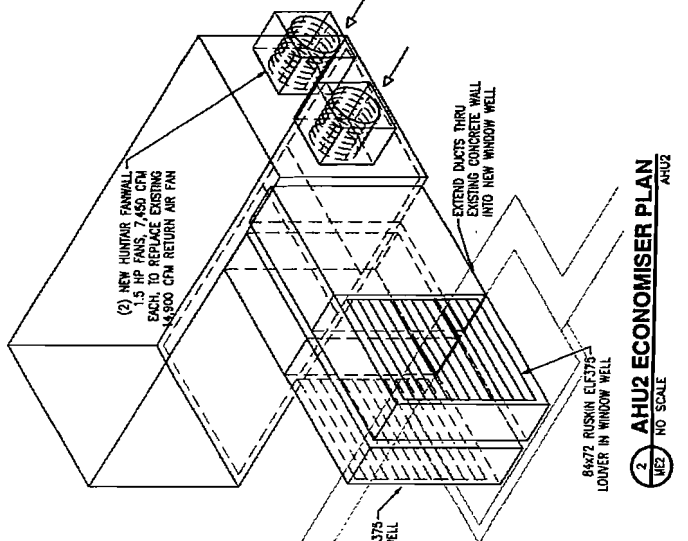
FREDDIE L. MALICOAT, P.E.
REGISTERED PROFESSIONAL ENGINEER
NUMBER 16897
COLUMBIA, MISSOURI

CONTRACTOR
FREDDIE MALICOAT, P.E.
COLUMBIA, MISSOURI 65202
TEL 573-875-1300
FAX 573-875-1305
JOB SITE

BOONE CO. COURTHOUSE
ECONOMISER INSTALLATION
COLUMBIA, BOONE COUNTY, MO

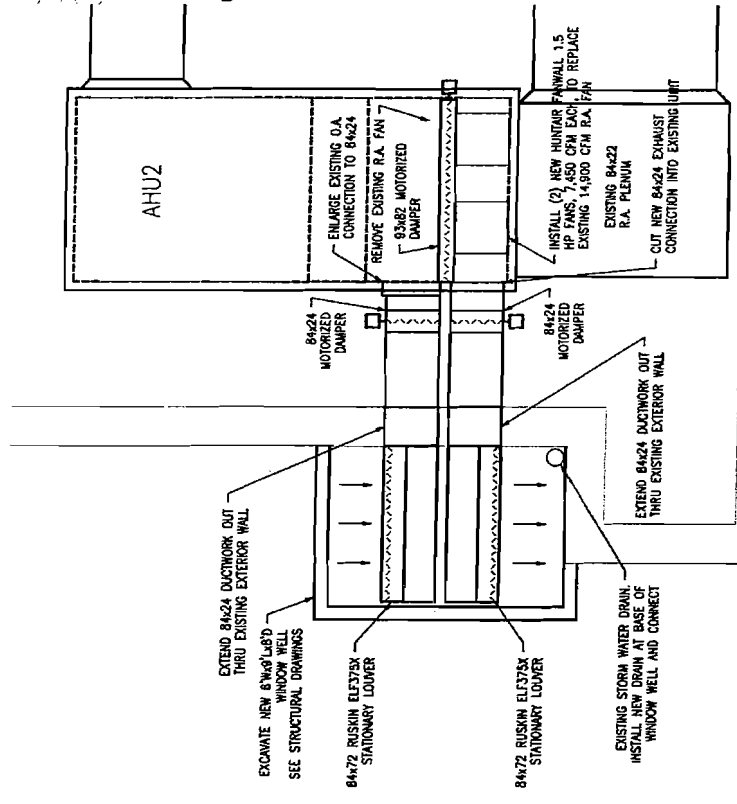
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REVISIONS:

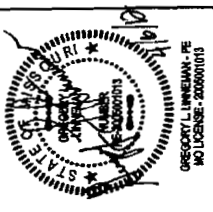
TITLE: ECONOMISER PLAN
SHEET: ME2
PROJECT: 11181



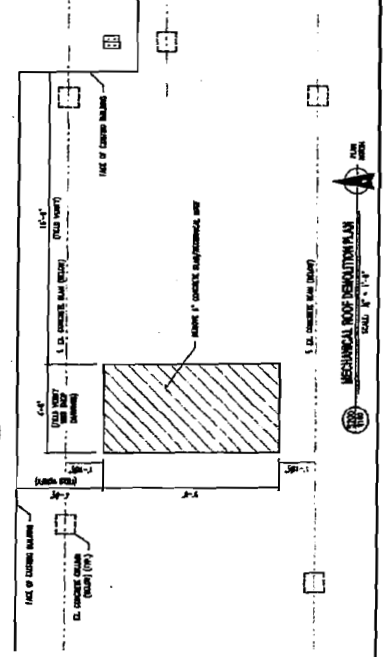
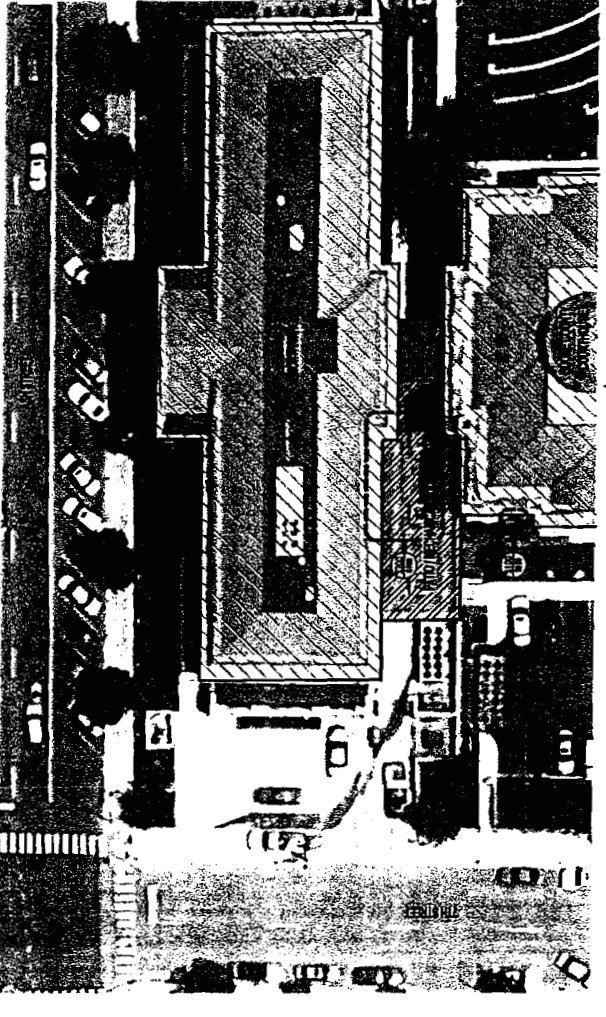
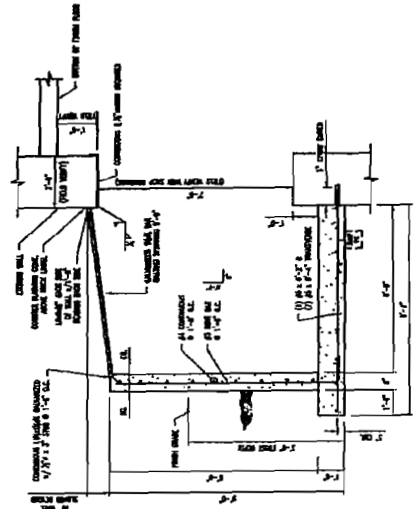
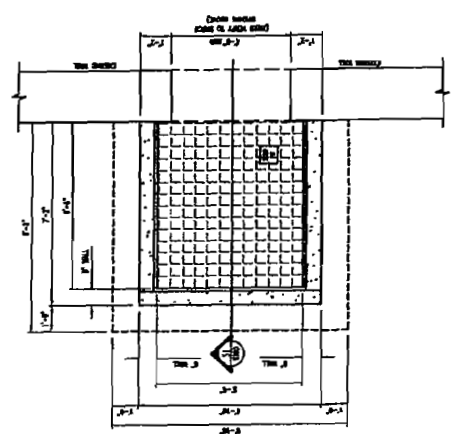
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BOONE COUNTY COURTHOUSE 705 E WALNUT STREET COLUMBIA, BOONE COUNTY, MISSOURI	
CLIENT: MALCOLM HANSLON CONSULTANTS	DRAWN BY: JAM LUTER
CHECKED BY: GREGORY L. LINNEHAN	PROJECT NO.: 120011
DATE: 10/11/11	SHEET: 510D



NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MISSOURI MECHANICAL CODE AND THE MISSOURI ELECTRICAL CODE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE MISSOURI MECHANICAL CODE AND THE MISSOURI ELECTRICAL CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE MISSOURI MECHANICAL CODE AND THE MISSOURI ELECTRICAL CODE.
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 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE MISSOURI MECHANICAL CODE AND THE MISSOURI ELECTRICAL CODE.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE MISSOURI MECHANICAL CODE AND THE MISSOURI ELECTRICAL CODE.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/24/12

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

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

PRODUCER Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City, MO 65102-1046 Steve M Tade	573-634-2122	CONTACT NAME: Susie Edwards
	573-636-7500	PHONE (A/C, No, Ext): 573-449-8100 FAX (A/C, No): 573-449-3430 E-MAIL ADDRESS: Susie@winterdent.com
INSURED Specialized Mechanical Service Inc 801 Fay Street, Suite B Columbia, MO 65201		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: United Fire & Casualty Company 13021
		INSURER B: Accident Fund Insurance Co of 10166
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		60369269	02/10/12	02/10/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			60369269	02/10/12	02/10/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			60369269	02/10/12	02/10/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6053104	02/10/12	02/10/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60369269	02/10/12	02/10/13	Leased/Re 100,000
A	Builders Risk			60369269	02/10/12	02/10/13	BuildersR 100,000

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

RE: #12-03MAY12 - Furnishing, Delivery and Installation of Economizer on Existing Air Handler Unit in the Courthouse.

CERTIFICATE HOLDER

BOONE33

Boone County Purchasing
Melinda Bobbitt
613 E Ash St
Columbia, MO 65201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susie Edwards

EPLS

Excluded Parties List System



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

**Firm, Entity, or Vessel : Specialized Mechanical
State : MISSOURI**

As of 17-May-2012 6:13 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

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

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the purchase and installation of economizers for the Courthouse:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6200	71101	Capital Repairs & Replacements	Professional Services		7,600.00
6200	91300	Capital Repairs & Replacements	Machinery & Equipment		182,346.00

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

5/16/12

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)


Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6200	71101	Capital Repairs & Replacements	Professional Services		7,600
6200	91300	Capital Repairs & Replacements	Machinery & Equipment		182,346
				-	189,946

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

Establish budget for the purchase and installation of economizers (part of HVAC system) for Courthouse.

To: County Clerk's Office
Comm Order # 267-2012


Requesting Official

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

TO BE COMPLETED BY AUDITOR'S OFFICE

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

 Auditor's Office

 **PRESIDING COMMISSIONER**

 **DISTRICT I COMMISSIONER**

 *agenda* **DISTRICT II COMMISSIONER**

BUDGET AMENDMENT PROCEDURES

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

Caryn Ginter - Economizer costs

From: Bob Davidson
To: Ginter, Caryn; Miller, Karen
Date: 5/15/2012 12:38 PM
Subject: Economizer costs

Karen and Caryn,

Budget Amendment Fund 602

The economizers for Courthouse AHU's 1 & 2 have the following costs:

Professional Services:		<i>Account</i>
Malicoat-Winslow Engineers	\$ 7,600.00	<i>71101</i>
Delivery and Installation:		
Specialized Mechanical	148,226.00	<i>91300</i>
HVAC Controls:		
C&C Group	11,920.00	<i>91360</i>
Contingency	<u>7,400.00</u>	<i>91300</i>
CO#1-Contractor buys damper		<i>91300</i>
	<i>10% Contingency \$14,860.00</i>	
Total:	\$175,146.00	
	<i>189,946.00</i>	

119,226.00
 11,920.00
 7,400.00
 14,860.00
 004
 139,406.00
 189,946.00
 7,600.00
 71101
 002
 139,406.00

Fund Statement - Capital Repair and Replacement Fund 620 (Internal Service Fund)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	207,782	239,279	239,279	234,623
Fines and Forfeitures	-	-	-	-
Interest	6,036	5,250	6,680	5,665
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	213,818	244,529	245,959	240,288
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	185,000	-	185,000
Contractual Services	-	12,500	-	12,600
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	(21,706)	-
Fixed Asset Additions	-	-	-	182,346
Total Expenditures	-	197,500	(21,706)	379,946
REVENUES OVER (UNDER) EXPENDITURES	213,818	47,029	267,665	(139,658)
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	(528,674)	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	(528,674)	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	(314,856)	47,029	267,665	(139,658)
FUND BALANCE (GAAP), beginning of year	1,177,099	862,243	862,243	1,108,201
Less encumbrances, beginning of year	(21,707)	(21,707)	(21,707)	-
Add encumbrances, end of year	21,707	21,707	-	-
Proprietary adjustment to full accrual	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 862,243	\$ 909,272	\$ 1,108,201	\$ 968,543
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	21,707	21,707	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	21,707	21,707	-	-
FUND BALANCE, end of year	862,243	909,272	1,108,201	968,543
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(21,707)	(21,707)	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 840,536	\$ 887,565	\$ 1,108,201	\$ 968,543

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 324-2002 and adopts the application process approved in Commission Order 264-2012 as the process to implement Commission Order 294-2011 as it relates to the Application Entities referred to in that Order. The Presiding Commissioner is authorized to sign the same.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 12


In the County Commission of said county, on the 31st day of May 20 12

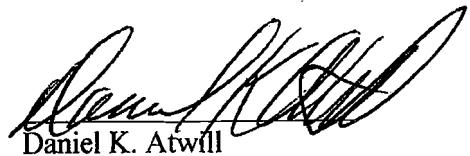
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached application entity road and bridge project funding application.

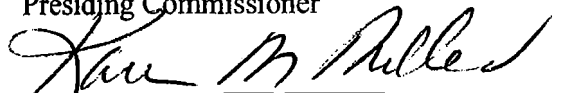
Done this 31st day of May, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

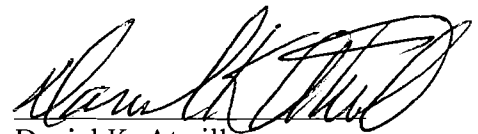
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the stormwater erosion and sediment control security agreement between St. Charles Road Development, LLC, and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 5th day of June, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: May 15, 2012

Developer/Owner Name: ~~Emery Sapp and Sons (ES&S)~~ St. Charles Road Development, LLC
Address: ~~2602 North Stadium Boulevard, Columbia, MO 65202~~
2504 St. Regis Ct., Columbia, Mo 65203
Development: Somerset Village Plat 2, 7441 St Charles Rd and Battle Avenue

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

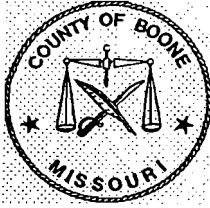
In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Somerset Village Plat 2, 7441 St Charles Rd and Battle Avenue. The SWPPP and ESC was prepared by A Civil Group on January 6, 2012.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 30th day of November 2013, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$50,070, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- X Cash deposit with County Treasurer
- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- U Certificate of Deposit issued by FDIC insured bank for a term of **xx months**.
- U Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Certificate of Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 30, 2013, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Certificate of Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Certificate of Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 30, 2013, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Certificate of Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Certificate of Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.



Public Works Department
 Boone County, Missouri
 5515 Highway 63 South
 Columbia, Missouri 65201
 573-449-8515

For office use only
 Permit number: LD 11-14
 Date Received: 11-29-11
 Related permits: Moka CO878
 Issue date: 5/16/12

Land Disturbance Permit Application

A land disturbance permit is required prior to land clearing activities greater than one-acre or in close proximity of an environmentally sensitive area. The applicant can request a Land Disturbance permit through the Boone County Planning and Building Inspection Office. NOTE: When properly validated, this form constitutes a permit. Please attach additional sheets as required to fulfill application requirements. NO BUILDING INSPECTIONS MAY TAKE PLACE UNTIL THE LAND DISTURBANCE PERMIT HAS BEEN ISSUED.

JOB/SITE INFORMATION

OWNER: St. Charles Road Development, LLC 2504 St. Regis Ct.
 Name Address Phone
C/O Rob Wolverton robwolverton@anthonyproperty.com 573 999-6551
 Fax Number Email Address Mobile Phone

PROJECT NAME: Somerset Village Plat 2

PROJECT DESCRIPTION: Construction of arterial Battle Ave & associated Wet Det. Pond

PROJECT ADDRESS: Approx. 7441 St. Charles Road.

