

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

14th

day of July

20 15

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

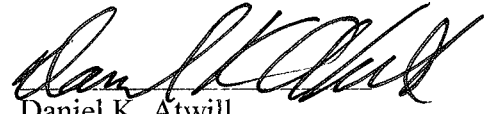
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 2-140627DP for Penetrating Silane Sealant with Shield Products Inc., of St. Louis, MO.

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

Done this 14th day of July, 2015.

ATTEST:

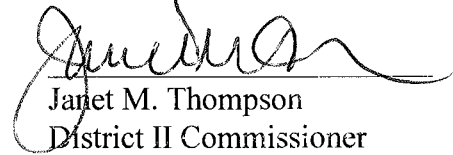
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

292-2015

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPPO, CPPB
DATE: July 6, 2015
RE: Cooperative Contract: 2-140627DP – Penetrating Silane Sealant

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation cooperative contract *2-140627DP* to purchase Penetrating Silane Sealant from Shield Products Inc. of St. Louis, Missouri.

Public Works uses concrete bridge deck sealant as a sealant after they power wash the bridge decks. According to Chet Dun, Public Works Manager, they do 1/3 of the bridges each year.

Invoices will be paid from department 2040 – PW Maintenance Operations, account 26300 – Material and Chemical Supplements. \$10,000 was budgeted for 2015. \$61,871 remains in the account at this time.

cc: Chet Dunn, Public Works / Derin Campbell, Resource Management
Contract File

**PURCHASE AGREEMENT FOR
PENETRATING SILANE SEALANT – SHIELD SIL-100
TERM & SUPPLY**

THIS AGREEMENT dated the 14th day of July 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Shield Products Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Penetrating Silane Sealant** in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **2-140627DP** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **2-140627DP** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Penetrating Silane Sealant** as identified and responded to in the Contractor's Bid Response. Product shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

Penetrating Silane Sealant with Low Oligomer and Polymer Compound \$22.42 / per gallon
Manufacturer: Shield Products Inc. **Brand:** Shield SIL-100

3. **Contract Duration** - This agreement shall commence on **July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County **for two (2) additional one-year periods** subject to the pricing clauses in the Contractor's quote and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date.

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

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

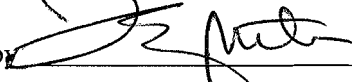
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

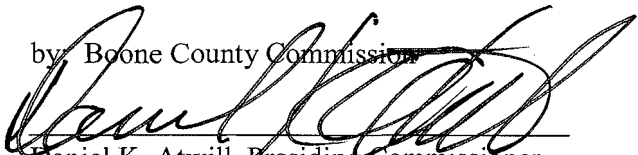
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

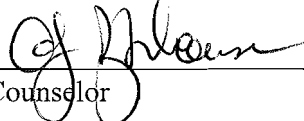
SHIELD PRODUCTS INC.

by 
 title PRESIDENT

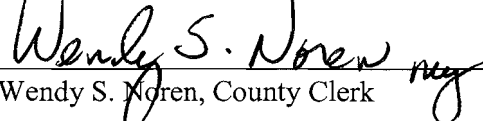
BOONE COUNTY, MISSOURI

by Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

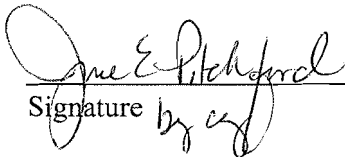

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	<u>7/6/15</u>	<u>2040 / 26300 - Term and Supply</u>
Signature	Date	Appropriation Account
by <u>ajf</u>		<u>No Encumbrance Required</u>

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

Missouri Department of Transportation
Roberta Broecker, Interim Director

573.751.2551
Fax: 573.751.6555
1.888.ASK.MODOT (275.6636)

May 18, 2015

Shield Products Inc
5205 Bischoff Avenue
St. Louis, MO 63110

RE: Penetrating Sealant - Shield SIL-100
2-140627DP
1st Renewal

Dear Mr. Suter:

Please be advised that the Missouri Department of Transportation (MoDOT), Jefferson City, Missouri, is exercising its option for its first renewal for the above referenced product. You indicated in your email correspondence that Shield Products pricing will remain the same at \$22.42 during this first renewal period.

PENETRATING SEALANT			
Line Item	Description	Unit of Measure	Firm, Fixed Price
001	Penetrating Silane Sealant with Low Oligomer and Polymer Compound	Price Per Gallon	\$ 22.42
Manufacturer: <u>SHIELD PRODUCTS INC</u> Brand: <u>SHIELD SIL-100</u>			
In the space below, indicate the container size (5 gallon pails, 55 gallon drums and/or 250 gallon totes):			
Container/Packaging Type: <u>5 GAL, 55 GAL, 250 GAL CONTAINERS - NO CHANGE IN PRICE</u>			

Please sign below where indicated and fax (573-526-1218) or email this letter back to my attention, within five business days of this notification. This information will be kept in the contract file to verify your firm's acceptance of this renewal and associated pricing. Except as otherwise noted herein, all terms of the original contract are still in force.

The first renewal period will run from July 1, 2015 through June 30, 2016. This is not a purchase order. Purchase orders will be issued to your company on an as needed basis. Please feel free to contact me at (573) 526-0760 if you have any questions.

Sincerely,

Dee Pardue

Dee Pardue
General Services Technician
Dee.Pardue@mo.gov

I, THOMAS SUTER (printed name), on behalf of **Shield Products**, am authorized to provide the above referenced pricing and enter into a contractual obligation to provide the above specified commodity to the Missouri Department of Transportation.

Signature

Date



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

PRICING PAGE


The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid. All costs associated with providing the required deliverables shall be included in the prices, including freight.

PENETRATING SEALANT			
Line Item	Description	Unit of Measure	Firm, Fixed Price
001	Penetrating Silane Sealant with Low Oligomer and Polymer Compound	Price Per Gallon	\$ 22.42
Manufacturer: <u>SHIELD PRODUCTS INC</u> Brand: <u>SHIELD SIL-100</u>			
In the space below, indicate the container size (5 gallon pails, 55 gallon drums and/or 250 gallon totes):			
Container/Packaging Type: <u>5 GAL., 55 GAL., 250 GAL CONTAINERS ~ NO CHANGE IN PRICE</u>			

NOTE: Sealant must meet all requirements of specification (See Attachment A)

In the event that MHTC exercises its options to renew the contract for three (3) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or maximum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.


1st Renewal Period 3 % of maximum increase and/or 3 % of maximum decrease
 2nd Renewal Period 6 % of maximum increase and/or 6 % of maximum decrease
 3rd Renewal Period 9 % of maximum increase and/or 9 % of maximum decrease

Signature:  Title: 6-25-14

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: SHIELD PRODUCTS INC 5205 BISCHOFF AVE ST LOUIS MO 63110 Email Address: tom.suter@shieldsystems.com Printed Name of Responsible Officer or Employee: THOMAS E. SUTER	Vendor Contact Information (including area codes): Phone #: 314-865-5550 Cellular #: 314-713-2271 Fax #: 314-865-5556 Signature:  For Corporations - State in which incorporated: MISSOURI For Others - State of domicile: MISSOURI						
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business .							
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information .		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>			
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>					

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

COOPERATIVE PROCUREMENT

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Penetrating Sealant** material listed in the attached "Request for Bid RFB 2-140627DP" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Penetrating Sealant** material meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES

NO

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location DESTINATION

Indicate the deadline date that orders will be accepted. THRU DURATION OF CONTRACT

COMPANY NAME SHIELD PRODUCTS INC

ADDRESS 5205 BISHOPPE AVE ST LOUIS MO 63110

PHONE NUMBER 314-865-5550

SIGNATURE [Signature]

TITLE PRESIDENT

DATE 6-25-14

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 P.O. BOX 270
 JEFFERSON CITY, MO 65102

REQUEST NO.	2-140627DP
DATE	June 19, 2014

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
 BE RECEIVED AT THIS OFFICE UNTIL

June 27, 2014 @ 2:00 P.M. Local Time

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
 THE FOLLOWING SUPPLIES OR SERVICES.

BID INFORMATION TO BE BASED
F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
 Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Per District Purchase Orders

BUYER:	Dee Pardue, Sr. GS Technician	BUYER TELEPHONE:	573-526-0760
BUYER EMAIL:	Dee.Pardue@modot.mo.gov		

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Penetrating Sealant** materials that can be applied at a rate of 200 square feet per gallon in a mobile operation and driven over without tire tracking within 15 minutes of application.

*****NOTE:** It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date:	<u>6-25-14</u>	Firm Name:	<u>SHIELD PRODUCTS INC</u>
Telephone No.:	<u>314-865-5550</u>	Address:	<u>5205 BISHOFF AVE</u>
Fax No.:	<u>314-865-5556</u>		<u>ST LOUIS MO 63110</u>
Federal I.D. No.	<u></u>	By (Signature):	<u>[Signature]</u>
Email Address:	<u>tom.sutera@shieldproducts.com</u>	Type/Print Name	<u>THOMAS E SUTERA</u>
		Title:	<u>PRESIDENT</u>

Is your firm MBE certified? Yes No Is your firm WBE certified? Yes No

1. Introduction

- 1.1 This solicitation seeks bids from qualified organizations to provide penetrating sealant material throughout the state of Missouri with an effective contract period of notice of award through June 30, 2015, with three (3) one-year renewal option periods to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
 - a. Renewal Period - If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall remain the same. The contractor shall understand and agree MHTC does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
 - b. Escalation Clause - In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

2. Quantities

- 2.1 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.2 Purchase orders may be issued on an as needed basis.

3. Delivery

- 3.1 The contractor shall deliver penetrating sealant material, as specified herein, to all MoDOT districts located throughout the state as identified by each order. (See Attachment B, District Map)
 - a. If necessary, more than one district may split an order.
- 3.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 3.3 Deliveries must be within thirty (30) days after receipt of purchase order.
- 3.4 In the event the vendor does not expect to meet the contract delivery date and time requirements, the ordering district should be notified of the delay.

4. Specifications

- 4.1 See Attachment A.
- 4.2 MoDOT reserves the right to inspect the material at the point of manufacturer, intermediate storage point or any destination which shall be at the discretion of MoDOT.

5. Invoicing and Payment Requirements

- 5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

PENETRATING CONCRETE SEALER

1.0 Materials. The sealer shall meet the requirements of this specification. Submittals shall include certified test data from an independent test laboratory and the concrete mix design and curing procedure on the test specimens in which sealer was tested.

1.1 The sealer shall be a alkyltrialkoxysilane, with low oligomer and polymer compound content. The chemical composition shall meet the following requirements:

Property	Specification
Purity	95% minimum monomer by weight
Solvent	Less than 5% by weight
Residue	Less than 2% by weight
Density	Per the manufacturer's recommendation
Flash Point	ASTM D93: greater than 125 degrees F
Dry Time	ASTM D1640 Sec 7.5.1: 15 minutes or less

1.1.1. The ASTM D1640 test shall be performed on a concrete surface. This concrete shall be a mix design called for in section 1.2 of this specification. The application rate shall be the same rate called for in 1.2 of this specification.

1.2 The sealer shall meet the following performance criteria based on a single application at the application rate of 200 square feet per gallon. MoDOT reserves the right to verify any qualification tests at their expense on any field application. Test specimens shall be produced using either the MoDOT Class B-2 concrete in accordance with Section 501 or the concrete mix specified by the test being performed.

Test	Test Method	Duration	Max Absorption / CI
Water Immersion	ASTM C642	48 hours	0.5 percent by weight (mass)
Water Immersion	ASTM C642	50 days	1.5 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	80% min reduction in CI absorption & 0.50 lbs/cu yd CI at a depth of 1/2" - 1" max

1.3 The sealer shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces.

1.4 The sealer shall not leave residue on glass, painted metal or automobiles.

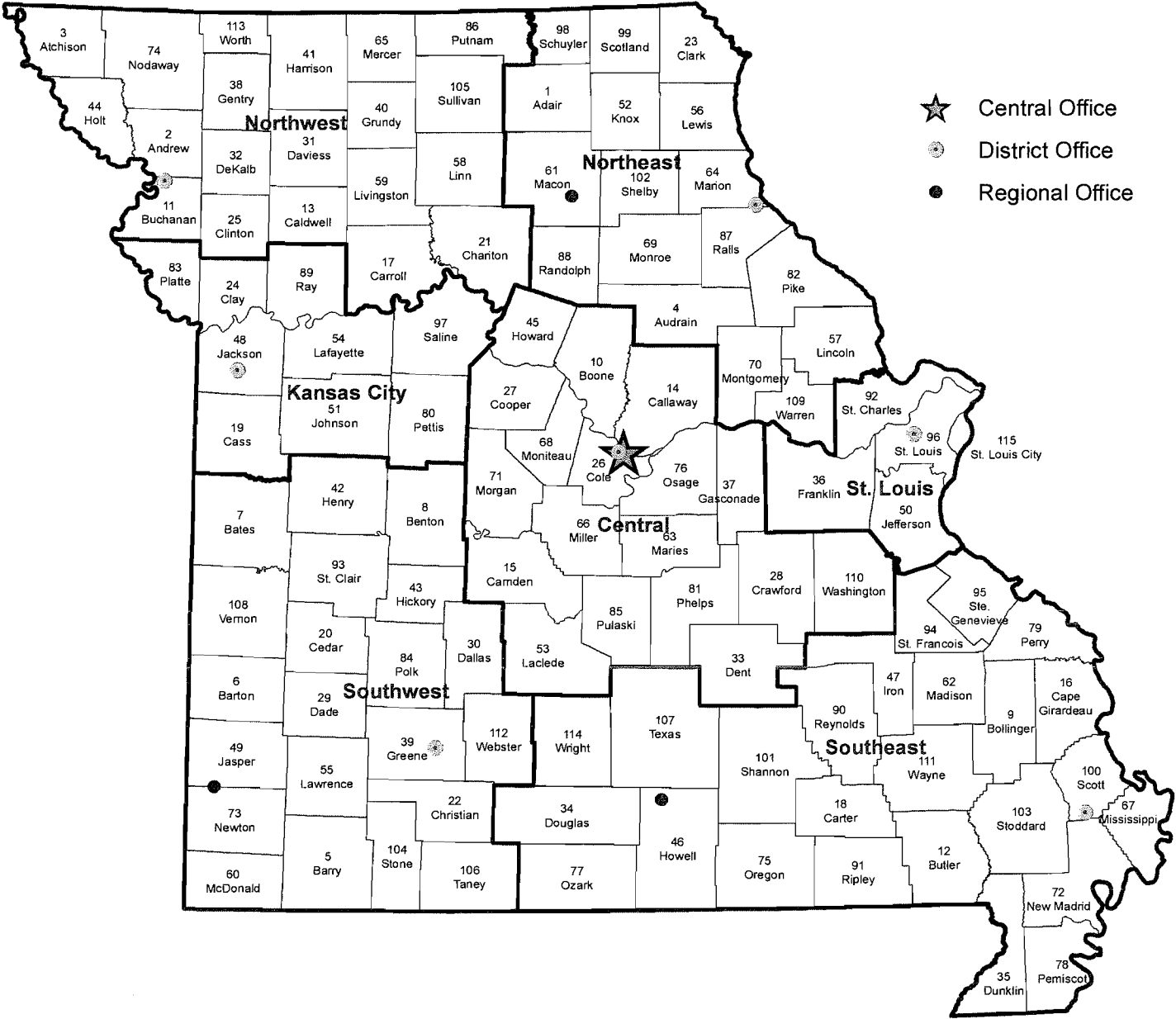
1.5 The sealer shall not reduce the bond of pavement markings or reduce the skid resistance of the surface being sealed. Any sealer determined to have these adverse effects will be removed from the pre-qualified list.

1.6 The sealer shall be delivered to MoDOT in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address;
- Product name;
- Date of manufacture and expiration date;
- Lot identification; and
- Storage requirements.

- 1.7 **DISQUALIFICATION.** If, through the course of field use, it is determined that the product does not perform satisfactorily or does not comply with any part of this specification, the material may be subject to removal from the qualified list and no subsequent purchase will be allowed.

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE
Buchanan	11	NW	Daviss	31	NW	Johnson	51	KC	Morgan	71	C
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC
									Phelps	81	C
									Pike	82	NE
									Platte	83	KC
									Ralls	87	NE
									Randolph	88	NE
									Ray	89	KC
									Reynolds	90	SE
									Ripley	91	SE
									St. Charles	92	SL
									St. Clair	93	SW
									St. Francois	94	SE
									St. Genevieve	95	SE
									St. Louis	96	SL
									Saline	97	KC
									Schuyler	98	NE
									Scotland	99	NE
									Scott	100	SE
									Shannon	101	SE
									Shelby	102	NE
									Stoddard	103	SE
									Stone	104	SW
									Sullivan	105	NW
									Taney	106	SW
									Texas	107	SE
									Vernon	108	SW
									Warren	109	NE
									Washington	110	C
									Wayne	111	SE
									Webster	112	SW
									Worth	113	NW
									Wright	114	SE
									St. Louis City	115	SL

SHIELD-SIL 100

Shield Products, Inc.