SIZE OF DEVELOPMENT: Plat 2 = 113 Acres, Total Disturbance = Approx. 10.5 Acres

DEVELOPER: St. Charles Road Development, LLC 2504 St. Regis Ct.
 Name Address Phone
C/O Rob Wolverton robwolverton@anthonyproperty.com 573 999-6551
 Fax Number Email Address Mobile Phone

CONTRACTOR Early Supply Sons 2602 N Stadium 445-8331
 Name Address Phone
(573) 445-0266 449-9246
 Fax Number Email Address Mobile Phone

TYPE OF CONSTRUCTION ACTIVITY

CLEARING & GRADING SUBDIVISION PLANNED DEVELOPMENT
 COMMERCIAL ENVIRONMENTALLY SENSITIVE AREA OTHER

OWNERS CERTIFICATION

The undersigned owner certifies that he/she is responsible for complying with the Boone County Stormwater Ordinance and for complying with the county-approved erosion and sediment control plan for this project. Boone County employees may enter the property for the purpose of inspecting and or completing erosion and sediment control measures. I understand that a final inspection by the Department of Public Works must be requested, and all land disturbances found to be in compliance, in order for the performance bond to be released.

Scott Atkins SCOTT ATKINS, MANAGER 11/23/2011
 Signature of Land owner Printed Name and Title of Landowner Date

PRE-CONSTRUCTION MEETING

Schedule a preconstruction conference with public works prior to the start of land disturbance activity. The applicant will be responsible for notifying all contractors and other entities including utility crews that will perform work at the site to attend this meeting. After the review of the following items, the inspector will approve the application and issue the land disturbance permit.

- Attendance list is complete and all parties are on site
- Review of facility details, grading, landscaping, and sequencing of construction
- Review of SWPPP and posted signs/permits
- Review Erosion and Sediment Control BMP placement and Stormwater runoff diversions
- Tree protection areas are marked and vegetative buffers are the proper width along natural streams. Additional vegetative buffers are required for environmentally sensitive areas.
- Stormwater management facility locations staked out to avoid compaction
- Stormwater management facility pipe and appurtenances are on site and inspected prior to construction

CONTRACTORS CERTIFICATION

I hereby certify that the proposed site will be built according to the stamped approved Construction Plans. I further understand that any field modifications will be documented in writing, and delivered to the Boone County Inspector. Major modifications require a resubmittal of the plans with the changes indicated.

Samuel E. Calvert SAMUEL E. CALVERT, P.M. 5-16-12
Signature of Contractor Printed Name and Title of Contractor Date

Inspector Comments: _____

FOR OFFICE USE ONLY

Permit fee: \$ 150⁰⁰ Date Paid: 11/21/11
Copy of Bond on file with the County: (yes/no) Amount of Bond: \$ 50,070
Copy of MDNR permit in file? (Yes/No/Not applicable)
Construction plan/Erosion & Sediment Plan approval date:
Pre-con meeting date: 5/16/12
Construction Start date: 5/16/12
Application approved /denied by: Jeananne Bowma Date: 5/16/12
Permit Expires: 5/16/14

Permission is hereby given to proceed with construction as shown on the approved plans and in compliance with the Ordinances of Boone County:

Keith Austin 5/16/12
Signature of Approving Authority Date

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

~~EMERY SAPP AND SONS, INC.~~ St. Charles Road Development, LLC

By: Robert

Printed Name: Robert A. Wolverton

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management

Stan Shawver
Stan Shawver, Director Resource Management

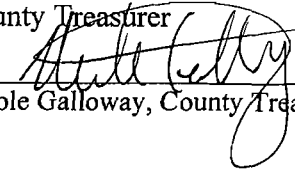
County Commission:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Attest:

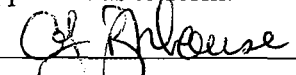
Wendy S. Noren
Wendy S. Noren, Boone County Clerk

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the settlement and release agreement between Consolidated Public Water Supply District No. 1 and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Absent
Skip Elkin
District II Commissioner

SETTLEMENT AND RELEASE AGREEMENT

ON THIS 5 day of June, 2012, this Settlement and Release Agreement ("Release") is entered into by and between **Boone County, Missouri, by and through its County Commission**, (hereinafter referred to as "County"), and **Consolidated Public Water Supply District No. 1 of Boone County, Missouri** (hereinafter referred to as "Water District").

WHEREAS, the parties are parties to a Cooperative Agreement between the County and various water districts, including Water District, that was entered into in connection with Boone County Case No.: 98CC079264, and

WHEREAS, the County and the Water District worked on a project commonly known as the Country Hill Subdivision Project which was substantially completed in November, 2010; and

WHEREAS, disputes have arisen by and between the parties relating to the subject project regarding the planning, required interactions, construction costs, engineering costs, and easement costs incurred in furtherance of the project; and

WHEREAS, the parties worked to accommodate each other and advance the project while the County's contractor was mobilized; and

WHEREAS, the parties desire to fully and finally resolve any outstanding issues surrounding the project by each party paying the additional costs that they incurred in connection with the project without any further claim for payment and/or setoffs from the other party, and in so doing the parties wish to fully and finally resolve any and all claims, disputes, causes of action of whatever nature which can be brought by and between the respective parties in relation to the Country Hill Subdivision project; and

WHEREAS, County has incurred additional construction costs, including material costs, in its efforts to accommodate the Water District; and

WHEREAS, the Water District has incurred additional engineering costs and easement acquisition costs in its efforts to accommodate the County; and

WHEREAS, all parties desire to fully and finally release said claims by each against the other and by these presents state:

NOW THEREFORE, in recognition of the valuable and sufficient consideration set out above, receipt of which is hereby acknowledged by each party, and on the basis of the other valuable consideration detailed herein, the parties agree as follows:

1. Mutual Release. Each signatory to this Release hereby releases and discharges the other signatories from any and all liability in connection with the Country Hill Subdivision Project and forever discharges the parties, their respective agents, members, employers, employees, officers, directors, shareholders, heirs, executives, administrators, guardians, attorneys, representatives, insurers and re-insurers and subsidiaries thereof, their successors and assigns, and all other persons,

firms or corporations, hereinafter referred to collectively as the parties, of and from any and every claim, demand and cause of action whatsoever nature which the undersigned now has, or may hereafter against said parties, or any of them, sustained by or occurring to the undersigned, whether now known or unknown, resulting from or in any manner connected with said project, it being the intent of the undersigned to fully release and forever discharge the above-named entities and parties from any and all liability arising out of the aforementioned construction project, whether now known or unknown.

2. Additional Consideration. As further additional consideration for the release herein, it is further agreed that no promise or agreement not herein and expressed has been made; that this Release is not executed in reliance on the statement of or any representation made by said parties, or any of them or any person employed by or representing them, other than what is contained in this Release; that the consideration recited herein is accepted in full compromise, settlement and satisfaction of any claim, demand, or cause of action relating to the Country Hill Subdivision Project; that this settlement should not be construed as an admission of liability, all liability being expressly denied by all parties hereto; that the terms set out herein are contractual and not mere recitals; and that this Release be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

3. Miscellaneous. This Release is intended and does release any and all claims of whatsoever nature against said parties, and by signing below, each party has indicated that they have read the Release and executed the same as their own free act and deed.

4. Compromise of Disputed Claim. The parties acknowledge that this is a compromise of a disputed claim. This Release shall not be construed as an admission, as all parties hereto deny any and all liability to each other and deny the nature and extent of any damage claimed by the other.

5. Binding Effect. The parties agree and acknowledge that this Release shall bind the parties to this Release and also their respective heirs, administrators, executors, assigns, shareholders, officers, directors, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest, and related entities and shall inure to the benefit of the parties released and their respective heirs, administrators, executors, assigns, shareholders, officers, directors, members, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest.

6. Reliance. The parties acknowledge and warrant that, except as stated here, no promises or inducements have been made or offered by the parties for this Release and that this Release is executed by the parties without reliance upon any other statements or representations made by the parties concerning the nature or merits of any claims that they might have had against each other. The parties assume the risk that the facts or law may be otherwise than the parties believe.

7. Modification and Waiver. No modification or waiver of any provision of this Release nor consent to any departure therefrom, shall in any event be effective, unless the same shall

be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8. Counterparts. This Release may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same Release.

9. Construction. This Release has been arrived at after thorough bargaining and negotiations, with attorneys advising each party. The language of this Release is a product of the mutual effort of the parties. This Release shall be construed fairly as to all parties; it shall not be construed for or against any party on the basis or the extent to which that party participated.

10. Severability. In the event that any one or more of the provisions or parts of a provision contained in the Release shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Release, but this Release shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

11. Future Cooperation. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Release.

12. Entire Agreement. The parties state that this Release contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified in this Release. The parties also agree that all of the terms of this Release are contractual and not a mere recital.

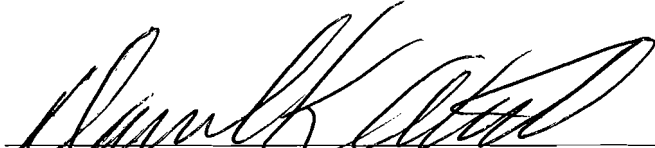
SO AGREED.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

THE UNDERSIGNED HAS READ THIS RELEASE CONSISTING OF FOUR (4) PAGES AND FULLY UNDERSTANDS IT.

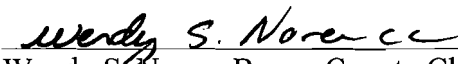
IN WITNESS WHEREOF, the undersigned execute this Release as of the 5 day of June, 2012.

BOONE COUNTY, MISSOURI

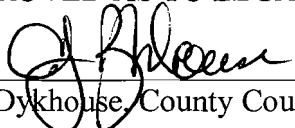

By: Daniel K. Atwill, Presiding Commissioner

Date: 6/5/12

ATTEST:


Wendy S. Noren, Boone County Clerk

APPROVED AS TO LEGAL FORM:


C.J. Dykhouse, County Counselor

THE UNDERSIGNED HAS READ THIS RELEASE CONSISTING OF FOUR (4) PAGES AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, the undersigned execute this Release as of the 17th day of May, 2012.

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MO

By: Jerome Glascock
President, Board of Directors

Print Name: Jerome Glascock

ATTEST:
Samt Sears
Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Bartlett & West, Inc. and Boone County, Missouri to provide engineering services and expertise in regard to a rehabilitation/replacement of a bridge. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the _____ day of May, 2012, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Bartlett & West, Inc; P.O. Box 31; Topeka, KS 66601

Project/Work Description: To provide engineering services and expertise in regard to a rehabilitation/replacement of a bridge.

Proposal Description: Surveying, preparation of easment documents, preparation of required permit applications, bridge design, etc for Creasy Springs bridge #1220005 as more completely outlined in the attached proposal which is hereby incorporated by reference.

Modifications to Proposal: Fees and expenses shall not exceed \$79,015.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

BARTLETT & WEST, INC.
By [Signature]
Title Vice President - Location Mgr.
Dated: 5-23-12

BOONE COUNTY, MISSOURI
By [Signature]
Presiding Commissioner
Dated: 6/5/12

APPROVED AS TO FORM:
[Signature]
County Attorney

ATTEST:
[Signature]
County Clerk

APPROVED:
[Signature]
Resource Management Director

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 appropriations sufficient to pay the costs arising from this contract.
[Signature] 5/29/12 2045-71102
Auditor Date

BARTLETT & WEST, INC.

**PROPOSAL FOR PROFESSIONAL SERVICES
FOR
CREASY SPRINGS ROAD BRIDGE REHABILITATION**

The ENGINEER agrees to provide professional services for the preparation of construction documents and other related services as detailed in Section A "Scope of Services", below.

A. SCOPE OF SERVICES

GENERAL BACKGROUND

The project involves the rehabilitation of a bridge on Creasy Springs Road just north of the Columbia city limits. The rehabilitation of the bridge is expected to include modifications to the spill slope at the north abutment, repair to the steel piles and other substructure components that might be needed, as well as a superstructure replacement. The modifications to the spill slope are intended to address the exposed piling, protect the abutment from scour and erosion, and to allow a property owner's cattle to cross under the bridge from one side of the road to another. The superstructure replacement is expected to utilize either a shallow-depth, pre-engineered superstructure or similar-depth beams designed for this location and having depth, span and/or cost benefits.

The existing structure over Rocky Fork Creek is a 24 foot wide (curb to curb), 69 foot long, two-span bridge consisting of a precast concrete channel beam superstructure, pile cap bents at the north abutment and the pier, and a vertical wall abutment at the south end. The MoDOT Non-State Structure Inspection Report (SIR) identifies the bridge with a Bridge No. 1220005 and Federal ID No. 16472. The SI&A sheet also indicates that the bridge is deficient, has a sufficiency rating of 46.9% and is eligible for federal funding. However, neither BRO nor soft-match credit can be pursued through MoDOT because the "intolerable" alignment of the south approach roadway that makes the bridge "functionally obsolete" is not being improved with this bridge rehabilitation project.

The best solution to the "intolerable" alignment would be to straighten out the curve and replace the bridge on a new alignment to the east. As determined in an alignment study by the County, this would require extensive right-of-way acquisition and would significantly impact residences and utilities. There are other solutions to increase the safety of the approaches in conjunction with rehabilitating the bridge. Approach guardrail and crash-tested end terminals at each of the four corners of the structure is an option but the proximity of a driveway to the bridge would require relocating the entrance to provide sufficient room for the guardrail system. Given all of these constraints, another option is to install guardrail where possible and practical. Wrap-around guardrail could be used in the southwest quadrant where the driveway is. Grades in the southeast quadrant appear to be conducive to using a crash-tested

guardrail and end terminal. The north side may require some fill and grading to accommodate approach guardrail. Upon developing the selected locations and solution to improving the site's safety from what currently exists, a design exception request will be submitted for review and approval.

The bridge's deck, superstructure and substructure are in satisfactory to fair condition (ratings of '6', '5' and '5', respectively on a scale of 0 – 9) according to the SIR. However, the deck and superstructure can't be repaired cost-effectively. The bridge is load-posted for a 15 ton weight limit and no as-built plans are available that might allow a better assessment to be made regarding the bridge's load-carrying capacities.

Creasy Springs Road is a blacktopped roadway approximately 25 feet wide in the area of the creek crossing (from the SIR) and the SIR indicates an Approach Roadway alignment rating of '3' (Intolerable Condition). The site's Waterway Adequacy Rating is also a '6'. There is a Flood Insurance Study (FIS) for the area and the floodway widths at FIS cross sections in the area of the bridge are 311' and 328'. Overtopping of the north roadway approach will continue to occur on the same frequency as existing. Underground and overhead utilities exist in the area but their exact locations have not been determined.

The professional services will incorporate field survey work, data collection for existing plats and property ownerships, structural design and detailing, limited roadway design and detailing, environmental permitting (assuming a Nationwide 404 Permit, 401 WQ Certification and Floodplain Development Permit), legal descriptions, detour plans, and job special provisions.

The professional services do not include hydraulic modeling. Therefore, the County will be responsible for No-Rise certification. A superstructure replacement project with no change in grade would have no effect on the hydraulics. A superstructure replacement with a small change in grade that is transitioned to the existing grade within a short distance of the bridge would have a small effect on the hydraulics because roadway overtopping does occur about every five years according to the Boone County Maintenance Department. Similarly, a change to the spill slope under the north abutment would have a small effect on the hydraulics.

There may be a chance or need to eliminate the intermediate bent and to use a single span bridge with a superstructure depth that matches or slightly exceeds the existing depth. It is expected that a pre-engineered, reinforced concrete beam superstructure will be unable to span from one existing abutment to the other. Therefore, two options are presented here that each have a not-to-exceed amount. Final design for the superstructure replacement with a pre-engineered superstructure (Task 3A) or for the superstructure replacement with an engineered superstructure optimized for this specific location (Task 3B) will follow completion of Preliminary Design (Task 2).