100% Penetrating Silane Sealer

(Solvent Free/Water Free)

Overview

A clear, non film forming and breathable penetrating sealer for the long term protection of concrete. Shield-Sil 100 is a VOC compliant Isobutylalkoxy functional silane that provides for extremely fast dry times and deep penetration on high quality mix designs typical of new bridge decks and parking structures.

Because of the molecular structure of the chemical and low surface tension the material is able to achieve deep penetration and line the capillary pores of the concrete. This allows for uniform protection throughout the depth of penetration which equates to product longevity, especially on substrates subjected to wear due to vehicular traffic.

Advantages

Shield-Sil 100 will not leave residue on glass, metal or painted surface and makes it ideal for applications where exposure to vehicular traffic during application is possible. In addition, the product is breathable and therefore reduces the amount of water that enters a substrate and or becomes trapped under the protective treatment.

Depth of penetration provides added protection of reinforcing steel from the damages associated with moisture and chloride penetration. Product also protects against alkali silica reactivity (ASR).

Other benefits of Shield-Sil 100:

- Non film forming and change in surface appearance.
- No change in coefficient of friction after treatment.
- Fast dry time after application (> 1 hour).
- Will not leave residue on glass, metal or painted substrates.
- 100% moisture vapor transmission.
- Deeper penetration than other sealers.
- VOC compliant.
- Excellent chloride resistance.

Typical Applications

Shield-Sil 100 is ideally suited for long term protection of cast-in-place concrete, high strength concrete, GFRP, precast and other concrete surfaces in need of protection against moisture intrusion, deicing salts and other water and air born contaminants.

Ideally suited where quick cure time is needed to minimize disruption of traffic.

Limitations

Do not apply if rain is expected within 2 hours following application. Product should not be applied below 25 F or above 100 F degrees to assure proper placement of material and maximum penetration. If rain occurs wait at least 24 hours or when substrate moisture content is less than 8%. Consult Shield Products for information relating to treatment and installation guidelines.

Availability

Shield-Sil 100 is available in 5 gallon pails, 55 gallon drums and 250 gallon totes. For pricing and local availability contact Shield Systems, Inc. 5205 Bischoff Ave., St. Louis, MO 63110 PH: 314-865-5550.

Technical Data

PHYSICAL PROPETIES:

Color	Clear (water white)		
Chemistry	Isobutylalkoxysilane		Solvent
None, non-waterbased		Density	>7.3
lbs/gal		Flash Point	> 145 Degrees
F		Active Content	> 98%

TEST DATA

<i>NCHRP #244 Series II</i>		Reduction in
water absorption @ 250 SF/gallon.	86%	Reduction
in Chloride ion ingress @ 250 SF/gallon	87%	Series IV
Reduction in chloride ion @ 250 SF/gallon	99%	

<i>Alberta DOT</i>		Penetrating
Sealer Type 1 C (0.35 w/c ratio)		Water repellency
after heavy abrasion	88.4%	

<i>ASTM C 642</i>		> 0.5 %
wt. gain by mass @ 48 hrs,		> 1.5 % wt.
gain by mass @ 50 days.		

AASHTO T 259

80% min. reduction in Chloride Absorption & 0.50 lbs/cu.yd. Chloride at a depth of 1/2"-1" maximum.

Installation

Concrete to be treated should be allowed to thoroughly cure before application of Shield-Sil 100. Standard 28 day cure is not required if moisture content of concrete is less than 8%.

Substrate should be thoroughly cleaned prior to application to remove dirt, dust, curing compounds, laitance, grease, oil, salts and other contaminants that will inhibit the penetration of the sealer.

Shield-Sil 100 is designed to be applied using low pressure, high volume equipment that will create a thorough wetting of the substrate. Avoid misting of the product or over automization during installation. Coverage rate will vary depending on the porosity and texture of the concrete. A test patch should be conducted to verify coverage before treatment is installed. Always consult Shield Products, Inc. to assist in exact coverage rates for your particular project. CAUTION: Shield-Sil 100 is a combustible liquid and should be kept away from heat, sparks, open flame and other sources of ignition. Containers should be kept closed when not in use and protected against rain and standing water. Store material containers between 0-120 Degrees F. When working in enclosed area wear respiratory and always refer to material safety data sheets for more detailed



June 25, 2014
Evonik Corporation
Inorganic Materials
Chem-Trete®/Aqua-Trete®/Protectosil®
charlie.mayer@evonik.com

Andy Hanks
MODOT

RE: Shield-Sil 100

Dear Mr. Hanks:

The above product is manufacturer by Evonik Corporation and is an equivalent to the Protectosil 300S. We private label this product for Shield systems.

Should you have any questions please contact me at 813--286--0060.

Regards,

A handwritten signature in cursive script that reads 'Charlie Mayer'.

Charlie Mayer
Southern Regional Manager
Evonik Industries

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	1 / 11

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product information

Trade name : Shield Sil 100
Use of the Substance / Preparation : For industrial use
Function : Surface modifier
Raw material

Company : Evonik Corporation USA
299 Jefferson Road
Parsippany, NJ 07054-0677
USA

Telephone : 973-929-8000
Telefax : 973-929-8040

US: CHEMTREC EMERGENCY NUMBER : 800-424-9300

CANADA: CANUTEC EMERGENCY NUMBER : 613-996-6666

Product Regulatory Services : 973-929-8060

2. HAZARDS IDENTIFICATION

*** EMERGENCY OVERVIEW ***

Form-liquid **Color**-colorless **Odor**-characteristic

Combustible liquid and vapor.
Causes skin irritation.
May cause respiratory tract irritation.

POTENTIAL HEALTH EFFECTS

Eye contact
Non-irritating.

Skin Contact
Irritating.

Inhalation
May cause irritations of the respiratory tract.

Ingestion

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	2 / 11

No hazard expected in normal use.

Chronic Health Hazard

This product can hydrolyze to form a material posing additional health effects:
Ethanol: ACGIH TLV: TWA 1000 ppm; OSHA PEL: TWA 1000 ppm. Liquid and high vapor concentrations cause eye irritation. Contact of liquid with skin causes drying, cracking, and irritation. Inhalation causes irritation of the respiratory tract. Repeated or prolonged exposure to high vapor concentrations may cause drowsiness. Excessive or repeated ingestion may cause central nervous system effects, liver effects and reproductive effects. However, ingestion is not an expected route of exposure. Ethanol has a low potential to cause allergic skin reactions; however, undocumented cases of human skin sensitization have been reported.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Information on ingredients / Hazardous components

NJTSR No.56705700001-5318P			
CAS-No.	Trade Secret	Percent (Wt./ Wt.)	90 - 100 %

Other information

This material is classified as hazardous under OSHA regulations.

4. FIRST AID MEASURES

General advice

Remove contaminated or saturated clothing immediately and dispose of safely.

Inhalation

If aerosol or mists are inhaled, take affected persons out into the fresh air. Possible discomforts include severe irritation of mucus lining (nose, throat, eyes), cough, sneezing and flow of tears. In case of persistent discomfort, obtain medical attention immediately.

Skin contact

Immediately wash skin with soap and plenty of water. Remove contaminated clothing. Obtain medical attention immediately if symptoms occur. Wash clothing before reuse.

Eye contact

In case of contact, immediately flush eyes with plenty of water, or if necessary, with eye rinsing solution. In case of persistent discomfort, consult an ophthalmologist.

Ingestion

If accidentally swallowed, rinse mouth thoroughly with water and afterwards, drink plenty of water. In case of discomfort, obtain medical attention.

Notes to physician

After absorbing large amount of substance, apply therapy for irritative effects. If substance has been swallowed, early endoscopy is recommended in order to assess mucosa lesions in the esophagus and stomach which may appear. If necessary, suck away leftover substance. Allergic reactions cannot be excluded. Apply treatment of allergic reaction if necessary.

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	3 / 11

5. FIRE-FIGHTING MEASURES

Flash point	63 °C , 145 °F Method: DIN EN ISO 2719 (Pensky-Martens, Closed Cup)
Lower explosion limit	0.39 %(V) (98 °C) Method: DIN 51649
Upper explosion limit	8.47 %(V) (150 °C) Method: DIN 51649
Autoignition temperature	Not determined.
OSHA Flammability Classification	Combustible liquid

Suitable extinguishing media

Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

Specific hazards during fire fighting

Combustible liquid. Vapors can travel to a source of ignition and flash back. Explosive mixtures may occur at temperatures at or above the flashpoint.

Special protective equipment for fire-fighters

As in any fire, wear self-contained positive-pressure breathing apparatus, (MSHA/NIOSH approved or equivalent) and full protective gear.

Further information

Water used to extinguish fire should not enter drainage systems, soil or stretches of water. Ensure there are sufficient retaining facilities for water used to extinguish fire. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions

Ensure adequate ventilation. Use personal protective equipment.

Environmental precautions

Obey relevant local, state, provincial and federal laws and regulations. Do not contaminate any lakes, streams, ponds, groundwater or soil.

Methods for cleaning up

Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	4 / 11

Additional advice

Remove sources of ignition and ventilate area.
Run off may create fire or explosion hazard in sewer.
Assure sufficient ventilation.

7. HANDLING AND STORAGE

Handling

Safe handling advice

Use in the open air or with adequate ventilation.

Wear personal protective equipment; see section 8.

Keep away from heat, sparks, flames and other sources of ignition. Keep container tightly closed. Use only with adequate ventilation.

Vapors may spread long distances and travel to areas away from the work site before igniting or flashing back to the vapor source.

Advice on protection against fire and explosion

Take precautionary measures against static charges, keep away from sources of ignition.

This material may have a low electrical conductivity and therefore may accumulate dangerous levels of static electricity. An ignitable vapor-air mixture can form inside storage tanks.

The user must be sure to dissipate static charge by careful bonding and grounding of all equipment and personnel involved in fluid transfer with continuity checks to prove effectiveness. Additional precautions against fire and explosion are the use of inert gas to purge vapor space; dip-pipes while filling vessels, especially lined vessels; grounded tank level floats; reduced flow velocity; self-closing valves on transfer lines and flame arrestors in vent lines.

Additional guidance on fire and explosion protection may be found in various consensus standards, including NFPA 30, 69 and 77 and API 2003 as well as OSHA regulation 29CFR1910.106.

Follow all MSDS/label precautions even after container is emptied because it may retain product residues.

Storage

Requirements for storage areas and containers

Keep containers tightly closed in a cool, well-ventilated place. Protect from moisture.

Residual vapors might explode on ignition; do not apply heat, cut, drill, grind or weld on or near this container.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

Provide adequate ventilation.

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	5 / 11

Personal protective equipment

Respiratory protection

A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

Hand protection

Glove material	for example, Polychloroprene (PCP)
Material thickness	0.5 mm
Break through time	>= 480 min
Glove material	for example, Fluorinated rubber (FKM)
Material thickness	0.4 mm
Break through time	>= 480 min
Method	Source: GESTIS substance database (hazardous substance information system of commercial professional associations)

Use impermeable gloves.

The above mentioned hand protection is based on knowledge of the chemistry and anticipated uses of this product but it may not be appropriate for all workplaces. A hazard assessment should be conducted prior to use to ensure suitability of gloves for specific work environments and processes prior to use. Selection of protective gloves to meet the requirements of specific workplaces. Suitability for specific workplaces should be clarified with protective glove manufacturers.

Eye protection

Use chemical splash goggles or face shield.

Skin and body protection

A safety shower and eye wash fountain should be readily available.

To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR1910.132) be conducted before using this product.

Hygiene measures

Avoid contact with skin, eyes and clothing. Do not inhale vapors or aerosols. Do not eat, drink, or smoke when using the product. Remove contaminated or saturated clothing.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Form	liquid
Color	colorless
Odor	characteristic
physical state	liquid (20 °C) (1013 hPa)

Safety data

Melting point/range	< -65.0 °C (1013 hPa) Method: OECD TG 102
Boiling point/range	ca. 186 °C (1013 hPa) Method: DIN 51 751

MATERIAL SAFETY DATA SHEET**Shield Sil 100**

Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	6 / 11

Flash point	63 °C Method: DIN EN ISO 2719 (Pensky-Martens, Closed Cup)
Flammability	not flammable Method: EEC method 92/69/EEC, A 12
Autoignition temperature	Not determined.
Autoinflammability	240 °C (1013 hPa) Method: DIN 51 794
Explosiveness	Vapors can form explosive mixtures with air.
Lower explosion limit	0.39 %(V) (98 °C) Method: DIN 51649
Upper explosion limit	8.47 %(V) (150 °C) Method: DIN 51649
Vapor pressure	33 Pa (20 °C) 49 Pa (25 °C)
Density	ca. 0.88 g/cm ³ (20 °C) Method: DIN 51757
Relative density	0.88 (20 °C) Method: OECD Test Guideline 109
Metal corrosion	Not to be expected in view of the structure
Water solubility	Not miscible. Decomposition by hydrolysis.
Partition coefficient (n-octanol/water)	log Pow: 2.033 (measured) Related to substance Isobutyltrialkoxysilane
Viscosity, dynamic	not determined
Viscosity, kinematic	1.4 mm ² /s (20 °C) Method: QSAR-Method
Vapour density	not determined

10. STABILITY AND REACTIVITY

Conditions to avoid	Avoid high temperatures and sources of ignition.
Materials to avoid	Water
Hazardous decomposition products	Ethanol in case of hydrolysis

MATERIAL SAFETY DATA SHEET**Shield Sil 100**

Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	7 / 11

Thermal decomposition not determined

11. TOXICOLOGICAL INFORMATION

Product Acute oral toxicity LD50 rat: > 5000 mg/kg
Method: OECD Test Guideline 401

Product Acute inhalation toxicity LC50 Rat: 5.88 mg/l / 4 h / Aerosol Method: OECD Test Guideline 403

Product Acute dermal toxicity LD50 rat: > 2000 mg/kg
Method: OECD Test Guideline 402

Product Skin irritation Rabbit irritating
Method: OECD Test Guideline 404

Product Eye irritation Rabbit not irritating
Method: OECD Test Guideline 405

Product Sensitization maximization test guinea pig: No sensitizing effects.
Method: OECD Test Guideline 406

Product Repeated dose toxicity Oral Rat / 28-day
NOAEL > 1000 mg/kg
Method: OECD Test Guideline 407

Product Gentoxicity in vitro Ames test Salmonella typhimurium negative
Method: OECD TG 471

chromosomal aberration Chinese hamster (V 79 -cells)
negative
Method: OECD TG 473

chromosomal aberration Chinese hamster (CHO K1 -cells)
negative
Method: OECD TG 476

Product Gentoxicity in vivo chromosomal aberration mouse Oral negative
Method: OECD TG 474

Product Carcinogenicity No evidence that cancer may be caused.

Product Toxicity to reproduction Animal model trials have produced no evidence of fertility damage.

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.
Specification
Order Number

182090

Version
Revision date
Print Date
Page

1.0 / US
07/01/2014
07/01/2014
8 / 11

12. ECOLOGICAL INFORMATION

Elimination information (persistence and degradability)

Biodegradability Readily biodegradable.
75 %
Exposure time: 28 d
Method: OECD 301 D

Behaviour in environmental compartments

Bioaccumulation not bioaccumulative

Mobility Adsorption on the floor: low.

Ecotoxicity effects

Toxicity to fish LC50 Oncorhynchus mykiss: 85 mg/l / 96 h
Method: OECD 203
(literature value)

Toxicity to daphnia EC50 Daphnia magna: > 49.1 mg/l / 48 h
Method: OECD 202

Toxicity to algae NOEC scenedesmus subspicatus: >= 36 mg/l / 72 h
Method: OECD 201

Toxicity in terrestrial plants EC50 Trifolium ornithopadioides: > 100 mg/kg / 17 d
Method: OECD 208

 EC50 Lepidium sativum: > 100 mg/kg / 17 d
Method: OECD 208

 EC50 Triticum aestivum: > 100 mg/kg / 17 d
Method: OECD 208

Toxicity in other terrestrial non-
mammals LC50 Eisenia foetida foetida: > 1000 mg/kg / 14 d
Method: OECD 207

General Ecological Information The data we have at our disposal do not necessitate identification
concerning environmental hazard.
Introduction into soil, natural water bodies or sewerage must be prevented.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL

Advice on disposal Waste must be disposed of in accordance with federal, provincial, state
and local regulations. Empty containers must be handled with care due to
product residue. DO NOT HEAT OR CUT THE EMPTY CONTAINER
WITH AN ELECTRIC OR GAS TORCH.