TASK 1 –SURVEY AND FIELD INVESTIGATION

- 1.1 County Assessor records will be researched for existing plats, property lines and easements on the adjacent properties. Services of a title company will be secured for ownership and encumbrance reports (assumes 4 tracts) that provide easement information.
- 1.2 Request, obtain and review available updated aerial mapping, property lines and contours from Boone County. Assumes mapping will be done at no cost to the project.
- 1.3 Request, obtain and review utility information within the project corridor.
- 1.4 Establish project horizontal and vertical control utilizing the MoDOT GPS Reference Station Network. The survey data will be based on the Missouri State Plane coordinate system 1983 datum with NAVD 88 vertical control.
- 1.5 Field survey the existing structure and perform topographic survey in the general area of the improvements.
- 1.6 Locate section corners and property corners within the project area to establish section lines, property lines and existing right-of-way.
- 1.7 Perform One-Call request for utility locates. Field locate utilities based on utility company information, One-Call markings and/or physical evidence of said utility.
- 1.8 Establish benchmarks and horizontal control points to allow construction staking of the project.
- 1.9 Process the field data and draw the base map for the project using all survey data, topography, property lines, and existing utility and other permanent easements.
- 1.10 Prepare permanent easement/right-of-way and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements or right-of-way. The County will insert the legal descriptions and exhibits into their standard easement forms.

TASK 2 – PRELIMINARY DESIGN

- 2.1 Conduct a site visit to determine the minimum amount of approach roadway that requires replacement, any utility conflicts, approach guardrail requirements, drainage facility requirements and any right-of-way or easements needed to construct the project. Obtain field measurements of the existing structure and perform field reconnaissance of other project features.
- 2.2 Determine conceptual options for rehabilitation and replacement options along with an assessment of transitioning the proposed roadway grade back to existing.

- 2.3 Prepare Type, Size and Location drawings showing the bridge options and associated roadway details, including but not limited to utilities, right-of-way and easements, utilities, cross sections, typical section, etc. Submit plans and cost estimates to County for review and comment.
- 2.4 Prepare a Bridge Memorandum that summarizes the type, size and location of the selected option (A or B), the repair items, the cost estimate, and any design exceptions that may be needed, including that for the approach alignment/guardrail.
- 2.5 Submit plans to each utility within the project area to verify location of existing facilities and expected conflicts with proposed improvements. Hold a meeting at the Boone County office with the utility companies regarding the project. Possible conflicts and relocation plans and schedule to be addressed.
- 2.6 Develop and provide Floodplain Development Permit Application.
- 2.7 Prepare and submit permit applications to Boone County for 404 Permit (Nationwide) and 401 WQ Certification. BCPW will be the applicant on the permits and will pay all applicable permit application fees. As this is a superstructure replacement on the existing alignment, no significant environmental or cultural resource screening or field investigations are envisioned. The disturbance is expected to be less than one acre and no land disturbance permit is included in this scope.
- 2.8 Identify concerns and considerations regarding the design for discussion with Boone County staff. Discuss the technical specifications, pay items, traffic control (detour plan), erosion control, and specific construction notes to be incorporated into the final design submittals.

TASK 3A – FINAL DESIGN FOR A BRIDGE REHABILITATION WITH A PRE-ENGINEERED SUPERSTRUCTURE

- 3.1 Address comments from Boone County and utilities.
- 3.2 Perform load rating calculations for the substructure and/or design new pile cap beam(s).
- 3.3 Prepare and submit final plans and supporting information including but not limited to:
 - 3.3.1 Title sheet
 - 3.3.2 General notes and quantities
 - 3.3.3 Traffic control plan
 - 3.3.4 Erosion control plan
 - 3.3.5 Roadway sheets: rock blanket details, typical section, roadway width transition details like those used on the High Point Lane project,

- guardrail, cross sections, drainage and defined locations of right-of-way, easements and utilities.
 - 3.3.6 General bridge elevation, quantities and notes sheets
 - 3.3.7 Bridge substructure sheets with repair and anchorage details
 - 3.3.8 Bridge superstructure sheets: typical section, geometry and rail details
 - 3.3.9 Cost estimate
 - 3.3.10 Technical specifications and job special provisions outlining the requirements of the pre-engineered superstructure (including load rating requirements), repair materials, waterproofing materials and construction requirements.
 - 3.3.11 Working day study
- 3.4 Perform follow-up communications with permitting agencies (Corps of Engineers and DNR).
- 3.5 Conduct final utility coordination meeting and perform follow-up communications with utility companies.
- 3.6 Address comments from Boone County and utilities.
- 3.7 Develop the project bid manual, develop and insert special provisions and reference the plans. Submit Microsoft WORD files for the job special provisions upon the completion of incorporating the County's review comments.
- 3.8 Submit a final set of signed and sealed plans and specifications for use in reproducing the documents. The submittal will be in PDF form. Boone County will handle copies of plans for bidding purposes.
- 3.9 Submit AutoCAD files for the plans.

TASK 3B – FINAL DESIGN FOR A BRIDGE REHABILITATION WITH A BARTLETT & WEST ENGINEERED SUPERSTRUCTURE

- 3.1 Address comments from Boone County and utilities.
- 3.2 Perform structural design for the chosen superstructure type and the connections to the abutments.
- 3.3 Prepare and submit final plans and supporting information including but not limited to:
- 3.3.1 Title sheet
 - 3.3.2 General notes and quantities
 - 3.3.3 Traffic control plan
 - 3.3.4 Erosion control plan
 - 3.3.5 Roadway sheets: rock blanket details, typical section, roadway width transition details like those used on the High Point Lane project,

guardrail, cross sections, drainage and defined locations of right-of-way, easements and utilities.

- 3.3.6 General bridge elevation, quantities and notes sheets
 - 3.3.7 Bridge substructure sheets with repair and anchorage details
 - 3.3.8 Bridge superstructure sheets: girder, slab/overlay and rail details
 - 3.3.9 Cost estimate
 - 3.3.10 Technical specifications and job special provisions
 - 3.3.11 Working day study
- 3.4 Perform follow-up communications with permitting agencies (Corps of Engineers and DNR).
 - 3.5 Conduct final utility coordination meeting and perform follow-up communications with utility companies.
 - 3.6 Address comments from Boone County and utilities.
 - 3.7 Develop the project bid manual, develop and insert special provisions and reference the plans. Submit Microsoft WORD files for the job special provisions upon the completion of incorporating the County's review comments.
 - 3.8 Submit a final set of signed and sealed plans and specifications for use in reproducing the documents. The submittal will be in PDF form. Boone County will handle copies of plans for bidding purposes.
 - 3.9 Submit AutoCAD files for the plans.

TASK 4 – BIDDING PHASE SERVICES

- 4.1 Participate in the Pre-Bid meeting. BCPW to conduct meeting and prepare necessary minutes.
- 4.2 Address bidder questions regarding the plans and contract documents during bidding phase.
- 4.3 Prior to the opening of the bid, the ENGINEER shall prepare and submit an opinion of probable construction costs to the CLIENT.

TASK 5 – PROJECT MANAGEMENT AND COORDINATION

- 5.1 Perform periodic reviews of project information from different engineering disciplines for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
- 5.2 Perform a field check of proposed alternatives.
- 5.3 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to County.

5.4 General communication with County. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project.

B. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the CLIENT, the ENGINEER will provide services in addition to those previously stated. This work will only proceed upon written authorization from the CLIENT.

Design and construction phase services that would be available in a supplemental contract are as follows:

1. Attend an agreed-upon number of meetings, conducted and directed by the County, with individual property owners or groups of owners during the course of the project.
2. Attend the Pre-Construction Conference. County to conduct meeting and prepare necessary minutes.
3. Attend bid opening meeting. Review bids and make recommendation of acceptance or rejection to County.
4. Address limited questions that arise during construction regarding clarity of the plans, intent of the design and available information used in the design of the project.
5. Perform an agreed-upon number of field visits during construction to address contractor or County inquiry.

C. CLIENT'S RESPONSIBILITY

1. Make available to the ENGINEER all records, reports, maps, financial information and other data pertinent to provisions for the services required under this contract. Assist ENGINEER in obtaining documents from the County assessor, as necessary.
2. Examine all plans, specifications and other documents submitted by the ENGINEER and render decisions promptly to prevent delay to the ENGINEER.
3. Designate one employee as the CLIENT's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to ENGINEER's services.
4. Obtain permission to access properties for surveys and/or field visit(s).
5. Negotiate with property owners, obtain executed easements and record easements with County Recorder of Deeds for the project.

6. Advertise the project for bids, prepare bid tabulations and award the contract.
7. Administer construction and perform construction oversight and observation.
8. Keep record drawings for future use. ENGINEER is not responsible for record drawings at conclusion of project.

D. TIME FOR COMPLETION

1. Notice to Proceed: May 28, 2012 (Anticipated)
2. Type, Size and Location Drawings: November 5, 2012
3. 100% Complete, Unsigned Easement Documents and Exhibits: December 10, 2012
4. 100% Complete, Unsigned Final Plans and Specifications: February 4, 2013
5. Signed & Sealed Easement Documents and Exhibits: February 4, 2013
6. Signed & Sealed Final Plans: March 8, 2013
7. Advertise for Bid: May 5, 2013
8. Open Bids: June 13, 2013
9. Begin Construction: August 12, 2013

Assumes: 2-week review periods for County staff, easements will be granted without delay to the project schedule, permits will be granted in 60 days, and utilities can be avoided or relocated without delay to the project.

E. PAYMENTS TO THE ENGINEER

1. CLIENT agrees to compensate the ENGINEER for services in Section A as rendered in accordance with and as set forth in *General Consulting Services Agreement*, effective January 15th, 2012, to a not to exceed amount for the bridge option selected by the CLIENT.

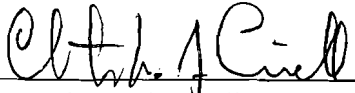
Option A (Tasks 1, 2, 3A, 4 and 5): **\$62,801.00** for a bridge rehabilitation with a pre-engineered superstructure

Option B: (Tasks 1, 2, 3B, 4 and 5): **\$79,015.00** for a bridge rehabilitation with a B&W engineered superstructure

2. Fees and all other charges will be billed monthly on a lump sum basis for work performed as the work progresses. Invoices shall be submitted no more frequently than monthly. Partial payments shall not exceed the cumulative schedule:
 - 35% of Total Fee upon submittal of Type, Size and Location Drawings
 - 90% of Total Fee upon submittal of Unsigned Final Plans and Specifications
 - 100% of Total Fee upon the County’s decision to award or not award the contract

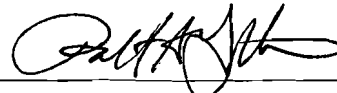
Submitted By:

BARTLETT & WEST, INC.

By 
Chris J. Criswell, P.E.

Title Project Manager

Dated 5/14/12

By 
Robert A. Gilbert, P.E.

Title Vice President

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the cost apportionment agreement between the Missouri Highways and Transportation Commission and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Skip Elkin
 District II Commissioner

CCO Form: DE
Approved: 09/11 (AR)
Revised:
Modified:

Cost Apportionment Agreement
Route: **Various (See Exhibit A)**
County: **Boone**
Job No.:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COUNTY OF BOONE, MISSOURI
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and County of Boone (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission owns and maintains various intersections (See Attachment A) in Boone County as part of the State Highway System;

WHEREAS, the Commission and County desire to cooperate with each other on the maintenance of certain roadway intersections where both the Commission and County have certain maintenance obligations, and

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

(1) PURPOSE: The purpose of this agreement is to set forth the understanding between the parties regarding the sharing of costs associated with pavement preservation work (surface treatments) to be done as part of the 2012 County construction season on intersection approaches between the outer boundaries of MoDOT right-of-way and where intersecting with the traveled way of the County roadways.

(2) WORK CONTEMPLATED: The surface treatments to be performed as part of this agreement will be Preservation Chip Seals which will be with its own forces, and will consist of the application of road oil and Iron Mountain Trap Rock or Osage River Rock or like hard aggregate.

(3) LOCATION: The intersections in which the work to be performed as part of this agreement are summarized in "Exhibit A", titled "2012 Boone County – MoDOT Cooperative Intersection Treatments". These locations were derived from aerial photo maps.

(4) USE OF RIGHT-OF-WAY: The Commission grants the right to use the easements and rights-of-way as necessary for construction of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) County will be responsible for the preparation of detailed construction plan, design work and project specifications. The County shall perform work in accordance with and conform to Commission requirements.

(B) County will be responsible for construction of the herein improvements and inspection of the project work.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The unit cost for the Preservation Chip Seal portion of the project that is on Commission's right of way has been established by the County as the cost to perform the work. No adjustment will be made to the unit cost due to actual costs incurred. The quantities [Area (sy)], as listed in 'Exhibit A' will be firm measurements for determining cost.

(B) The Commission will pay a maximum contribution of Twelve Thousand Three Hundred Ninety Three dollars and nine cents (\$12,393.09). The details of the cost breakdown may be seen in "Exhibit A," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, project construction, and work inspection.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of County's wrongful or negligent performance of its obligations under this MOU.

(B) County will require any contractor that may be procured by the County to work under this MOU:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insured in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(10) ASSIGNMENT: County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and County.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the

scope of any provision of this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

[Remainder of the Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by County this 5 day of June, 2012.

Executed by the Commission this _____ day of _____, 2012.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By _____

Title _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

COUNTY OF BOONE, MISSOURI

By _____

Title Presiding Commissioner

ATTEST: (County seal, if existing)

By Wendy S. Noren

Title County Clerk

APPROVED AS TO FORM:

By _____

Title County Counselor

CERTIFICATION:

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

Jane E. Pritchard 5/30/12 No Encumbrance
Auditor by [Signature] Date Required

ATTACHMENT A

Boone County - MoDOT Cooperative Intersection Treatments

Preservation Chip Seal - MoDOT				
Road Name	MoDOT Intersection	Area (sy)	Chip Seal Unit Price	Total Cost
Old 63 North	Hwy VV	206	\$2.07	\$426.42
Old 63 North	Hwy 63 North of Friendship Church Rd.	750	\$2.07	\$1,552.50
Old 63 North	Hwy 63 at 124 west	380	\$2.07	\$786.60
Old 63 North	Hwy 63 at Pinnacles Rd. (west side)	238	\$2.07	\$492.66
Old 63 North	Hwy 63 at Breedlove crossing (west side)	70	\$2.07	\$144.90
Old 63 North	Highway NN	451	\$2.07	\$933.57
Dripping Springs Rd. E.	Hwy VV	109	\$2.07	\$225.63
Walnut Grove Ln.	Hwy J	107	\$2.07	\$221.49
Henderson Rd.	Hwy 40 (east intersection)	306	\$2.07	\$633.42
Henderson Rd.	Hwy 40 (west intersection)	416	\$2.07	\$861.12
Semon Rd.	Hwy 40	428	\$2.07	\$885.96
Wagon Trail Rd.	Hwy 63	1075	\$2.07	\$2,225.25
Olivet Rd.	Hwy WW	313	\$2.07	\$647.91
Old Route A	Route A	219	\$2.07	\$453.33
Old Route A	Route A	129	\$2.07	\$267.03
Old Route A	Route A	164	\$2.07	\$339.48
Old Route A	Route A	184	\$2.07	\$380.88
Old Route A	Route A	115	\$2.07	\$238.05
Abiline Acres	I-70 Dr. Northwest	107	\$2.07	\$221.49
Hartsburg Hills Rd.	Route A	113	\$2.07	\$233.91
Trails West Ave.	Hwy 40	107	\$2.07	\$221.49
Total				\$12,393.09

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for the Missouri Department of Public Safety, Juvenile Accountability Block Grant for the Juvenile Justice Center in the amount of \$18,716.64, with a 10% local match.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner



Application

08727 - 2012 - Juvenile Accountability Block Grant (JABG) - Final
 10220 - Accountability Programs and Services
 Juvenile Accountability Block Grant (JABG)

Status: Editing Submitted Date:

Applicant Information

Primary Contact:

Name:* Ms. Marcia Hazelhorst
Title First Name Last Name
 Job Title: Superintendent
 Email: marcia.hazelhorst@courts.mo.gov
 Mailing Address: 5665 Roger I Wilson Memorial Drive
 Street Address 1:
 Street Address 2:
 Phone:* Columbia Missouri 65202
City State/Province Postal Code/Zip
 573-886-4450 Ext.
 Fax: 573-886-4461

Organization Information

Applicant Agency: Boone County, 13th Circuit-Juvenile Division
 Organization Type: Government
 Federal Tax ID#: 436000349
 DUNS #: 073755977
 CCR Code:
 Organization Website: Valid Until Date http://www.courts.mo.gov/hosted/circuit13/
 Mailing Address: 5665 Roger I Wilson Memorial Drive
 Street Address 1:
 Street Address 2:
 County: Columbia Missouri 65202 6522
City State/Province Postal Code/Zip - 4
 Boone
 Congressional District: 09
 Phone:* 573-886-4450 Ext.
 Fax: 573-886-4461

Contact Information

Authorized Official

Authorized Official:*

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Agency: Boone County
Mailing Address: 801 E Walnut Room 333
Street Address 1:
Street Address 2:
-

Email: datwill@boonecountymo.org
Phone: *
Fax: 573-886-4311

Mr. Dan Atwill
Title First Name Last Name

Columbia Missouri 65201
City State Zip Code

573-886-4305
Ext.