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	9 / 11

14. TRANSPORT INFORMATION

D.O.T. Road/Rail

Class	Combustible Liquid
UN-No	1993
Packing group	III
Proper shipping name	Combustible liquid, n.o.s.
Technical Name	(Isobutyltriethoxysilane)

Loading instructions/Remarks

IMDG For USA only; packaging size more than 450 l: COMBUSTIBLE LIQUID, N.O.S. (Isobutyltriethoxysilane), NA 1993, III, flash point 63°C

15. REGULATORY INFORMATION

US Federal Regulations

OSHA

If listed below, chemical specific standards apply to the product or components:

- None listed

Clean Air Act Section (112)

If listed below, components present at or above the de minimus level are hazardous air pollutants:

- None listed

CERCLA Reportable Quantities

If listed below, a reportable quantity (RQ) applies to the product based on the percent of the named component:

- None listed

SARA Title III Section 311/312 Hazard Categories

The product meets the criteria only for the listed hazard classes:

- Acute Health Hazard
- Fire Hazard

SARA Title III Section 313 Reportable Substances

If listed below, components are subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:

- None listed

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	10 / 11

Toxic Substances Control Act (TSCA)

If listed below, non-proprietary substances are subject to export notification under Section 12 (b) of TSCA:

- None listed

State Regulations

The Listing requirements of the Right to Know (RTK) legislation varies by state. All information for NJ, PA, MA and other states can be derived from the listing of hazardous and non-hazardous components in section 2 and 15 of this MSDS.

California Proposition 65

A warning under the California Drinking Water Act is required only if listed below:

- None listed

International Chemical Inventory Status

Unless otherwise noted, this product is in compliance with the inventory listing of the countries shown below. For information on listing for countries not shown, contact the Product Regulatory Services Department.

• Europe (EINECS/ELINCS)	Listed/registered
• USA (TSCA)	Listed/registered
• Canada (DSL)	Listed/registered
• Australia (AICS)	Listed/registered
• Korea (TCCL)	Listed/registered
• Philippines (PICCS)	Listed/registered
• China	Listed/registered
• Japan (MITI)	Not listed/Not registered

16. OTHER INFORMATION

HMIS Ratings

Health :	2
Flammability :	2
Physical Hazard :	1

NFPA Ratings

Health :	2
Flammability :	2
Reactivity :	1

MATERIAL SAFETY DATA SHEET

Shield Sil 100



Material no.		Version	1.0 / US
Specification	182090	Revision date	07/01/2014
Order Number		Print Date	07/01/2014
		Page	11 / 11

Further information

Changes since the last version are highlighted in the margin. This version replaces all previous versions.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

USER NAME PASSWORD 

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Shields Products Inc.
 DUNS: 078887165 CAGE Code: 6YKL9
 Status: Active

53 Rocky Rd
 Port Angeles, WA, 98363-8846 ,
 UNITED STATES

Expiration Date: 07/20/2015
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: Shields Products Inc.
Business Type: Business or Organization
POC Name: Anna Shields
Registration Status: Active
Activation Date: 07/20/2014
Expiration Date: 07/20/2015

Exclusions

Active Exclusion Records? No



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

July

20

15

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

Now on this day the County Commission of the County of Boone does hereby award bid 31-17JUN15 – Parking Lot Improvements to Frech Construction Co. of Columbia, MO.

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

Done this 14th day of July, 2015.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

293-2015

Boone County Purchasing

Cheli Haley
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: July 7, 2015
RE: Bid Award Recommendation for Parking Lot Improvements
Request for Bid Number: 31-17JUN15

The above-referenced bid opened on June 17, 2015 with three bids received. Facilities Maintenance recommends award by low bid to **Frech Construction Co.** of Columbia, Missouri.

The contract amount is **Twenty Four Thousand, Four Hundred Fifty Three Dollars and Sixty Five Cents (\$24,453.65)**. Invoices will be paid from Department 6102 – Parking, Account 60400 – Grounds Maintenance.

Attached for your information you will find the bid tabulation and department recommendation.

293-2015

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Frech Paving Co.**, (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 31-17JUN15
PARKING LOT IMPROVEMENTS
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
4.9.1.1.	Remove and Replace asphalt, includes milling	Square Yards	162	\$40.65	\$6,585.30
4.9.1.2.	2 inch Overlay, includes tack oil	Square Yards	1105	\$14.27	\$15,768.35
4.9.1.3.	Removal of concrete	Square Yards	4	\$125.00	\$500.00
4.9.1.4.	Removal of posts/fill holes	Lump Sum	1	\$1,600.00	\$1,600.00
4.9.1.5.	Additional "as needed": Add surface rock, grade smooth as needed	Cubic Yard		\$150.00	
				TOTAL	\$24,453.65

The contract award for Boone County's Parking Lot Improvement is to **be in the amount of \$24,453.65.**

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.

Revised Bid Form
Statement of Bidders Qualifications
Prior Experience
Bid Bond

293.2015

State Wage Rates-Annual Wage Order #22
Site Location / Detail Diagram
Boone County Standard Terms and Conditions
Insurance Requirements
Certification Regarding Debarment
Work Authorization Certification

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 60 calendar days or such additional time as may be allowed by the Facilities Maintenance Manager under the contract.

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

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

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

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

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

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

293-2015

The Owner agrees to pay the Contractor in the amount: \$24,453.65.

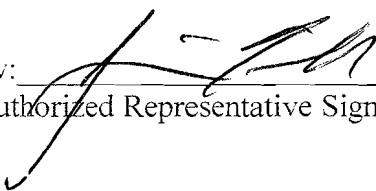
Twenty Four Thousand, Four Hundred Fifty Three Dollars and Sixty Five Cents (\$24,453.65)

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 _____ at Columbia, Missouri.
(Date)

CONTRACTOR:
FRECH PAVING CO.

OWNER
BOONE COUNTY, MISSOURI


By: 
Authorized Representative Signature

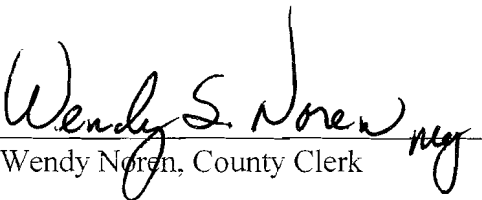
By: 
Daniel K. Atwill, Presiding Commissioner

By: JEN FRECH
Authorized Representative Printed Name
Title: VICE PRESIDENT

Approved as to Legal Form:

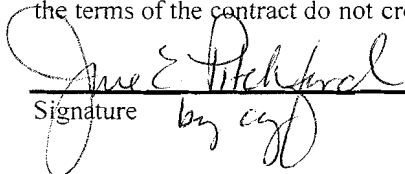
ATTEST:


CJ Dykhouse
Boone County Counselor


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

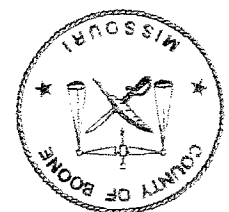
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation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


Signature by cej

7/7/15
Date

6102 / 60400 - \$24,453.65

Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #: 31-17JUN15 - Parking Lot Improvements

APPENDIX #1 - Issued June 2, 2015

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

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

1. Attached revised bid form (2 pages) will replace original. Added bid item for overlay with tack coat.

2. Clarification: Item 4.10, asks for bidder's anticipated Start of Work from receipt of Notice to Proceed. This is so Facilities Maintenance may notify county employees who use this parking lot of the upcoming work. This project needs to be done after hours on a Friday and work may be performed all the next day as needed. Facilities Maintenance will need to have Sunday to set up before the parking lot is open on Monday for county employees. The parking lot must be available for county employees the following Monday after work begins.

3. Attached revised Site Location/Detail diagram (1 sheet) will replace original. Note added areas for remove and replace asphalt.

3. Attached State Prevailing Wage Order #22 replaces Wage Order #21; originally included with bid.

By:

[Signature]

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid #31-17JUN15, Parking Lot Improvements, receipt of which is hereby acknowledged:

Company Name:

Frack Farming Co

Address:

5517 O'Neal Rd.
Colt-bria, MO 65202

Phone Number: 474-7563

Fax Number: 493-8118

E-mail:

tylergva22@gmail.com

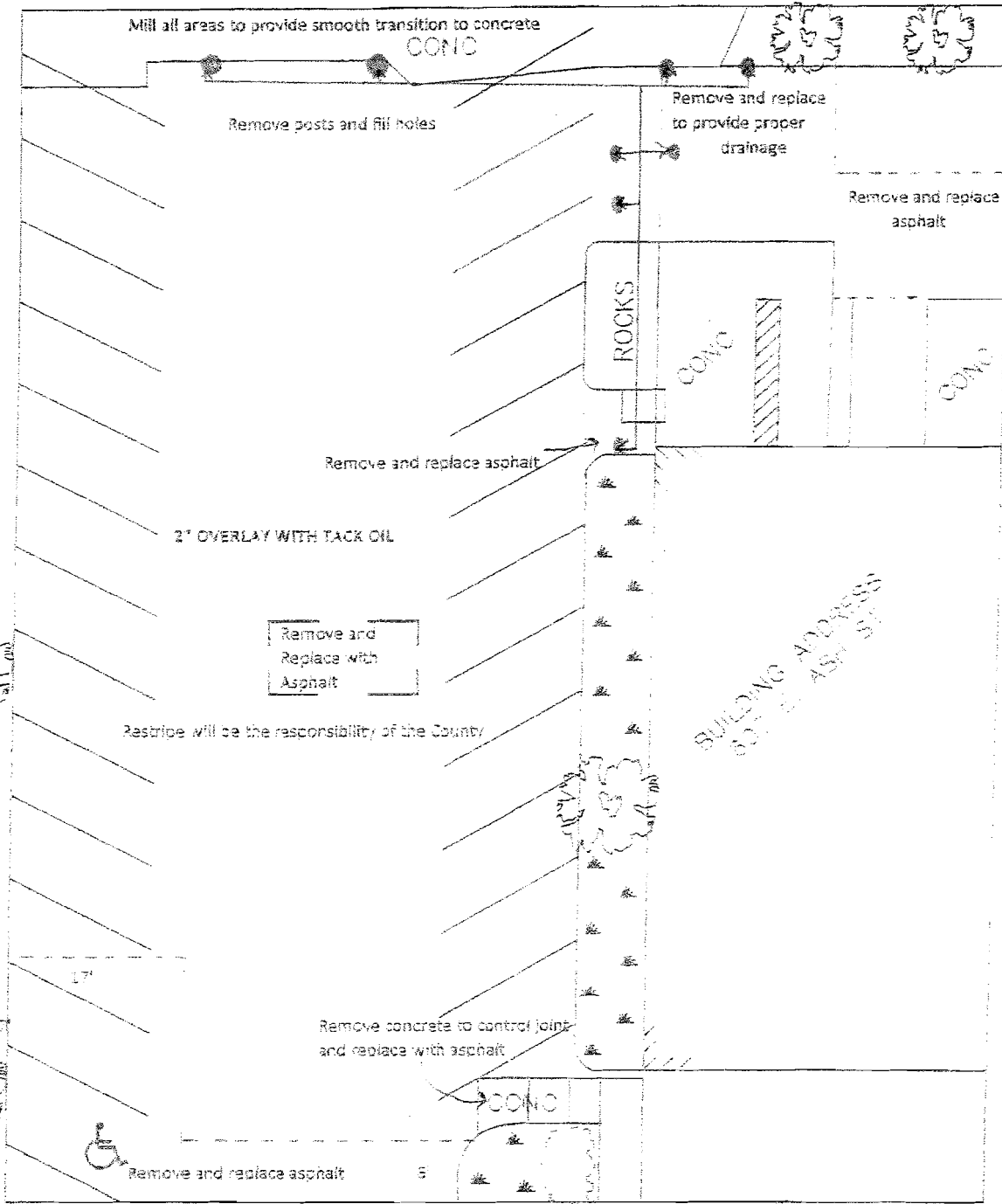
Authorized Representative Signature:

[Signature]

Authorized Representative Printed Name: Tyler Rawlings

Date: 6-15-15

TO 5TH ST. TO 7TH ST.



Restripe will be the responsibility of the County

BUILDING ADDRESS
607 E. ASH ST.

ASH ST.

UPPER ASH STREET LOT
607 E. ASH STREET



1" = 20'

REVISED BID FORM

County of Boone

Purchasing Department

4. **Response Form**
- 4.1. Company Name: Frech paving
- 4.2. Address: 5517 O Neal Rd.
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 474-7563
- 4.5. Fax Number: 443-3618
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: 43-1803070
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.8. Prompt Payment Terms: 45 Days

4.9. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work in accordance with the bid specifications. **Note: Quantities are estimated. Bidders are responsible for taking measurements of the work areas for bid submission.**

4.9.1. **PRICING**

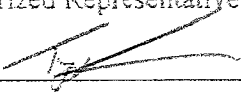
	Description	Unit of Measure	Estimated Qty.	Unit Price	Extended Price
4.9.1.1.	Remove and Replace asphalt, includes milling	Square Yards	162	\$ 40.65	\$ 6585.30
4.9.1.2.	2 inch Overlay, includes tack oil	Square Yards	1103	\$ 14.27	\$ 15,748.81
4.9.1.3.	Removal of concrete	Square Yards	4	\$ 125.00	\$ 500.00
4.9.1.4.	Removal of posts fill holes	Lump Sum	1	\$ 1400.00	\$ 1400.00
4.9.1.5.	Additional "as needed": Add surface rock, grade smooth as needed	Cubic Yard	1	\$ 150.00	\$ 150.00
TOTAL EXTENDED COST:					\$ 24,284.11

- 4.10. For the Scope of Work described herein, and estimated quantities listed above, Contractor anticipates "Start of Work" within 60 calendar days from receipt of Notice to Proceed.
- 4.11. Bidder must complete and submit enclosed Statement of Bidder's Qualifications. Refer to Attachment A.

REVISED BID FORM

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

Authorized Representative (Sign by Hand):



Tyler Rawlings

Type or Print Signed Name:

Date of Signature: 6-15-15

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: Freck Paving Co
2. Business Address: 5317 O'Neal Rd. Columbia, MO 65202
3. When Organized: 1968
4. When Incorporated: 1998
5. List federal tax identification number: 43-1805070 If not incorporated, state type of business (sole proprietor, partnership, or other) ~~and~~ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: 47
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: 100
9. Have you ever failed to complete any work awarded to your company? Yes _____ No If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed? Yes _____ No If so, give details. _____
11. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See next page.*
12. List of projects currently in progress: See Attached

* Attach additional sheets as necessary *

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name:

Address:

SEE Attached

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



To: Boone County Annex

Ref: 31-17JUN15

Sub: Current Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 47 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- City of Moberly Schools Running Track
Value of \$80,000.00
Completion in summer of 2015
Contracted with Moberly School District
- Warsaw Streetscapes
Value of \$80,000.00
Completion in fall of 2015
Contracted through Westport Construction
- City of Mexico
Value of \$165,000.00
Completion in summer of 2015
Frech Paving Co is the prime contractor
- Boonville School- David Barton
Value of \$205,000.00
Completion in summer of 2015
Frech Paving is the prime contractor



To: Boone County Annex

Ref: 31-17JUN15

Sub: Past Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 47 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- Stadium Shoppes
Value of \$200,000.00
Completion in fall of 2014
Contracted with The Kroenke Group

- Conley Road Improvements
Value of \$90,000.00
Completion in fall of 2014
Contracted through Emery Sapp & Sons

- Moberly Schools
Value of \$140,000.00
Completion in summer of 2014
Frech Paving Co is the prime contractor

- School of King City Schools
Value of \$145,000.00
Completion in summer of 2014
Contracted through Sam Fisher Tracks

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ 30,000)

KNOW ALL MEN BY THESE PRESENTS: That we, Frech Paving Co.
5517 O'Neal Rd., Columbia, Missouri 65202

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under
the laws of the State of Iowa and authorized to do business in the State of Missouri

_____, as Surety, are held and firmly bound unto the
Boone County Public Works, 613 E. Ash Street

as obligee, in the sum of Five Percent (5%) of Price Bid

_____ DOLLARS, lawful money of the United
States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Overlay Parking Lot

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall
give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety
or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to
the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this
bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee
shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of
the final contract.