Project Director

Project Director:*

Job Title: Superintendent
Agency: Robert L. Perry Juvenile Justice Center
Mailing Address: 5665 N Roger I Wilson Memorial Drive
Street Address 1:
Street Address 2:
-

Email: marcia.hazelhorst@courts.mo.gov
Phone: *
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Ms. Marcia Hazelhorst
Title First Name Last Name

Columbia Missouri 65202
City State Zip Code

573-886-4450
Ext.

Fiscal Officer

Fiscal Officer:*

Job Title: Treasurer
Agency: Boone County
Mailing Address: 801 E Walnut Room 205
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Street Address 2:
-

Email: ngalloway@boonecountymo.org
Phone: *
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Ms. Nicole Galloway
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Columbia Missouri 65201
City State Zip Code

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Project Contact Person

Project Contact Person:

Job Title: Superintendent
Agency: Robert L Perry Juvenile Justice Center
Mailing Address: 5665 N Roger I Wilson Memorial Drive
Street Address 1:
Street Address 2:

Email: marcia.hazelhorst@courts.mo.gov
Phone:

Ms. Marcia Hazelhorst
Title First Name Last Name

Columbia Missouri 65202
City State Zip Code

573-886-4450
Ext.

Fax: 573-886-4461

Non-Profit Chairperson

Non-Profit Chairperson:

Job Title:

Agency:

Mailing Address:

Street Address 1:

Street Address 2:

Title First Name Last Name

City State Missouri Zip Code

Email:

Phone:

Ext.

Fax

JABG Project Summary

Application Type:

*New-*The application is being submitted as part of a competitive bid process and/or as part of a federal Pass-Thru Program.

*Renewal-*The application is being submitted to continue a project currently funded by the Department of Public Safety.

Continuation- Not applicable for 2011

*Expand/Enhance-*Not applicable for 2011 JABG

Application Type: New

Current Contract Number(s):

List all active contract numbers as assigned by the Department of Public Safety relating to the proposed project. If you have more than one active contract number, separate each number by commas.

Current Contract Number(s): 2010-JABG-LG-0001

JABG Purpose Areas:

To meet the scope and intent of the JABG, a state or local unit of government may use the funds for one or more of the following 17 specified program purpose areas.

HINT: To select more than one Purpose Area, hold down the Ctrl key and click each Purpose Area.

JABG Purpose Area(s): Accountability-Based Programs

Geographic Area:

Identify the geographic area to be served by the proposed project.

Geographic Area: 13th Judicial Circuit (Boone County and Callaway County)

Brief Summary:

Provide a brief summary of the proposed project and the services that will be offered. The information in the summary may be used for reporting and press releases if funded.

Brief Summary: This project includes the following four components: Art Program, Music Program, Security/Monitoring Program, and Education and Programming Enhancement. The programs will serve to primarily hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants.

Personnel

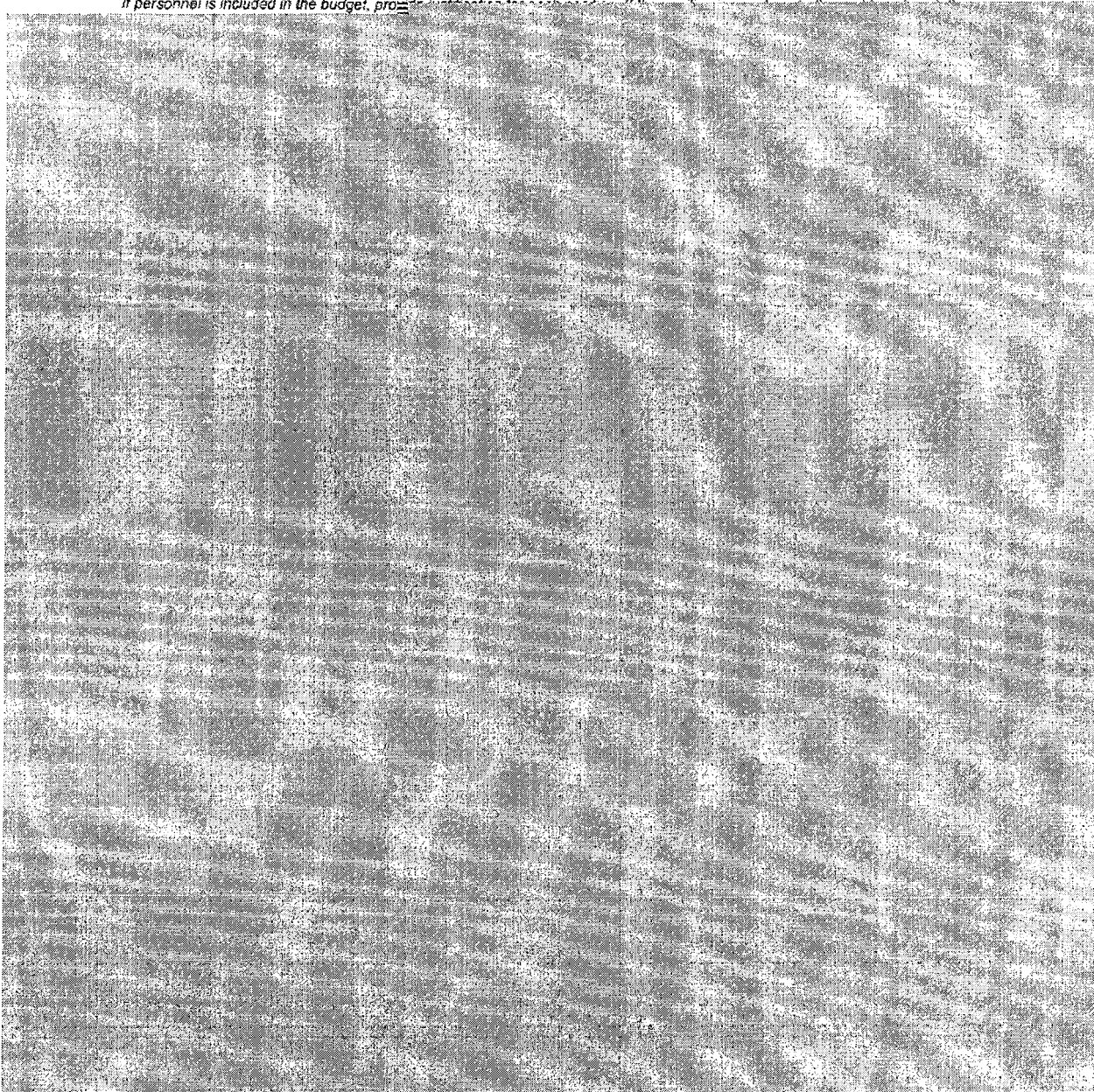
Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal or State Share

Alison Bennett	Art Instructor	Retained	PT	\$482.02	26.0	100.0	\$12,028.12	10.0	\$1,202.81	\$10,825.31
Rebecca Buckler	Music Instructor	Retained	PT	\$66.09	26.0	100.0	\$1,718.34	10.0	\$171.83	\$1,546.51
							\$13,746.46		\$1,374.64	\$12,371.82

Personnel Justification

If personnel is not included in the budget, put N/A or leave this section blank.

If personnel is included in the budget, provide justification for each position.



Music, University of Missouri. Vocal music teacher for 9 years. High school piano and organ instructor for 24 years. Adjunct instructor, community college, for 2 years. Many honors and professional affiliations.

Personnel Benefits

Category	Item	Salary or Premium	Percentage or Number of Pay Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
FICA/Medicare	FICA/Date Range	\$12,028.12	0.0765	100.0	\$920.15	10.0	\$92.02	\$828.14
FICA/Medicare	FICA/Date Range	\$1,718.34	0.0765	100.0	\$131.45	10.0	\$13.15	\$118.31
					\$1,051.60		\$105.17	\$946.43
					\$1,051.60		\$105.17	\$946.43

Personnel Benefits Justification

If personnel benefits are not included in the budget, put N/A or leave this section blank.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Benefits Justification

\$1,051.60 for personnel benefits for the art and music instructors which is .0765 of their salaries to cover the cost of FICA/Medicare. This breakdowns to \$920.15 for the Art Instructor and \$131.45 for the Music Instructor.

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal or State Share
					\$0.00		\$0.00	\$0.00

Travel/Training Justification

If travel/training is not included in the budget, put N/A or leave this section blank.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Travel/Training Justification

Equipment

Item	Description	Unit	Quantity	Source of	% of Funding	Total	Local Match	Local Match	Federal or

		Cost		Bid	Requested	Cost	%	Share	State Share
ActivBoard with Projector (Includes shipping, installation, and	ActivBoard 178 78	\$2,700.00	1.0	Haddock Corporation	100.0	\$2,700.00	10.0	\$270.00	\$2,430.00

Renovation/Construction Justification

Total Budget

Total Budget	
Total Federal or State Share:	\$16,845.00
Federal or State Share Percentage:	90.0%
Total Local Match Share:	\$1,871.67
Local Match Share Percentage:	10.0%
Total Budget Minus Renovation/Construction	
Total Federal/State Share:	\$16,845.00
RequestPercentNegReno	90.0%
Total Local Match Share:	\$1,871.67
MatchPercentNegReno	10.0%
Total Renovation/Construction Budget	
Total Federal/State Share:	\$0.00
RequestPercentReno	0%
Total Local Match Share:	\$0.00
MatchPercentReno	0%
Total Project Cost:	\$18,716.64

Experience and Reliability

Experience and Reliability*

Provide a description that clearly establishes who is applying for funds. Summarize the services currently being provided by your agency. Do not include every issue the agency addresses, only those that may be impacted by this funding. Include the following:

- background information about the community you serve;
- the geographic location/jurisdiction you plan to serve; and
- demographics of the population in the location/jurisdiction served by your agency.

Provide examples of experiences that support your agency's ability to provide the proposed services. For example:

- recent accomplishments;
- statistical data on youth served;
- related services provided by your agency; and
- other accomplishments.

For all applicants, this section should clearly, but briefly, show the agency possesses the necessary skills, experience, and qualifications to achieve success if the proposal is funded.

*For Pass-Thru Applicants, include information about your coalition, its makeup, meeting dates, etc. Please refer to JABG Funding Opportunity Guidelines for definitions regarding the types of applicants eligible for this funding.

I. EXPERIENCE AND RELIABILITY

	\$525.83	\$52.58
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Supplies/Operations Justification

If supplies/operations are not included in the budget, put N/A or leave this section blank.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Supplies/Operations Justification

Art Supplies: \$525.83 The amount requested for art supplies is \$525.83, please see the attached list of supplies to be purchased over this next grant period. Art supplies are required for our Art Program. Throughout the year, eligible residents are taught how to do many different types of projects, the main ones being pottery, weaving, wood burning, making jewelry, pen and ink drawings, and wood staining. However, there are many other art projects the participants are involved in, such as etchings, hand-made keychains, etc., The program participants experience the self-gratification and increased self-esteem that results from being engaged in the creative process. Increased self-esteem and successful, positive pursuits lead to more accountable behaviors. The costs are based on fair market value and include shipping and handling.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
					\$0.00		\$0.00	\$0.00

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A or leave this section blank.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual Justification

Renovation/Construction

Item	Basis for Cost Estimate	Total Cost	Local Match %	Local Match Share	Local Match Share Amount	Federal or State Share
		\$0.00		\$0.00		\$0.00

Renovation/Construction Justification

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Renovation/Construction Justification**Total Budget**

Total Budget	
Total Federal or State Share:	\$16,845.00
Federal or State Share Percentage:	90.0%
Total Local Match Share:	\$1,871.67
Local Match Share Percentage:	10.0%
Total Budget Minus Renovation/Construction	
Total Federal/State Share:	\$16,845.00
RequestPercentNegReno	90.0%
Total Local Match Share:	\$1,871.67
MatchPercentNegReno	10.0%
Total Renovation/Construction Budget	
Total Federal/State Share:	\$0.00
RequestPercentReno	0%
Total Local Match Share:	\$0.00
MatchPercentReno	0%
Total Project Cost:	\$18,716.64

Experience and Reliability**Experience and Reliability***

Provide a description that clearly establishes who is applying for funds. Summarize the services currently being provided by your agency. Do not include every issue the agency addresses, only those that may be impacted by this funding. Include the following:

- background information about the community you serve;
- the geographic location/jurisdiction you plan to serve; and
- demographics of the population in the location/jurisdiction served by your agency.

Provide examples of experiences that support your agency's ability to provide the proposed services. For example:

- recent accomplishments;
- statistical data on youth served;
- related services provided by your agency; and
- other accomplishments.

For all applicants, this section should clearly, but briefly, show the agency possesses the necessary skills, experience, and qualifications to achieve success if the proposal is funded.

*For Pass-Thru Applicants, include information about your coalition, its makeup, meeting dates, etc. Please refer to JABG Funding Opportunity Guidelines for definitions regarding the types of applicants eligible for this funding.

I. EXPERIENCE AND RELIABILITY**Applicant For Services:**

Boone County is the government entity applying for Juvenile Accountability Block Grant funding; however, the funding would be used for services that would be provided at the Robert L. Perry Juvenile Justice Center. The Juvenile Justice Center serves youths from the 13th Judicial Circuit who are placed

here by the court. Additionally, youths are placed here from other regional circuits that do not have facilities where youths in their jurisdictions can be housed and receive services. The Robert L. Perry Juvenile Justice Center is located in Columbia, Missouri, near Highway 63 and Prathersville Road, which is near Interstate 70 and easily accessible to residents of the 13th Judicial Circuit and other regional circuits.

General Demographics Of The 13th Judicial Circuit (Boone And Callaway Counties) According To OJJDP 2010 Population Estimates

	Boone County #'s	Boone County %'s	Callaway County #'s	Callaway County %'s	TOTALS by #'s	TOTALS by %'s
Number of people	162,642	100%	44,332	100%	206,974	100%
Number of Juveniles, Ages 10 through 16	12,719	8%	3,996	9%	16,715	8%
			Boone County	Callaway County	TOTALS (approximate)	
			# and %	# and %		
Caucasian, non-Hispanic			9,516 (75%)	2,800 (70%)	12,316 (73%)	

Public Safety

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Missouri Department of Public Safety

Additional cameras allowed staff to usually monitor practices to identify	N/A	N/A
Additional cameras allowed staff to review videos involving 15 residents, in order to determine the tails of situations of inappropriate behaviors.	N/A	Under 25%
Additional cameras allowed staff to review videos involving residents, in order to determine the tails of situations of inappropriate behaviors.	N/A	All programs, short-term: 28%; long-term: 4%
Additional cameras allowed staff to review	N/A	All programs, short-term: 18%; long-

	Program Was Fully Implemented
Security/Monitoring Program	2000-2001
	2007-2008
	2009-2010
	2010-2011

	Implemented			
Art Program	2000-2001	107	2284.50	Under 25%
	2001-2002	111	1926.50	Under 25%
	2002-2003	100	2294.50	Under 25%
	2003-2004	128	2358.25	Under 25%
	2004-2005	138	2273.25	Under 25%
*The instructor's hours were cut significantly because of less funding available	2005-2006	115	960.50	Under 25%
			(instructor had less hours*)	
*The instructor's hours were cut significantly because of less funding available	2006-2007	79	713.50	Under 25%
			(instructor had less hours*)	
*The instructor's hours were increased by 4 hours a week	2007-2008	87	1093.25	Under 25%
			(instructor's hours increased slightly*)	
	2008-2009	53	1180.25	All programs, short-term: 28%; long-term: 16%
		In this year, juveniles had to be on level 2 or 3 to participate; thus, number of youths decreased		
	2009-2010	149	1248.25	All programs, short-term: 28%; long-term: 4%
		Staff wanted more residents to be able to participate, so discretion was used in choosing youths who were not on level 2 or 3.		
	2010-2011	176	1458.5	All programs, short-term: 18%; long-term: 6%

During all of the years the Art Program has been in existence, hundreds of individual projects have been entered in the Boone County Fair, with the majority being awarded first place ribbons.

Youths on the program wing of the Juvenile Justice Center (those who are placed here on evaluation, short term care, or placement status) who are on Level 2 or Level 3 status are eligible to participate in the Art Program. Some residents who are level 1 may now participate, at the discretion of supervisory staff. In addition, inside Art instruction is provided two days per week to those youth in detention.