Signed, Sealed and Dated this 17th day of June, 20 15

Frech Paving Co.
Principal

By: [Signature]

Employers Mutual Casualty Company
Surety

By: Teresa Stephenson
Teresa Stephenson Attorney-in-Fact

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies". each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

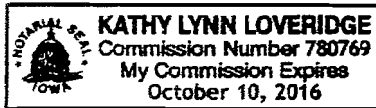
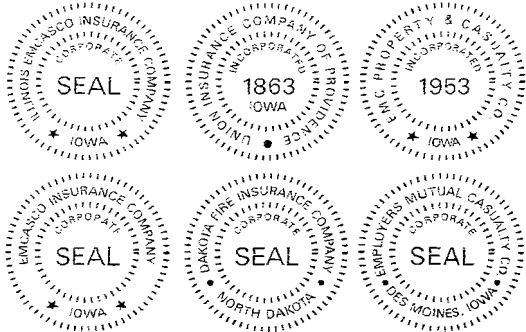
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of June, 2015. *[Signature]* Vice President

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

County of BOONE)
)ss
State of MISSOURI)

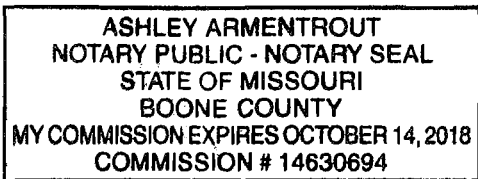
My name is JIM FRECH. I am an authorized agent of FRECH PAVING COMPANY (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is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

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

[Signature] 7-1-15
Affiant Date

JIM FRECH
Printed Name

Subscribed and sworn to before me this 1 day of July, 2015.



[Signature]
Notary Public



Company ID Number: 201800

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

Employer **Frech Paving Co.**

Betty Frech

Name (Please Type or Print)

President

Title

Electronically Signed

Signature

03/28/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/28/2009

Date

Company ID Number: 201800

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Fresh Paving Co.

Company Facility Address: 703 Wildrose Pl

Columbia, MO 65204

Company Alternate

Address: 5517 O Neal Rd.

Columbia, MO 65202

County or Parish: BOONE

Employer Identification

Number: 83100307

North American Industry

Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 5 to 9

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 201800

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

Name: **James E Frech**
Telephone Number: **(573) 474 - 7563**
E-mail Address: **Frechpavingco@charter.net**

Fax Number: **(573) 443 - 3614**

Name: **Betty J Frech**
Telephone Number: **(573) 474 - 7563**
E-mail Address: **Pavealot@aol.com**

Fax Number: **(573) 443 - 3614**

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

(Please complete and return with Bid)

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.

Jim Frech Vice President Frech Paving Co
Print Name and Title of Authorized Representative


Signature

7-1-15
Date



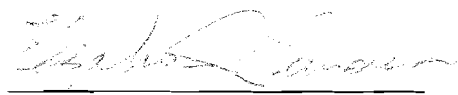
BOONE COUNTY, MISSOURI
Request for Bid #: 31-17JUN15 – Parking Lot Improvements

ADDENDUM #1 - Issued June 2, 2015

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

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

1. **Attached** revised bid form (2 pages) will replace original. Added bid item for overlay with tack coat.
2. **Clarification:** Item 4.10. asks for bidder's anticipated Start of Work from receipt of Notice to Proceed. This is so Facilities Maintenance may notify county employees who use this parking lot of the upcoming work. This project needs to be done after hours on a Friday and work may be performed all the next day as needed. Facilities Maintenance will need to have Sunday to stripe before the parking lot is open on Monday for county employees. The parking lot must be available for county employees the following Monday after work begins.
3. **Attached** revised Site Location/Detail diagram (1 sheet) will replace original. Note added areas for 'remove and replace' asphalt.
3. **Attached** State Prevailing Wage Order #22 replaces Wage Order #21 originally included with bid.

By: 
Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #1** to Request for **Bid #31-17JUN15**, Parking Lot Improvements, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

REVISED BID FORM

County of Boone

Purchasing Department

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E: Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. Prompt Payment Terms: _____

4.9. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work in accordance with the bid specifications. **Note: Quantities are estimated. Bidders are responsible for taking measurements of the work areas for bid submission.**

4.9.1. **PRICING**

	Description	Unit of Measure	Estimated Qty	Unit Price	Extended Price
4.9.1.1.	Remove and Replace asphalt, includes milling	Square Yards	162	\$	\$
4.9.1.2.	2 inch Overlay, includes tack oil	Square Yards	1105	\$	\$
4.9.1.3.	Removal of concrete	Square Yards	4		
4.9.1.4.	Removal of posts/fill holes	Lump Sum	1	\$	\$
4.9.1.5.	Additional "as needed": Add surface rock, grade smooth as needed	Cubic Yard		\$	

TOTAL EXTENDED COST: \$ _____

4.10. For the Scope of Work described herein, and estimated quantities listed above, Contractor anticipates "Start of Work" within _____ calendar days from receipt of Notice to Proceed.

4.11. Bidder must complete and submit enclosed Statement of Bidder's Qualifications. Refer to Attachment A.

REVISED BID FORM

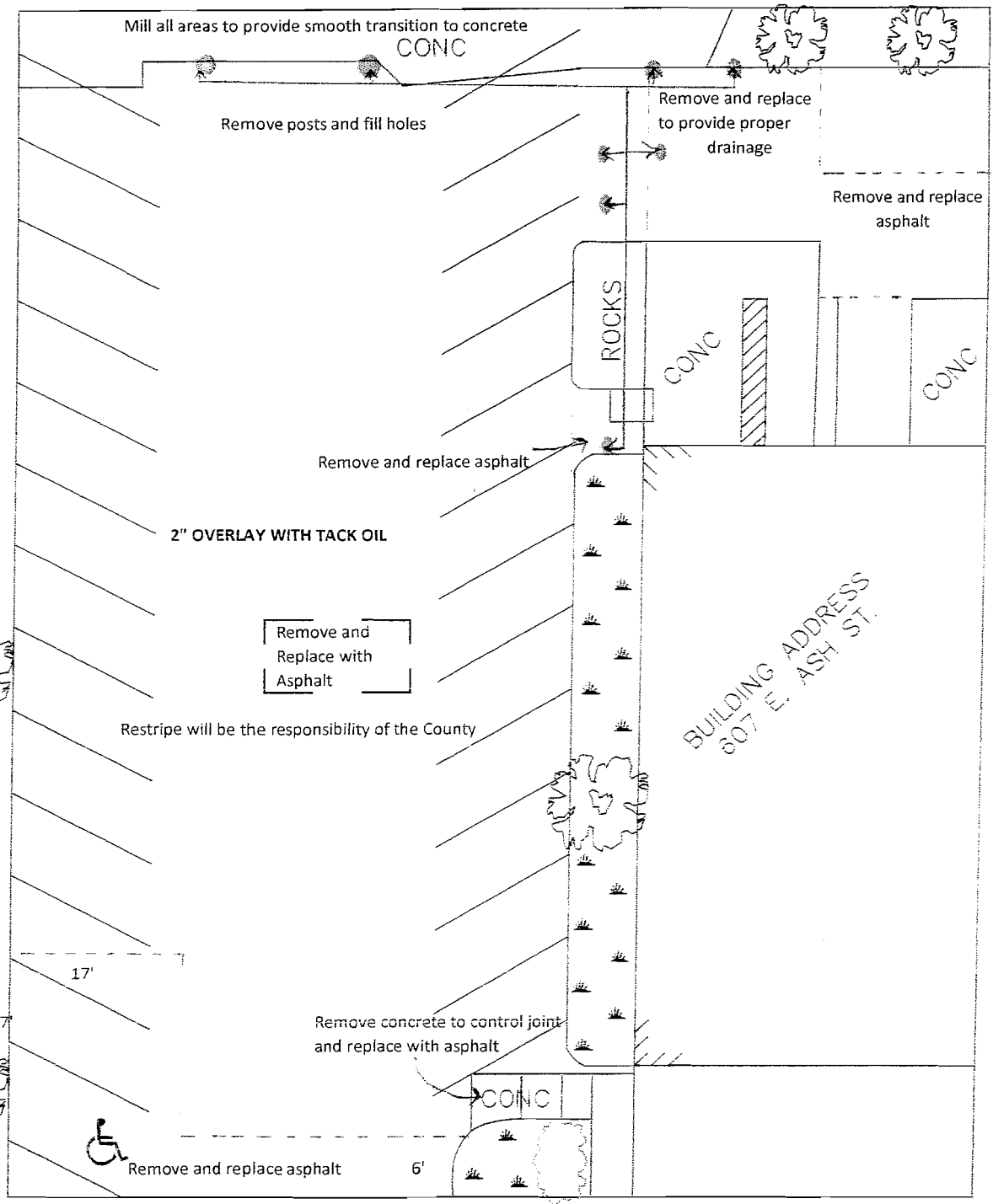
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Date of Signature: _____

← TO 5TH ST. TO 7TH ST. →



BUILDING ADDRESS
607 E. ASH ST.