	Grant Year That the	Number of Individual Youths Served	Program	Recidivism Information
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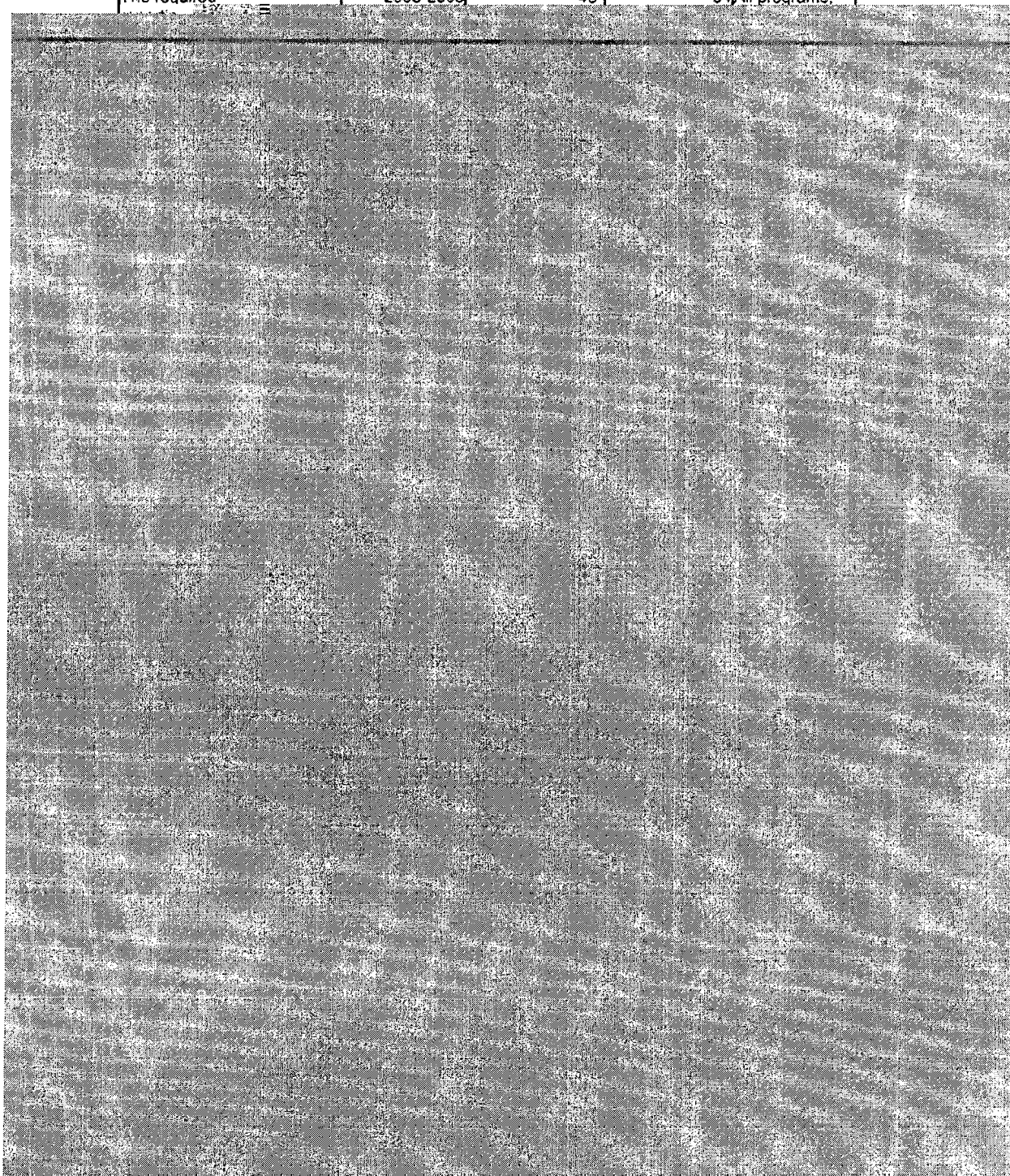
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	Program Was Fully Implemented			
Security/Monitoring Program	2000-2001	N/A—cameras enabled staff to visually monitor entrances to facility	N/A	N/A
	2007-2008	Additional cameras allowed staff to review videos involving 15 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	Under 25%
	2009-2010	Additional cameras allowed staff to review videos involving 14 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	All programs, short-term: 28%; long-term: 4%
	2010-2011	Additional cameras allowed staff to review videos involving 20 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	All programs, short-term: 18%; long-term: 6%

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Music Program	2001-2002	71	137	Under 25%
	2004-2005	64	766	Under 25%
	Suppl. Grant			

	2006-2007	106	115	Under 25%
	2007-2008	77	169	Under 25%
The required	2008-2009	43	94	All programs.



admission. Please note that we could not purchase drug tests until 11/07.				
The required reporting format changed in this year *For reporting and tracking purposes, only 13 th Circuit youths were included, although all youths were tested upon admission. Please note that we could not purchase drug tests until January 2009.	2008-2009	233* tests—69 had positive results	N/A	All programs, short-term: 28%; long-term: 16%
	2009-2010	191 tests – 75 had positive results	N/A	All programs, short-term: 28%; long-term: 4%
	2010-2011	194 tests – 84 positive results	N/A	All programs, short-term: 18%; long-term: 6%

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Leadership RAP Program	2008-2009	39	140	All programs, short-term: 28%; long-term: 16%

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
(Cognitive Behavioral	2009-2010	9	28.5	All programs,

Intervention)				short-term: 28%
CBI Program				long-term: 4%

Juvenile Crime Enforcement Coalition

Some of the members of the coalition have changed throughout the years, but the members have represented the police, sheriff, prosecutor, state/local probation services, juvenile court, schools, business, prevention organizations, other social services, and other law enforcement, in the community. The coalition has met quarterly since its beginning. The proposed dates for the upcoming grant year are November 15, 2012; February 21, 2013; May 16, 2013; and August 15, 2013. The proposed members for the upcoming grant year are Police: Officer Steven McCormack, Columbia Police Department; Sheriff: Captain Greg Vandegriffe, Boone County Sheriff's Department; Prosecutor: Teri Armistead, Legal Counsel to the Juvenile Officer; State/Local Probation Services: Rick Gaines, Juvenile Officer of the 13th Judicial Circuit; Juvenile Court: Kathy Lloyd, Court Administrator; Schools: Vince Thompson, Alternative Programs Site Manager; Prevention Organizations: Eric Lawman, Chair, Religious Education Coordination Council; Other, Social Services: Janie Bakutes, Director, Rainbow House Regional Child Advocacy Center; and local business representative Amy Markel. Currently, we do not have a representative in the Other Law Enforcement category, but intend to fill that vacancy. (We have included a more comprehensive explanation on the page following the listing of the members of the coalition).

From the beginning, the coordinated enforcement plan has been simple and direct. Youths who have committed law violations and have subsequently become involved in the juvenile system are youths who are making poor choices and who are not accepting responsibility for the choices they make. Therefore, the primary goals of the programs and services for law violator juveniles who are in placement at the Robert L. Perry Juvenile Justice Center are to hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants. Lowering recidivism rates is the objective of this project. When juveniles learn to be accountable for their choices and replace poor decisions with good decisions, their rates of recidivism decrease.

Statement of the Problem

Statement of the Problem*
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negative influence.

Prior Referrals: 96% of residents had one or more prior referrals.

School Attendance/Disciplinary: 40% of residents had moderate or severe problems.

Substance Abuse: 42% of residents had a moderate alcohol and/or severe alcohol and/or drug abuse problem.

Needs Assessment Scores

A needs assessment is completed when the Juvenile Officer is going to provide some level of supervision and is used to assist with determining the level of programs/services that would best meet the youth's needs. Following is data extracted from the needs assessments completed on juveniles detained at the Robert L. Perry Juvenile Justice Center in 2011:

Definition Of Target Population

NEEDS LEVELS, Based on Needs Scores for the Year 2011:

Attitude: 52% of residents were generally uncooperative, defensive,

Intervention)				short-term: 28%;
CBI Program				long-term: 4%

Juvenile Crime Enforcement Coalition

Some of the members of the coalition have changed throughout the years, but the members have represented the police, sheriff, prosecutor, state/local probation services, juvenile court, schools, business, prevention organizations, other social services, and other law enforcement, in the community. The coalition has met quarterly since its beginning. The proposed dates for the upcoming grant year are November 15, 2012; February 21, 2013; May 16, 2013; and August 15, 2013. The proposed members for the upcoming grant year are Police: Officer Steven McCormack, Columbia Police Department; Sheriff: Captain Greg Vandegriffe, Boone County Sheriff's Department; Prosecutor: Teri Armistead, Legal Counsel to the Juvenile Officer; State/Local Probation Services: Rick Gaines, Juvenile Officer of the 13th Judicial Circuit; Juvenile Court: Kathy Lloyd, Court Administrator; Schools: Vince Thompson, Alternative Programs Site Manager; Prevention Organizations: Eric Lawman, Chair, Religious Education Coordination Council; Other, Social Services: Janie Bakutes, Director, Rainbow House Regional Child Advocacy Center; and local business representative Amy Markel. Currently, we do not have a representative in the Other Law Enforcement category, but intend to fill that vacancy. (We have included a more comprehensive explanation on the page following the listing of the members of the coalition).

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Statement of the Problem

Statement of the Problem*

Clearly define the problem you propose to impact with the project proposed to be funded through JABG. Be specific and only include information relevant to this request.

Since part of the JABG funding is competitively bid, it is necessary for you to carefully articulate the problem you wish to address; demonstrate the need for funding; and provide supporting data.

This section must justify the need for the proposed services outlined in the Methodology section of your proposal. Use local data and other sources of information to define and describe the problem. Link the problem(s) to specific social and environmental factors.

Successful applicants will show a clear need for the proposed programming through a logical, concise, and complete evaluation of:

- *Local data pertaining to the source(s), history, current scope and dimension(s) of the problem;*
- *A definition of the target population (age, gender, educational performance, socioeconomic background, etc.);*
- *The risk and protective factors present within the proposed area of service;*
- *Trend analyses, forecasts, and/or other data relating to the problem(s);*
- *The comparison between available local, regional, and state data (utilizing graphs whenever possible) pertaining to the problem and level of incidence as evidenced by official statistics; (arrest statistics, school records, juvenile court referrals, etc.); and*
- *Current and/or recent local efforts to combat or address the problem and the results of those efforts.*

II. STATEMENT OF THE PROBLEM

The Problem We Are Trying To Impact

Our intended impact, as in past years, is to lower the rates of recidivism among law violator youths who are placed at the Robert L. Perry Juvenile Justice Center. It can be clearly seen in the Comparison of National, State, and Local Juvenile Offender Data that follows later in this section that a higher percentage of juveniles in Boone County and in the 13th Judicial Circuit as a whole are arrested for certain crimes than juveniles nationally or state-wide. This data from the FBI is for the year 2009, which is the most recent year for which the data can be obtained.

Specific Environmental And Social Factors Contributing To Recidivism

According to the Missouri Juvenile Risk Assessment (the use of which began locally in 2006), higher scores related to the following factors contribute to the likelihood of recidivism: 1) age at first referral; 2) number of prior referrals; 3) assault referrals; 4) history of placement; 5) peer relationships; 6) history of child abuse; 7) substance abuse; 8) school attendance/disciplinary problems; 9) parental management style; and 10) parental history of incarceration.

According to the Missouri Juvenile Needs Assessment (used locally beginning in 2006), higher scores related to the following factors contribute to the likelihood of recidivism: 1) behavior problems; 2) attitude; 3) interpersonal skills; 4) peer relationships; 5) history of child abuse or neglect; 6) mental health; 7) substance abuse; 8) school attendance/disciplinary problems; 9) academic performance; 10) learning disorder; 11) employment; 12) juvenile's parental responsibility; 13) health/handicaps; 14) parental management style; 15) parental mental health; 16) parental substance abuse; and 17) social support system.

Since 2005, we were not able to perform analyses of residents' risk and needs scores, because of limitations in extracting information from JIS. For calendar year 2011, we were able to utilize risk and needs data.

Risk Assessment Scores

A primary tool used by the Juvenile Division in delinquency and status offense cases is the Risk and Needs Assessment Form. A risk assessment is completed on a juvenile by the detaining deputy juvenile officer, upon the time of the juvenile's admission, and helps guide decision-making regarding disposition. On the risk assessment, a youth scoring 8 and above is considered to be high risk; a youth scoring 1 to 7 is considered to be moderate risk; and a youth scoring -3 to 0 is considered to be low risk. Following is data extracted from the risk scores for juveniles detained at the Juvenile Justice Center in 2011:

Definition Of Target Population

RISK LEVELS, Based on Risk Scores of Residents for the Year 2011:

Age at First Referral: 63% of residents had their first referral at age 12 or under.

Assault Referrals: 46% of residents had one or more prior or present misdemeanor assaults.

History of Child Abuse/Neglect: 33% of residents had a child abuse/neglect history.

History of Placement: 65% of residents had prior out-of-home placements.

Parental History/Incarceration: 50% of residents' parents had a history of incarceration.

Parental Management Style: The parental management styles of 37% of residents' parents were severely ineffective.

Peer Relationships: 56% of residents' peer relationships were a negative influence. 37% were a strong

negative influence.

Prior Referrals: 96% of residents had one or more prior referrals.

School Attendance/Disciplinary: 40% of residents had moderate problems and 46% had severe problems.

Substance Abuse: 42% of residents had a moderate alcohol and/or drug abuse problem and 18% had a severe alcohol and/or drug abuse problem.

Needs Assessment Scores

A needs assessment is completed when the Juvenile Officer is going to provide some level of supervision and is used to assist with determining the level of programs/services that would best meet the youth's needs. Following is data extracted from the needs assessments completed on juveniles detained at the Juvenile Justice Center in 2011:

Definition Of Target Population

NEEDS LEVELS, Based on Needs Scores for the Year 2011:

Attitude: 52% of residents were generally uncooperative, defensive, not motivated to change; 28% of residents had a very negative attitude, were defiant, and resistant to change.

Behavior Problems: 56% of residents had moderate problems; 41% had severe problems.

Employment (this is scored only if the resident is 16 and not enrolled full-time in school, vocational training, or other education program): this did not apply to 92% of our residents.

Health/Handicaps: 3% had limited access to health care; 4% had a mild physical handicap or medical condition.

History of Child Abuse/Neglect: 37% had a history of child abuse/neglect.

Interpersonal Skills: 66% had moderately impaired skills; 15% had severely impaired skills.

Juvenile's Parental Responsibility: 97% had no children.

Learning Disorder: 19% had a diagnosed learning disorder.

Mental Health: 34% had a mental health disorder with treatment; 11% had a mental health disorder without treatment;

Parental Management Style: 41% of parents' management styles were moderately ineffective; 36% were severely ineffective.

Parental Mental Health: 19% of parents had a mental health history.

Parental Substance Abuse: 38% of parents had a substance abuse history.

Peer Relationships: 58% of peers were negative influences; 34% were strong negative influences.

School Attendance/Disciplinary: 43% of residents had moderate problems; 42% had severe problems.

Social Support System: 18% of residents had weak support with no positive role models; 9% had

strong negative or criminal influence.

Substance Abuse: 44% had moderate alcohol and/or drug abuse problems; 15% had severe alcohol and/or drug problems/dependence.

Risk And Protective Factors Present In Proposed Area Of Service

The risk factors are described in the previous two sections, Specific Environmental and Social Factors Contributing to Recidivism, and Definition of the Target Population, which include 1) age at first referral; 2) number of prior referrals; 3) assault referrals; 4) history of placement; 5) peer relationships; 6) history of child abuse; 7) substance abuse; 8) school attendance/disciplinary problems; 9) parental management style; and 10) parental history of incarceration.

Protective factors that reduce the potential for youths committing law violations are strong social skills; negative attitudes toward crime; family attachment; parental monitoring of children’s activities with peers; clear rules of conduct that are consistently enforced within the family; involvement of parents in the lives of their children; success in school performance; strong bonds with institutions, such as school and religious organizations; and adoption of conventional norms about crime. Other protective factors for the juveniles at the Robert L. Perry Juvenile Justice Center would include programming received while at the Center; supervision services through the Juvenile Officer after release from the Juvenile Justice Center; an adult family member or friend on whom the juvenile could rely as a stable influence, a concerned teacher, etc.

Trend Analyses, Forecasts, And Other Data Related To Problem

From what we can discern from national, state, and local data, the incidence of serious crimes committed by youths has decreased over the past several years in many areas. However, there is concern about the percentages of youths arrested for crimes in Boone and/or Callaway counties that are higher than the national or state percentages, according to data from 2009. With respect to property crimes, these appear to be on the rise nationally, statewide and locally in Boone County, however Callaway County noted a decrease in property crimes from 2007 to 2009.

Comparison Of National, State, And Local Juvenile Offender Data

This information was gathered from FBI Arrest Statistics, for the year 2009 (the most recent year available), found on the OJJDP web site. The figures below represent the estimated number of persons age 10 to 17, in the U.S., Missouri, Boone County, and Callaway County, who were arrested for noted offenses:

Violent Juvenile Crime Arrests	Boone	Callaway	Missouri	United States
2007	71	11	1,852	95,780
2008	74	9	1,734	95,040
2009	81	4	1,747	85,890
Property Juvenile Crime Arrests				
2007	458	63	10,793	413,000
2008	578	63	12,170	433,300
2009	594	35	11,893	417,700

With respect to juvenile referrals made to the Boone and Callaway county Juvenile Offices, they are showing a downward trend for the number of juvenile referrals received as shown in the table below:

Year	Juvenile Division Referrals			
	Boone		Callaway	
	#	%	#	%

2011	2,061	77%	607	23%	2,668
2010	2,336	82%	504	18%	2,840
2009	2,560	84%	501	16%	3,061
2008	2,754	81%	631	19%	3,385
2007	2,983	83%	632	17%	3,615

Current And/Or Local Recent Efforts To Combat Problem And Results Of Efforts

The following information is based on local efforts to combat the problem of youths committing crimes. The data is taken verbatim from the "Family Court Services, Juvenile Division – Boone County – Callaway County - 2011 Annual Report." These programs are all based on the philosophy of accountability and are provided to juveniles who are under the informal or formal supervision of the Juvenile Officer.

Community Service Work

8,624 hours of CSW were completed. To understand what impact this has on the community, the number of hours multiplied by the rate of compensation equal to the current minimum wage equals \$62,524 of benefit to the community.

Community Service Work for Restitution

Since all youths are not able to pay restitution to victims of crime, due to their age or lack of employment opportunities, the Juvenile Officer developed this program. Youths who are unable to pay restitution as ordered are assigned to perform CSW. The CSW is then calculated at minimum wage and that amount is paid to victims from a fund. 624 hours were completed in the program, which provided \$4,523.00 in restitution to victims who would not have otherwise received payment.

Restitution

Victims who have suffered a financial loss as a result of a crime committed by a youth receive restitution for their loss. \$20,354 in restitution was collected. This figure would include amounts collected for restitution ordered in previous years.

Cognitive Behavioral Intervention (CBI)

The Thirteenth Judicial Circuit Family Court adopted the Cognitive Behavioral Intervention Theory. Cognitive behavioral interventions are based on techniques and practices that work to change thinking (cognition) and behavior (actions). The underlying principle of cognitive behavioral intervention is that if we alter our thinking, our behavior will change. The names of the programs and numbers of successful participants follow: Options to Anger, 22; Thinking for a Change, 20; Why Can't I Stop?, 9; and Wings, N/A.

The remainder of programs was listed in the annual report as follows:

Number of Program Participants	2007	2008	2009	2010	2011
Abuse/Neglect Parent Education Program	N/A	N/A	25	39	26
Anger Management for Teens	36	7	8	N/A	N/A
Boone County Family Resources	28	44	21	11	4
Burrell Behavioral Health	40	44	23	22	22
Cage the Rage	133	91	47	N/A	N/A
*Consequence Program	N/A	N/A	N/A	150	145
Drug & Alcohol Program	106	98	49	N/A	N/A
Drug Testing	498	272	268	318	287
Employment Program	N/A	N/A	23	N/A	N/A
Evening Reporting Center (ERC)	N/A	N/A	N/A	N/A	58
Family Therapy Program	36	39	42	23	37
Intensive Intervention Model Program	45	31	30	27	30

Intensive Youth Anger Management	75	19	13	N/A	N/A
It's Your Life Program/How to Save a Life	60	17	45	5	16
*Shoplifter's Program	108	110	78	33	23
Social Skills Program	N/A	N/A	7	N/A	N/A
STD Prevention for Females	N/A	7	16	N/A	N/A
STD Prevention for Males	N/A	10	10	N/A	N/A
*Tobacco Program	40	16	22	5	5
*Victim Impact Panel	122	63	72	14	26

* In 2010, the Juvenile Officer implemented the Consequence Program. It is a one-time program for the juvenile and their parent/custodian. Eligibility for the program includes review of the referral and the juvenile's file to determine if the referral is legally sufficient; if the referral is the juvenile's only legally sufficient referral within the past six months; ensuring the juvenile has not previously been under the supervision of the Juvenile Officer; ensuring the juvenile is at least 13 years of age; and whether the offense is a status offense (excluding parental referrals), an offense of shoplifting, peace disturbance, minor in possession, trespassing, third degree assault, or a traffic offense for youths 15 ½ years old or younger. It should be noted that the number of juveniles referred to the Shoplifter's Program, Tobacco Program, and Victim Impact Panel have decreased due to the implementation of the Consequence Program.

Program Goal and Objectives

JABG Program Goal and Objectives *

Provide the single, overall, defined goal for this proposed project. Then provide the objectives (activities) that will be implemented in order to support and achieve that goal. Refer to the Performance Based Measures when developing the Goals and Objectives.

A goal is a broad-based statement that reflects an overall end result you are trying to attain. A goal must be clearly stated, realistic, and achievable. A project will usually have one broad based goal.

Example of a Goal:

To reduce the number of juveniles reoffending within the city of ABC.

Example of Supporting Activities:

- 1. To provide after school mentoring services to delinquent youth.*
- 2. Program youth will participate in the proposed site-based mentoring program and after- school academic recovery program.*
- 3. After the first month of services, youth and their families will meet weekly with the community services coordinator to review their progress.*

Program Goal

To lower the rate of recidivism by youths who participate in the proposed programs at the Robert L. Perry Juvenile Justice Center.

Supporting Activities

1. To provide art instruction to eligible youths on both the detention wing and program wing of the Juvenile Justice Center. Participation in the Art Program is an earned privilege based on effort and behavior.
2. To provide music instruction to eligible youths (those on the program wing, on all levels of the RLPJJC program, with supervisory approval). Participation in the Music Program is an earned privilege based on effort and behavior.
3. To provide an additional camera/audio equipment for security/monitoring services at the Robert L. Perry Juvenile Justice Center.
4. To provide a smartboard/whiteboard for use by Juvenile Justice Center staff and teachers, to enhance educational and programming presentations and promote greater involvement by residents in these services.

Methodology**Methodology***

The Methodology is considered the operational or "who, what, when and how" portion of the proposal. Include the proposed program and services to be provided through the use of JABG funds. Also include the rationale for this program selection and the anticipated impact it will have on the juvenile crime problem previously described in the Statement of the Problem.

Key topics to fully address the Methodology may include, but are not limited to:

- A full description of the services that will be provided by this project
- The geographic area to be served by this project
- Who will provide and receive services
- When the services will be provided
- Where the services will be provided
- How the services will be provided (include screening, assessment, and/or referral procedures)
- The organizations that will assist in the delivery of services and their roles
- The impact the program/services will have on your community.
- A three month implementation timeline (funded proposals must be operational within 90 days of October 1st)

Be sure to provide a clear and precise description of and explanation for the services proposed in this application.

IV. METHODOLOGY

Who Will Provide And Receive Services? Robert L. Perry Juvenile Justice Center staff (supervisors, caseworkers, teachers, program assistants, art instructor, and music instructor, depending on which service is being provided) will provide services to residents at the Juvenile Justice Center.

- Residents, visitors, staff, and security officers will receive services through the Security/Monitoring Program.
- Eligible residents on both the detention and program wings of the Juvenile Justice Center will receive services through the Art Program. Detention wing residents deemed eligible by supervisory staff will receive services on the detention wing. Eligible program wing residents will receive services in a separate building on the facility grounds; therefore, a resident must have outside privileges. Both detention and program wing residents must have earned the privilege of participation through effort and behavior.
- Program wing residents on all levels of the Robert L. Perry Juvenile Justice Center program are eligible to participate in the Music Program, but participation is dependent upon good behavior.
- Residents on the detention wing of the facility will be able to use a smartboard in school and JJC

programming as well as residents on the program wing will continue to be able to use the smart board purchased out of the current grant.

The Services That Will Be Provided By This Project:

Art Program: Historically, only approved program wing residents could participate in the Art Program. In an effort to expand programming and services to youths, we have included youth in secure detention for participation in the Art Program, which is facilitated on the detention wing. We have been providing this service under the current grant since October 1, 2011 and it has been received with success and enthusiasm on the part of the detention wing residents.

During the school year, the Art Program takes place from noon to 1:00 p.m., on Mondays through Thursdays, and additionally from 2:15 p.m. to 3:15 p.m., on Tuesdays and Thursdays. A maximum of 5 to 6 residents may participate at one time. Detention wing residents will be provided art programming from noon to 1:00 p.m., on Tuesdays and Thursdays. During the summer, the Art Program takes place on Mondays through Thursdays, from noon to 1:30 p.m. on Mondays, and noon to 2:00 p.m., on Tuesdays, Wednesdays, and Thursdays. Additionally, there is a second session in the summer from 2:30 p.m. to 3:45 p.m., on Tuesdays, Wednesdays, and Thursdays. Program wing residents will have art classes during the early sessions on Mondays through Thursdays, and detention wing residents will have art classes during the later sessions on Tuesdays and Thursdays.

Throughout the year, residents are taught how to do many different types of projects, the main ones being pottery, weaving, wood burning, making jewelry, pen and ink drawings, and wood staining. The instructor teaches the participants about the color wheel (and how to mix colors to produce a color they may not have on hand), perspective, proportion, and composition. She has also introduced a weekly, brief art history session, presenting information about a different artist or art movement each week. The Art Program takes place during 47 weeks of the year.

Music Program: The music program takes place on Thursdays and Fridays, from 3:30 p.m. to 4:30 p.m. The music instructor provides participants with beginner keyboard lessons, using electronic keyboards that were purchased through previous JABG funding. The program takes place on the program wing of the facility; therefore, even residents who have not earned outside privileges (which they must have to participate in the Art Program) may participate, as long as their behavior is appropriate. The Music Program takes place during 47 weeks of the year.

Security/Monitoring Program: The ability to monitor additional areas of the facility enables staff to hold juveniles accountable more quickly and easily and, at times, to determine exactly what happened in certain situations when that would not be possible otherwise (video tapes are available for review). Cameras enhance the safety and security of residents, staff, and visitors at the facility. We are proposing the addition of one camera outside in the parking lot that will focus on the outdoor recreation area. This will allow staff inside the building to also monitor youth while outside with staff. In the event of a problem or elopement, we will be able to have staff respond quicker in order to address the situation.

Education and Programming Enhancement: The use of state-of-the-art technological devices that enhance the provision of educational and programming activities will engage youths more fully in these processes, broaden the scope of the programming that can be provided to them--programming that is designed to lower rates of recidivism. We are proposing the addition of a smartboard/whiteboard in the detention wing area of the facility.

The Geographic Area To Be Served By This Project: The 13th Judicial Circuit (Boone and Callaway counties).

When The Services Will Be Provided: During a youth's placement at the Robert L. Perry Juvenile Justice Center.

How The Services Will Be Provided: The programs/services will be facilitated by Juvenile Justice Center staff and teachers, and provided during regularly-scheduled, daily programming, with the

exception of the security/monitoring. The security/monitoring services will be in place at all times.

The Organizations That Will Assist In The Delivery Of Services And Their Roles: Since the Columbia Public Schools teachers assigned to the Juvenile Justice Center will be allowed to use the smartboard/whiteboard during school, they will be assisting in the delivery of services.

The Impact The Programs/Services Will Have On Your Community: Youths involved in the juvenile justice system have long been known to suffer from feelings of poor self-esteem, which can result from many factors (many of the factors have been noted in the Definition of the Target Population and The Risk and Protective Factors Present Within the Proposed Area of Service sections). Poor self-esteem often leads juveniles to have and maintain extreme feelings of incompetence and inadequacy. Those extreme feelings can cause youths to be unable to be as successful as they are capable of being in school, in social situations, and in interpersonal relationships. Feelings of poor self-esteem can cause competent youths to begin to care less about themselves, their families, their school performance, their friends, etc., until they often turn to activities in which they would not normally involve themselves: acts of delinquent and illegal behaviors, extreme sexual promiscuity, and/or substance abuse, etc. Youths who have been placed at the Robert L. Perry Juvenile Justice Center have obviously involved themselves in serious and/or repetitive acts of illegal behaviors. They are in primary need of obtaining assistance to develop more positive self-concepts. They are also in need of close monitoring, so they can be held quickly accountable for lapses in behavior, such as the monitoring that would be provided by additional security cameras. A positive self-concept will allow a youth to hold himself/herself more accountable and to facilitate a positive change in behavior. The Art Program and the Music Program afford youths the opportunities to experience positive self-expression and personal achievement, which helps them to develop more positive self-concepts. The use of a smartboard in the classroom and during programming will enable youths to engage more fully in the educational and programming experience. Experience and research demonstrate that when youths change their problematic behaviors and begin to achieve success, their chances of permanently altering the negative behaviors are significantly increased.

Three-Month Implementation Timeline: Because of the cash match requirement, which comes from the Juvenile Justice Center budget, the purchase of the security cameras and the smartboard/whiteboard must be made after the start of the new budget year, which will begin on January 1, 2012. The other programs will continue seamlessly, because 1) we still have some art supplies to work with; and 2) the music program requires no supplies. This delay until January on some programs has occurred every year that Boone County has received JABG funding.

Coordination of Services

Coordination of Services*

Explain how this applicant agency will collaborate with other service providers in the community that serve the target population.

For example,

- *Who are other service providers in the community?*
 - *How will the applicant agency avoid service duplication?*
 - *How will referrals be obtained and shared?*
 - *Does the applicant agency have formal agreements in place with these other services providers?*
 - *Will the applicant agency set up formal agreements with the other services providers?*
- And so forth.*

We will not collaborate with other established agencies and programs in the community. Service duplication is avoided by the fact that youths would receive these specific services when they are placed at the Robert L. Perry Juvenile Justice Center.

Performance Measure Acknowledgment

I have reviewed the performance measures for the OJJDP purpose area identified in this application and agree to collect the necessary data to report on the mandatory performance measures associated with that purpose area. Yes

Evaluation

Evaluation*

Restate the Goal, Objectives, and Performance Measures for this project. Keep in mind that the Performance Measures chosen must be tied to the Goal and Objectives for the proposed project.

For each, indicate the procedures to be utilized by your agency to collect and report on the data necessary to measure the progress and success of the project. Keep in mind that the Performance Measures are set by the Office of Juvenile Justice and Delinquency Prevention and that data must be collected on a continuous basis and reported to the Department of Public Safety monthly.

Also include information related to the implementation and achievements of the project to date. Reference the program's goal, supporting activities, three-year plan, and performance based measures to provide a logical, detailed, data-driven explanation of how the program achieved success during its first or second year. If the program did not achieve success in terms of numbers, please provide an explanation why, what steps have been taken to increase the likelihood of success during the up-coming year, and why the program should continue to be funded.

This accountability project includes the following four components: Art Program, Music Program, Security/Monitoring Program, and Education and Programming Enhancement. The goals are to hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants. Lowering recidivism rates is the objective of this project.

As previously mentioned, we have operated this program now for several years. The following provides a highlight of last year's grant:

176 residents participated in 1,458.50 hours of Art Instruction and 125 youth participated in 175 hours of keyboard instruction. Our short term recidivism rate was 18% and our long-term rate was 6%.

Below are the Mandatory Core Performance Measures which we will track and provide data to the best of our ability:

1. Number and percent of programs/initiatives employing evidence-based programs or practices.

We currently as a practice provide Cognitive Behavioral Intervention Programs on a regular basis in addition to participating in the Juvenile Detention Alternatives Initiative. We can provide the total number of programs provided each month.

2. Number and percent of youth with whom an evidence-based program or practice was used.

We currently track the number of CBI programs provided along with the number of youth who participated. Total hours of programming is also tracked and can be provided.

3. Number of program youth and/or families served during the reporting period. A spreadsheet is kept with this information and can be easily reported.

4. Number and percent of program youth completing program requirements. This information is also kept on a spreadsheet. Youth are determined to have completed the program upon them existing the detention center and returning to community supervision.

5. Number and percent of program youth who offend (short term). All of the youth who are active participants in our program are residents in our juvenile detention center and will therefore have already committed a delinquent offense upon entry to the facility. This will be the number of participants in the program and kept in a spreadsheet.

6. Number and percent of program youth who offend (long term). This will be the number of youth who after six months of participating in the program have not committed a new offense. We maintain a list

of all program participants and use the CMIPCHI screen in JIS to track new offenses.

7. Number and percent of program youth who re-offend (short term). This is data that has been kept on previous grants and will continue to be provided. As previously mentioned, a list of all program participants is kept in a spreadsheet and we use the CMIPCHI screen in JIS to track the recidivism of each program participant, monthly.

8. Number and percent of program youth who re-offend (long term) This is data that has been kept on previous grants and will continue to be provided. We will maintain a list of all program participants and use the CMIPCHI screen in JIS to track the recidivism of each program participant, monthly.

9. Number and percent of program youth who are victimized (short term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been victimized.

10. Number and percent of program youth who are victimized (long term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been victimized. Most of this data will likely come from our victim advocate unless a resident returns to the detention center during this time frame.

11. Number and percent of program youth who are re-victimized (short term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been a victim on more than one occasion during the reporting period.

12. Number and percent of program youth who are re-victimized (long term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been re-victimized. Most of this data will likely come from our victim advocate unless a resident returns to the detention center during this time frame and we are able to collect this information.

13J. Number and percent of program youth who have exhibited a desired change in anti-social behavior (short term). This will be objectively measurable for program wing youths, by comparing the level they had attained at their times of release compared to the level at times of admission. This will be reported monthly and annually by the secretary who reports on the performance measures.

The following output and outcome measures will also be reported on:

Output Measure-

298. Number of people trained during the reporting period This will be the number of people receiving any formal training relevant to the program or their position as program staff. Administrative staff keeps a training log for each staff which includes the total number of staff trained.

302. Number of planning or training events held during the reporting period This will be the number of planning or training activities held during the reporting period. Administrative staff also includes this information on the training log and will reported monthly.

Outcome Measure-

307. Number of supervision meetings per youth per month: This will be the number of times Juvenile Justice Center caseworkers meet with youths assigned to their caseloads during the month. Caseworkers will report this information monthly and annually. We will then figure the average number of meetings for residents and will report this information.

DMC Efforts

DMC Efforts The 2009 Relative Rate Index for African Americans for referrals for Boone County is 7.28, which means that African American youth in Boone County were referred to the juvenile court system 7.28 times more than their white counterparts. For all other minorities the Relative Rate Index is 4.82. Since July of 2011, we have had a DMC Committee that is focusing on reducing our disproportionate minority contact. Since October of 2011, we have worked with State DMC Coordinator Carolyn Kampeter in assisting us with developing a MOU with the Columbia Public School System in Boone County. It was at the school level point of referral, that we were seeing the most disparity. We are close to finalizing an MOU and hope to implement it during the 2012-2013 school year. We have also been a JDAI site since October of 2009 and have been using the Juvenile Detention Alternatives Assessment since January of 2010 to guide our decision on whether or not to detain. So far in 2012, we have an eligible release override rate of 2%.

Non-Supplanting

Non-Supplanting*

Address the issue of supplanting as it pertains to this grant application.

Supplanting applies to public, governmental, and non-profit agencies. If you are requesting funds for existing costs not covered previously through JABG funds, address in detail how using the proposed JABG funds for the existing costs would not constitute supplanting. These federal funds are not intended to replace local funds or other state/federal funds.

Provide enough information to ensure that the reviewer knows that you have a thorough understanding of supplanting.

This funding will not supplant existing funding. These programs have been sustained through JABG funding since they began. We acknowledge that federal funds will be used to supplement existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose.

Certification of Local Match

Agency Name	Source	Amount
Boone County	Robert L. Perry Juvenile Justice Center Budget	\$1,871.67
		\$1,871.67

Audit Requirements

Date last audit was completed: June 27,2011
 Date(s) covered by last audit: 1/1/2010 to 12/31/2010
 Last audit performed by: Rubin Brown LLP
 Phone number of auditor: 314-290-3300
 Date of next audit: June 30, 2012
 Date(s) to be covered by next audit: 1/1/11 to 12/31/11
 Next audit will be performed by: Rubin Brown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date (s) covered by your agency's last audit, as indicated above.

The **Federal Amount** refers to funds received directly from the Federal Government and/or federal funds passed through state agencies.

The **State Amount** refers to funds received directly from the state of Missouri, not including federal pass-thru funds.

Federal Amount: \$1,993,733.00

State Amount: \$2,722,382.00

JABG Controlled Substance Testing Policy Form

must be submitted in the Required Attachments section of the application.

It is hereby certified Applicant Agency does not have direct responsibility for the controlled substance testing practices and policies of juveniles within the juvenile justice system. No

It is hereby certified that the Applicant Agency has implemented a controlled substance testing policy of appropriate categories of juveniles within the juvenile justice system. A copy of said policy is attached to this application. Yes

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Title: Presiding Commissioner
Authorized Official Name: Dan Atwill
Date: 05/24/2012

Required Attachments

Attachment	Description	File Name	Type	File Size
Organizational Chart(s)	Robert L. Perry Juvenile Justice Center Organizational Chart	org chart.doc	doc	37 KB
Job Description(s)	Job descriptions of art and music instructors.	job descriptions.doc	doc	26 KB
2 Letters of Support	Letters of Support for JABG Grant	letter of support.PDF	PDF	543 KB
Resume(s) (if applicable)	Personnel Resumes	Personnel Resumes.PDF	PDF	841 KB
Memorandum(s) of Understanding (if applicable)	Not applicable.	MOU's.doc	doc	24 KB
Juvenile Crime Enforcement Coalition Form	Juvenile Crime Enforcement Coalition members.	Juvenile Crime Enforcement Coalition.doc	doc	47 KB
Current Copy of 501(c)(3) (if applicable)	Not applicable.	501.doc	doc	24 KB
Contract(s) (if applicable)	Not applicable.	Contracts.doc	doc	24 KB
Controlled Substance Testing Policy (if applicable)	Controlled Substance Testing Policy	JABG CONTROLLED SUBSTANCE TESTING POLICY.doc	doc	25 KB

Other Attachments

File Name	Description	File Size
art supplies.doc (51 KB)	List of Art Supplies to be purchased for Art Program	51 KB

Application Certified Assurances Form

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following if the funding is awarded:

JABG Certified Assurances

I am aware that failure to comply with any of the grant guidelines could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance.

I have read and agree to the terms and conditions of the Juvenile Accountability Block Grant. Yes

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Title:	Boone County Presiding Commissioner
Authorized Official Name:	Dan Atwill
Date:	05/24/2012



**The Missouri Department of Public Safety, Office of the Director
 Juvenile Justice Program Certified Assurances
 The Juvenile Accountability Block Grant (JABG)**

In addition to the general terms contained in the *JABG Application Packet*, the Applicant is also conditioned upon and subject to compliance with the following assurances:

1. The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the *Juvenile Accountability Incentive Block Grant ACT of 1997*, as established by Public Law 105-119 and Title III of House Resolution 3, in 2004 renamed the *Juvenile Accountability Block Grant*; the *DPS Financial and Administrative Guide*; the current edition of the *Office of Justice Programs Financial Guide*; the current *JABG Grant Application Packet*; and all other applicable federal laws, orders, circulars, or regulations.
2. **Availability of Appropriated Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
3. **Evaluation:** The Applicant agrees to maintain the programmatic and financial records necessary to evaluate the effectiveness of the program.
4. **Reporting:** The Applicant agrees to submit monthly expenditure and performance reports to the Department of Public Safety by the 10th of each month. Additionally, the Applicant agrees to submit a year-end report summarizing the total annual outputs and outcomes. This year-end report must provide a comparison between the program's expected and actual progress toward meeting the stated goal and performance measurement targets. Furthermore, the Applicant agrees to submit the appropriate records in a timely manner as required in the *DPS Financial and Administrative Guide*.
5. **Administration:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the *Office of Justice Programs Financial Guide* and the current JABG Application. The Applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
6. **Personnel:** The Applicant assures that time/attendance records shall support any personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. These records must clearly show the hours worked and time spent specifically on this grant project. Job descriptions will also be maintained. Payroll records and time sheets shall be made available during monitoring visits.
7. **Travel/Training:** The Applicant agrees to follow the state of Missouri Travel Policies as set forth by the Office of Administration or those policies of the Applicant Agency; whichever is most restrictive. Applicant further agrees that expenditures for travel shall be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts must be provided. Incidentals are not eligible for grant reimbursement. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Travel costs may be reimbursed only after travel has been completed. Reimbursement of conference registration fees will not be provided until the conference has taken place. No indirect costs will be allowed. Approval must be obtained from the Missouri Department of Public Safety, Office of the Director, prior to attending any training/travel that is not specifically outlined in the approved budget. Refer to the *DPS Financial and Administrative Guide* for more information regarding allowable travel costs and rates.
8. **Supplies/Operating Expenses:** The Applicant assures that expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation, in the form of paid bills and vouchers, shall be provided to support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, curricula and other "miscellaneous items", not specifically outlined in the approved budget, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval prior to purchase.

9. **Contractual Services:** The Applicant assures that the following general requirements will be followed when subcontracting for work or services contained in the proposal:
- a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Rates exceeding \$450 (excluding travel and subsistence costs) per day requires written, prior approval from the U.S. Department of Justice. An 8-hour day may include preparation, evaluation, and travel time that may be included in calculating the day(s) for which a consultant may receive compensation.
 - c. A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon ratification.
 - d. Payments shall be supported by statements documenting the services rendered and the period covered.
 - e. Any contract or agreement for service(s) of \$3,000 or more, which is not entered into as a result of a competitive bid process (or if only one bid is received), shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
10. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with JABG funds administered by the Missouri Department of Public Safety, Office of the Director. Applicant is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records. The Applicant shall use and manage equipment in accordance with its procedures as long as the equipment is used for juvenile justice purposes. *See the DPS Administrative Guide section on Disposition of Personal, Non-Expendable Property.*
11. **Renovation/Construction:** The Applicant assures that it shall comply, and all its subcontractors shall comply with the provisions of the Office of Justice Programs Office of the Comptroller Financial Guide. Applicant further acknowledges that all construction/renovation projects require a local government match of which the federal award cannot exceed 50% of the total project cost and is matched on a dollar-for-dollar basis.
12. **Interest:** The Applicant assures that federal funds will not be used to pay interest or any other financial costs. The Applicant shall refund any interest earned on federal funds to the Missouri Department of Public Safety, Office of the Director.
13. **Non-Supplanting:** The Applicant assures that federal funds awarded will be used to supplement (add to) existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose. The Missouri Department of Public Safety, Office of the Director, may take corrective action as it deems necessary. Suspension of federal and/or state funds, suspension or debarment from federal and/or state grants, recoupment of monies provided under this grant, and civil and/or other criminal penalties may be imposed. Potential supplanting will be the subject of monitoring and an audit.
14. **Auditing:** The Applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues that may be identified by from OMB Circular A-133 audits (and any other audits of Office of Justice Programs grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the Office of Justice Programs Financial Guide, Chapter 19. The Applicant further agrees to provide an annual audit of their organization, if required, in accordance with the provision of the Office of Management and Budget Circulars applicable to their organization.
15. **Fiscal Procedures:** The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract. These records will clearly delineate other sources of revenue that may be utilized for this project and/or by this agency.
16. **Documentation:** The Applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice.

POST-Certification: If the Applicant understands and agrees that it will not directly or indirectly, in support of any contract or sub-award to either the Association of Reform Now (ACORN) or its subsidiaries, without the express prior written approval of Office

Subjects Protection: Applicant agrees to comply with the requirements of 28 CFR Part 46 and policies and procedures regarding the protection of human research subjects, including IRB Board approval, if appropriate, and subject to informed consent.

Applicant will comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act, the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. In addition, a recipient must also comply with the nondiscrimination provisions within the applicable laws, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding either in *employment* (subject to the exemption for certain faith-based organizations known as "Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, sex, age, or disability. In addition, Office of Justice Programs recipients may not discriminate on the basis of national origin in the delivery of services or benefits.

Compliance with the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of race, color, sex, age, or disability in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English.

The Applicant will also comply with applicable federal laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC Section 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 1975 (42 USC Section 5612(b)); the Civil Rights Act of 1964 (42 USC Section 2000d); the Rehabilitation Act of 1973 (29 USC Section 794); the Americans with Disabilities Act of 1990 (42 USC Section 12131-34); the Education Amendments of 1972 (20 USC Sections 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 USC Sections 6101-07); see Ex. Order 13279 (Equal protection of the laws for faith-based and community organizations).

FBO: The Applicant agrees to comply with Executive Order 13279 which relates to the fair and equitable treatment of Faith Based Organizations (FBO's). The Executive Order and regulations also prohibit FBO's from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. *Please see the Applicant's Guide for more information.*

The Applicant is aware that an organization which is a recipient of financial assistance subject to the requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 USC Section 5612(b), must meet two additional requirements: (1) complying with Federal Acquisition Regulation (FAR) requirements for the development of an Equal Opportunity Plan (EOP), 28 CFR Section 42.301-.308, and (2) complying with the Equal Employment Opportunity Act of 1972 (EEOA) (see 28 CFR Sections 42.205(5) or 31.202(5)).

Funding: The Missouri Department of Public Safety, Office of the Director, reserves the right to suspend or terminate any contract entered into as a result of this application at its sole discretion and without penalty or reimbursement to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become the property of the state of Missouri. The contractor shall be entitled to receive just and equitable compensation for work completed prior to the effective date of termination.

Association of Community Organizations for Reform Now (ACORN): The Applicant cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Reform Now (ACORN) or its subsidiaries, without the express prior written approval of Office of Justice Programs.

33. Confidentiality and Human Subjects Protection: Applicant agrees to comply with the requirements of 28 CFR Part 46 and policies and procedures regarding the protection of human research subjects, including IRB Board approval, if appropriate, and subject to informed consent.

34. Civil Rights Compliance: Applicant will comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable laws, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding from discriminating on the basis of race, color, national origin, sex, religion, or disability in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of race, color, sex, age, or disability in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English.

The Applicant will also comply with applicable federal laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC Section 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 1975 (42 USC Section 5612(b)); the Civil Rights Act of 1964 (42 USC Section 2000d); the Rehabilitation Act of 1973 (29 USC Section 794); the Americans with Disabilities Act of 1990 (42 USC Section 12131-34); the Education Amendments of 1972 (20 USC Sections 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 USC Sections 6101-07); see Ex. Order 13279 (Equal protection of the laws for faith-based and community organizations).

35. Faith-Based Organizations (FBO): The Applicant agrees to comply with Executive Order 13279 which relates to the fair and equitable treatment of Faith Based Organizations (FBO's). The Executive Order and regulations also prohibit FBO's from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. *Please see the Applicant's Guide for more information.*

36. Safe Streets Act: The Applicant is aware that an organization which is a recipient of financial assistance subject to the requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 USC Section 5612(b), must meet two additional requirements: (1) complying with Federal Acquisition Regulation (FAR) requirements for the development of an Equal Opportunity Plan (EOP), 28 CFR Section 42.301-.308, and (2) complying with the Equal Employment Opportunity Act of 1972 (EEOA) (see 28 CFR Sections 42.205(5) or 31.202(5)).

37. Suspension or Termination of Contract: The Missouri Department of Public Safety, Office of the Director, reserves the right to suspend or terminate any contract entered into as a result of this application at its sole discretion and without penalty or reimbursement to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become the property of the state of Missouri. The contractor shall be entitled to receive just and equitable compensation for work completed prior to the effective date of termination.

27. **Federal Funding Accountability and Transparency Act (FFATA) of 2006:** The Applicant agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006.
28. **Drug-Free Workplace (Grantees other than Individuals):** The Applicant agrees to comply with provisions, as required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.
29. **Drug-Free Workplace (Grantees who are Individuals):** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620
- As a condition of the grant, I certify that I or any employee of this agency will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
 - If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I or any employee of this agency will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Missouri Department of Public Safety
Office of the Director
and Juvenile Justice Unit
P.O. Box 749
Jefferson City, MO 65102-0749

30. **Federal Standard Assurances:** The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-110, A-122, A-133 which may be found in 2 CFR, Parts 215-230 and OMB Circular A-102; E.O. 12372; and Uniform Administrative Requirements for Grants and Cooperative Agreements, 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted project. The Applicant assures and certifies that:
- It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 - It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 - It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 - It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR Parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR Section 175.15(b).
 - It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 USC Section 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 USC Section 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 USC Section 4321).
 - If a governmental entity,
 - It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC Section 4601 et seq.), which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - It will comply with requirements of 5 USC Sections 1501-08 and Sections 7324-28, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
31. **Controlled Substance Testing Policy:** The Applicant assures they have in place and can provide an established policy for controlled substance testing of appropriate categories of juveniles within the juvenile justice system prior to accepting JABG funding. An official policy not to test at the local government level is a legitimate juvenile justice controlled substance testing policy. Said policy is a component of the JABG allocation application.

ART SUPPLIES ATTACHMENT TO APPLICATION

Sculpey Bright Color Set, polymer clay, colors: white, lime, hot pink, atomic orange, turquoise, French blue, purple, lemon, violet, red-hot red	2 packs @ \$14.40 each	\$28.80
Old World bead assortment, 1 lb. metallic set and 1 lb. acrylic set	2 sets @ \$23.75 for 1 lb. metallic and 1 lb. acrylic	\$47.50
Mod Podge gloss finish, quart	3 quarts @ \$11.15 each	\$33.45
Papier Mâché boxes, 40 square boxes	40 boxes @ \$.62 per box	\$24.80
Gallery glass window color, 2 oz. bottle, black onyx	1 bottle @ \$2.25 each	\$2.25
5-minute epoxy gel (super strong glue)	2 tubes @ \$4.95 each	\$9.90
Hemp craft cord	400' foot ball, black @ \$6.30 for 400'	\$6.30
Dr. Martin's Bombay India ink – white, red, and yellow	White ink, 2 @ \$3.04 each Red ink, 1 @ \$3.04 each Yellow ink, 1 @ \$3.04 each	\$6.08 \$3.04 \$3.04
Welded macramé rings, 6" diameter	24 rings @ \$.58 each	\$13.92
Welded macramé rings, 12" diameter	24 rings @ \$1.47 each	\$35.28
Sculpey polymer clay, black, 1 lb.	1 lb. @ \$12.77	\$12.77

Amaco lead-free velvet underglazes, 2 oz. jars in various colors	Jet black, 2 jars @ \$3.92 each	\$7.84
	White, 2 jars @ \$3.92 each	\$7.84
	Yellow, 2 jars @ \$3.92 each	\$7.84
	Bright red, 1 jar @ \$6.79	\$6.79
	Real orange, 1 jars @ \$6.79 each	\$6.79
	Salmon, 1 jars @ \$4.42 each	\$4.42
	Red-brown, 2 jars @ \$3.92 each	\$7.84
Blick Wonder-Cut linoleum, ¼" thick, medium hardness, unmounted, 4"x6" sheets and 6"x8" sheets	6 pkgs. of 12 sheets, 4"x6", at \$8.39 per package	\$50.34
	6 pkgs. of 12 sheets, 6"x8", at \$15.73 per package	\$94.38
Subi block-printing paper, white and assorted colors, all 9"x12" size	100 sheets white, 2 packages @ \$5.91 each	\$11.82
	40 sheets assorted colors, 3 pkgs. @ \$6.45 each	\$19.35
Embroidery floss, black	4 skeins @ \$.50 each	\$2.00
Moist buff clay, cone 5/6	100 lbs. @ \$28.00 per 100 lbs.	\$28.00
Scratch art solid colored paper, colors: red, blue, yellow, green, pink, pkg. 60 sheets, 10 sheets each color	1 pkg. of 60 sheets @ \$21.20	\$21.20
Scratch art multicolor paper, pkg. 50 sheets	1 pkg. of 50 sheets @ \$22.25	\$22.25
TOTAL PROJECT COST		\$473.25
LOCAL MATCH		\$52.58
FEDERAL/STATE SHARE		\$525.83

JABG CONTROLLED SUBSTANCE TESTING POLICY

Every juvenile admitted to the Robert L. Perry Juvenile Justice Center is administered a 10-panel drug test upon admission. The test screens for the presence of marijuana, cocaine, amphetamines, Ecstasy (MDMA), opiates, methamphetamines, barbiturates, benzodiazepines, oxycodone, and PCP. Additionally, juveniles with identified substance abuse concerns, who are living in the community and who are under the supervision of the Juvenile Officer of the 13th Judicial Circuit, are also subject to random urinalysis drug screenings of the type used at the Juvenile Justice Center.

JOB DESCRIPTIONS

Art Instructor

Primary duties: provide instruction and assistance in various art mediums to juvenile law violators in placement at detention facility, which provides evaluation and placement services. Work with juveniles who are behaviorally eligible to participate in the art program. Document number of participants/hours of participation monthly, for grant reporting purposes. Responsible for submitting orders for art supplies, following budget guidelines.

Skills/Qualifications: mature, responsible individual, high school graduate or equivalent, with at least three years' art instruction experience with adolescents and demonstrated ability in several art mediums, e.g., drawing, painting, pottery, etc. Thorough knowledge of kiln operation for clay projects. Must be 21 years of age. Subject to pre-employment drug testing, employment check, criminal background check, and child abuse/neglect check.

Music Instructor

Primary duties: provide instruction and assistance in beginning piano (keyboard) to juvenile law violators in placement at detention facility, which provides evaluation and placement services. Work with juveniles who are behaviorally eligible to participate in the music program.

Skills/Qualifications: mature, responsible individual, high school graduate or equivalent, with at least three years' music instruction experience with adolescents and demonstrated ability in keyboard. Must be 21 years of age. Subject to pre-employment drug testing, employment check, criminal background check, and child abuse/neglect check.

JABG JUVENILE CRIME ENFORCEMENT COALITION

JCEC Coalition—Any category left blank must have a justification included in the comments section of this form. If the JCEC has additional members, please identify them in the comments section also.

Category	Name	Street Address	City, State, Zip	Phone # / E-Mail Address
Police	Juvenile Detective Steve McCormack	600 E Walnut	Columbia MO 65201	573-874-7652 / 874-6322 spmccorm@gocolumbiamo.com
Sheriff	Captain Greg Vandegriffe	2121 County Drive	Columbia MO 65202	573-875-1111 GVandegriffe@boonecountymo.org
Prosecutor	Teri Armistead, Legal Counsel	705 E Walnut	Columbia MO 65201	573-886-4200 teri.armistead@courts.mo.gov
State/Local Probation Services	Rick Gaines, Juvenile Officer	705 E Walnut	Columbia MO 65201	573-886-4200 rick.gaines@courts.mo.gov
Juvenile Court	Kathy Lloyd, Court Administrator	705 E Walnut	Columbia MO 65201	573-886-4060 kathy.lloyd@courts.mo.gov
Schools	Vince Thompson, Alternative Programs Site Administrator	1801 W Worley	Columbia MO 65203	573-445-7166 vthompso@columbia.k12.mo.us
Business	Amy Markel, Markel & Lingo Attorneys	1020 E Walnut	Columbia MO 65201	573-449-2740 amy@markelandlingolaw.com
Prevention Organizations	Eric Lawman, Chairperson, Religious Education Coordination Council	1305 E Hwy MM	Ashland MO 65010	573-657-1119 (H) 573-884-7945 (W) lawmanee@missouri.edu
Other – Social Services	Janie Bakutes, Director, Rainbow House Regional C.A.C.	1611 Towne Drive	Columbia MO 65202	573-474-6600 jbakutes@rainbowhousecolumbia.org
Other – Law Enforcement				
Comments	The person in the "Other-Law Enforcement" category had to recently resign. We are searching for another person for that category. In the meantime, we are represented by an officer from the Columbia Police Department and a captain from the Boone County Sheriff's Department.			



**TWELFTH JUDICIAL CIRCUIT
OF MISSOURI**

JUVENILE DIVISION

**COMPRISING AUDRAIN
MONTGOMERY & WARREN
COUNTIES**

101 N. Jefferson Room 303, Mexico, MO 65265
Phone 573-473-5880 Fax 573-582-7473

May 18, 2012

CIRCUIT JUDGE
KEITH M. SUTHERLAND

ASSOCIATE CIRCUIT JUDGES
LINDA R. HAMLETT
KELLY C. BRONIEC
WESLEY C. DALTON

JUVENILE OFFICER
BRUCE T. MCKINNON

DEPUTY JUVENILE OFFICERS

AUDRAIN COUNTY
KERRI SMITH, CHIEF
POLLY TRAMEL
KIM SCHERRY

101N. Jefferson-Room 303
Mexico, MO 65265
(573) 473-5880
(573) 582-7473 FAX

MONTGOMERY COUNTY
MELISSA DEMPSEY
211 E. Third, Room 1
Montgomery City, MO 63361
(573) 564-3750
(573) 564-2438 FAX

WARREN COUNTY
BILL ROGERS, SUPERVISOR
AMY JUSTUS
ASHLEY KOPP

211 East Booneslick Street
Warrenton, MO 63383
(636) 456-2538
(636) 456-1841 FAX

Marcia Hazelhorst, Superintendent
Robert L. Perry Juvenile Justice Center
5665 Roger I. Wilson Memorial Drive
Columbia MO 65202

Dear Marcia,

Our circuit has enjoyed a long professional association with the Robert L. Perry Juvenile Justice Center. Your facility has been providing contractual secure detention for youth from the 12th Judicial Circuit for over twenty years. Our Juvenile Officers have been able to rely on the continuity, dependability, and quality of the services that you, and your predecessor, have been providing to youths from our circuit who have been placed in your facility throughout the years.

I am especially impressed by the innovative approach that your facility takes when dealing with the youth in your facility. Your Level and Point System often provides youth the only real structure and accountability that they have had in their life; and often is missing in their home or in the community. Your Art and Music Programs are two other positive activities that assist some youth with discovering constructive outlets for their problems and add to their self-esteem; which low self-esteem is often one of the underlying causes for the youths' delinquent acts.

My office is fully supportive of your efforts in applying for JABG funding for the upcoming grant year, so that you may continue to provide quality programming to the youths you serve at your facility.

Sincerely,

Bruce T. McKinnon,
Juvenile Officer



Chanda Bankhead
Chief Juvenile Officer
email: Chanda.Bankhead@courts.mo.gov

Don Hughes
Chief Deputy Juvenile Officer
email: Don.Hughes@courts.mo.gov

Amanda Kroner
Deputy Juvenile Officer
email: Amanda.Kroner@courts.mo.gov

Carol Tipton
Deputy Juvenile Officer
email: Carol.Tipton@courts.mo.gov

*Office of
Juvenile Court Services*

14th Judicial Circuit
Howard & Randolph Counties
223 North Williams
Moberly, MO 65270
Phone: 660-263-2970
Fax: 660-283-1193

Jill Whitehead Creed
Juvenile Officer Attorney
email: Jill.Creed@courts.mo.gov

Dale Devenport Jr
Deputy Juvenile Officer
email: Dale.Devenport@courts.mo.gov

Casey Roberts
Deputy Juvenile Officer
email: Casey.Roberts@courts.mo.gov
Howard County Office
Phone: 660-248-3035
Fax: 660-248-3035

May 21, 2012

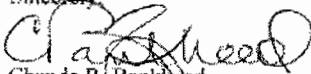
Robert L. Perry Juvenile Justice Center
Marcia Huzelhorst, Superintendent
5665 Roger L. Wilson Memorial Drive
Columbia, Missouri 65202

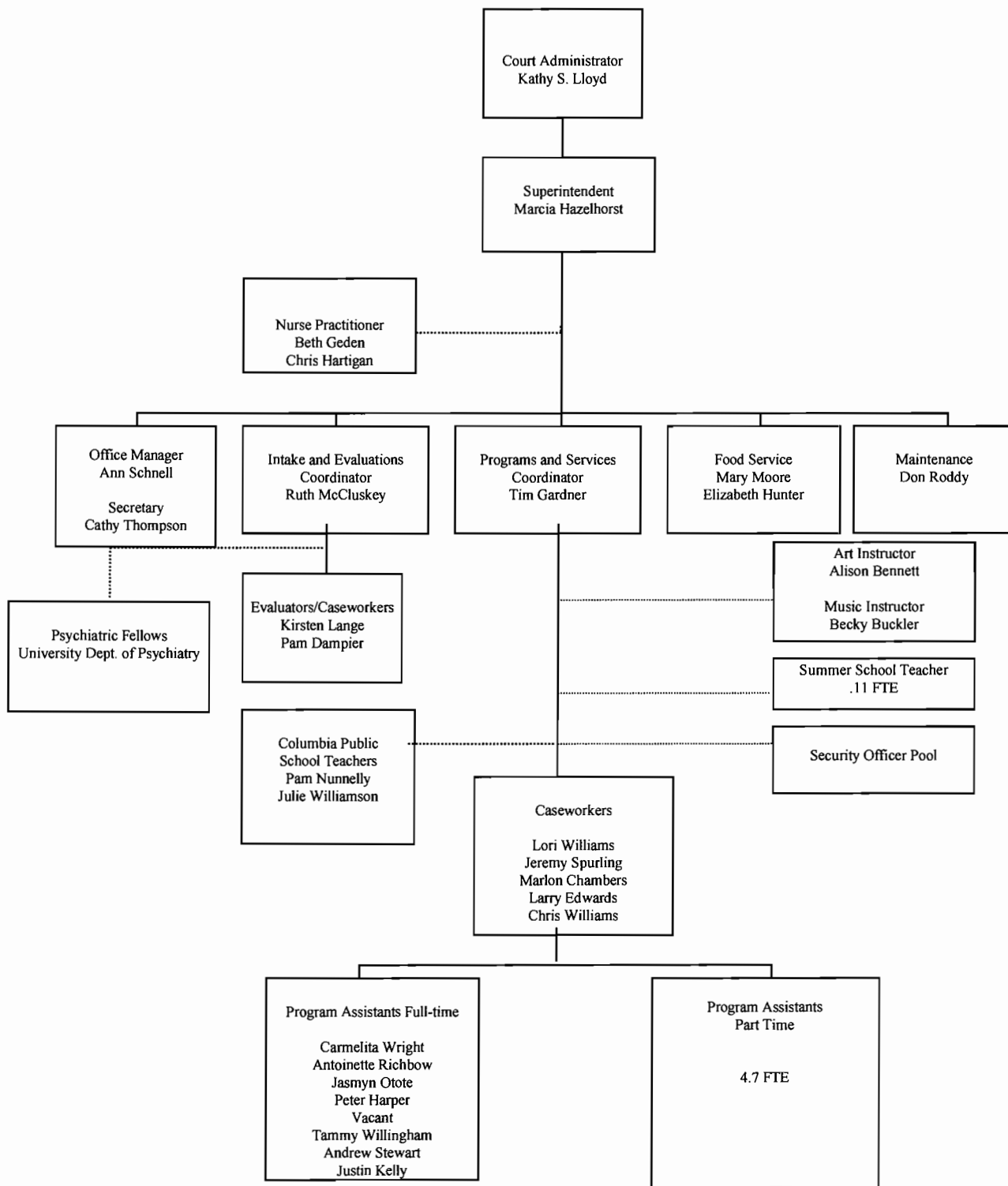
Dear Marcia,

The 14th Judicial Circuit has continued to enjoy an ongoing professional association with the Robert L. Perry Juvenile Justice Center over the years. We rely on the service and support that is provided by the center to our youth and their families. Our circuit has been able to benefit from services for our youth from both the detention center as well as the evaluation side of the center for a number of years with much success. With doing so, our youth have gained valuable treatment services through the quality programs that the center has offered.

We are fully in support of your efforts in applying for the JABG funding for the upcoming grant year which will allow for the center to continue providing quality services to the youth that you serve at the facility.

If I could be of any further assistance, please feel free to contact me at 660-263-2970.

Sincerely,

Chanda R. Bankhead
Chief Juvenile Officer
14th Judicial Circuit



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Courthouse Grounds and Courtyard Square by William Dessenberger on June 29th, 2012, June 30th 2012, and July 1st 2012 from 5:00 pm 6/29/2012 until 8:00 pm 7/1/2012 for a weekend conference and teaching camp.

Done this 5th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Absent
Skip Elkin
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Weekend conference and teaching camp

Date(s) of Use: 6/29, 6/30, 7/1 2012

Time of Use: From: 5PM 6/29 a.m./p.m. thru 8PM 7/1 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311
Centralia Office - Rm332

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: William Dessenberger (Bill)

Organization Representative/Title: _____

Address/Phone Number: 236 E Clearview Dr Columbia MO 65202 / (573) 239-4129

Date of Application: 5/22/2012

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 6/5/12