Remove curb to 10' → Provide smooth transition to concrete

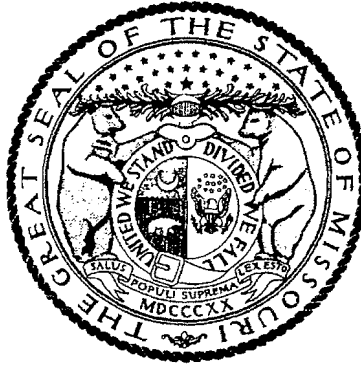
ASH ST.

UPPER ASH STREET LOT
607 E. ASH STREET

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010

BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter			\$24.36	60	15	\$15.05
Cement Mason			\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction)\Lineman			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$24.24	60	15	\$15.05
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright			\$25.36	60	15	\$15.05
Operating Engineer						
Group I			\$27.81	86	66	\$23.75
Group II			\$27.81	86	66	\$23.75
Group III			\$26.56	86	66	\$23.75
Group III-A			\$27.81	86	66	\$23.75
Group IV			\$25.58	86	66	\$23.75
Group V			\$28.51	86	66	\$23.75
Painter			\$22.00	18	7	\$11.77
Pile Driver			\$25.36	60	15	\$15.05
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer			\$24.94	94	5	\$11.55
Plumber		b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker			\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection			\$31.75	33	19	\$18.90
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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 - \$35.75, Fringes - \$26.68

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.01	23	16	\$15.05
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer		\$26.81	2	4	\$12.47
Skilled Laborer		\$26.81	2	4	\$12.47
Millwright		\$30.01	23	16	\$15.05
Operating Engineer					
Group I		\$26.89	21	5	\$23.64
Group II		\$26.54	21	5	\$23.64
Group III		\$26.34	21	5	\$23.64
Group IV		\$22.69	21	5	\$23.64
Oiler-Driver		\$22.69	21	5	\$23.64
Pile Driver		\$30.01	23	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$28.52	25	21	\$11.65
Group II		\$28.68	25	21	\$11.65
Group III		\$28.67	25	21	\$11.65
Group IV		\$28.79	25	21	\$11.65

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

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

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

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

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

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

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

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

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



Request for Bid (RFB)

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: lsanders@boonecountymo.org

Bid Data

Bid Number: **31-17JUN15**
Commodity Title: **Parking Lot Improvements**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference with Site Visit

Day / Date: **Tuesday, June 2, 2015**
Time: **9:30 A.M.**
Location: **Boone County Annex, Conference Room**
613 E. Ash Street
Columbia, MO 65201

Bid Submission Address and Deadline – Bid Closing

Day / Date: **Wednesday, June 17, 2015**
Time: **2:00 P.M. CDT (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department**
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201
Directions: **The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Wednesday, June 17, 2015**
Time: **2:00 P.M. C.D.T.**
Location / Address: **Boone County Annex**
Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
No Bid Response Form
Standard Terms and Conditions
Attachment A **Statement of Bidder's Qualifications/Prior Experience**
Attachment B **Site Location/Detail diagram**
Attachment C **Prevailing Wage Order #21**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Elizabeth Sanders, Senior Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201 no later than five (5) days prior to Bid Opening. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: lsanders@boonecountymmo.org.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the success bidder's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;

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

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Parking Lot Improvements at 607 East Ash Street, Columbia, MO 65201**, in accordance with the specifications within these bid documents.
- 2.1.1. **Scope of Services-** The Contractor shall furnish all labor, equipment, and traffic control necessary to complete the following:
Asphalt Mill and Fill: remove and replace asphalt for the upper Ash Street parking lot at 607 E. Ash Street. Included will be removal of some metal posts, filling the resulting holes; and removal of some concrete. Refer to Site Location/Detail diagram attached to this bid.
- 2.1.2. **Project Location:** 607 East Ash Street, Columbia, Missouri.
- 2.1.3. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder(s) desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.4. **Project Schedule-** Work to be done on a Friday night after 5:30 p.m. and the following day (Saturday) all day as needed. County will restripe on Sunday. It is the Contractor’s responsibility to notify the County Facilities Maintenance Manager within 24 hours of starting the work. A project schedule depicting the progression of work must be submitted for the County’s approval. Work should begin as soon as possible upon execution of contract and should be complete within the timeframe stated above.
- 2.1.5. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for **Tuesday, June 2, 2015 at 9:30 a.m.** at the Boone County Annex Conference Room, 613 E. Ash Street, Columbia, MO.
- 2.1.5.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. A walk thru/review of the job site will be conducted after the pre-bid conference.
- 2.1.5.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within three (3) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **TECHNICAL REQUIREMENTS** All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.2.1. **Asphalt, BP-2, Virgin:** Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor shall submit a MoDOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the parking lot surface prior to performing this item.
Surface Milling, Asphalt, Contractor Haul-off: Milling of asphalt surface to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
Tack Coat: (MoDOT section 407 Standard Specifications). Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or approved equal. Material shall be applied per Missouri Standard Specifications for Highway Construction, 2011.
- 2.2.2. **Striping** – Responsibility of County.
- 2.3. **CONTRACTOR RESPONSIBILITIES**
- 2.3.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.2. The Contractor shall complete all required utility locations prior to commencement of work.
- 2.3.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. **Quantities listed in the Bid Response form are estimated.** The County does not guarantee minimum order quantities.
- 2.3.4. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of said laws, ordinances, rules, and regulations on the part of the Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.

- 2.3.5. The Contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 2.3.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.3.8. The Contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 2.3.9. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.3.10. The Contractor shall be required to provide appropriate warning signs and barricades during the project to ensure public safety.
- 2.3.11. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.4. **WARRANTY** –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 County, 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 County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.5. **PREVAILING WAGE - PREVAILING WAGE RATES** – The 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 current Prevailing Wage Order #21 is enclosed and is applicable to this project.** 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.
- 2.6. **DESIGNEE** – Boone County Facilities Maintenance, Bob Davidson, Manager, 613 E. Ash St, Columbia, Missouri 65201. Phone: (573) 886-4401.
- 2.6.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, a minimum of 5 days PRIOR TO BID OPENING, to Elizabeth Sanders, Senior Buyer, 613 E. Ash Street, Room 111, Columbia, MO 65201. Phone: (573) 886-4393 Fax: (573) 886-4390; E-mail: lsanders@boonecountymmo.org
- 2.7. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received along with required certified payroll records and affidavits of compliance. The contractor must submit an invoice and charges must only include prices listed in the contractor’s bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay invoices within 30 days of receipt of a valid invoice. Invoices should be submitted to Boone County Facility Maintenance at the above address referenced in paragraph 2.6.
- 2.8. **INSURANCE REQUIREMENTS**
- 2.8.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.8.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be at minimum \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.8.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by

themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.8.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.8.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.8.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. **Overhead Line Protection:** The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.11. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.12. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- 2.13. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.14. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.15. **Payment Bond** – Contractors are required to provide the County with a Payment Bond in a form acceptable to County if an award amount exceeds \$50,000.00. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

3. Response Presentation and Review

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

4. **Response Form**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E: Mail Address: _____
- 4.7. Federal Tax ID: _____

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

4.8. Prompt Payment Terms: _____

4.9. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work in accordance with the bid specifications. **Note: Quantities are estimated. Bidders are responsible for taking measurements of the work areas for bid submission.**

4.9.1. **PRICING**

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.9.1.1.	Remove and Replace Asphalt, includes milling	Square Yards	106	\$ _____	\$ _____
4.9.1.2.	Remove concrete	Square Yards	4	\$ _____	\$ _____
4.9.1.3.	Remove posts/fill holes	Lump Sum	1	\$ _____	\$ _____
	TOTAL				\$ _____

4.9.2. **Additional "as needed":** Add surface rock, grade smooth as needed
 Cubic Yard \$ _____/CY

4.10. For the Scope of Work described herein, and estimated quantities listed above. Contractor anticipates "Start of Work" within _____ calendar days from receipt of Notice to Proceed.

4.11. Bidder must complete and submit enclosed Statement of Bidder's Qualifications. Refer to Attachment A.

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Date of Signature: _____



"No Bid" Response Form

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

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 31-17JUN15 – PARKING LOT IMPROVEMENTS

Business Name: _____

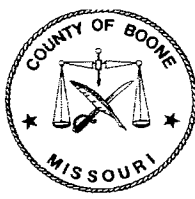
Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



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

Elizabeth Sanders, Senior Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Standard Terms and Conditions

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

13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

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

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

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

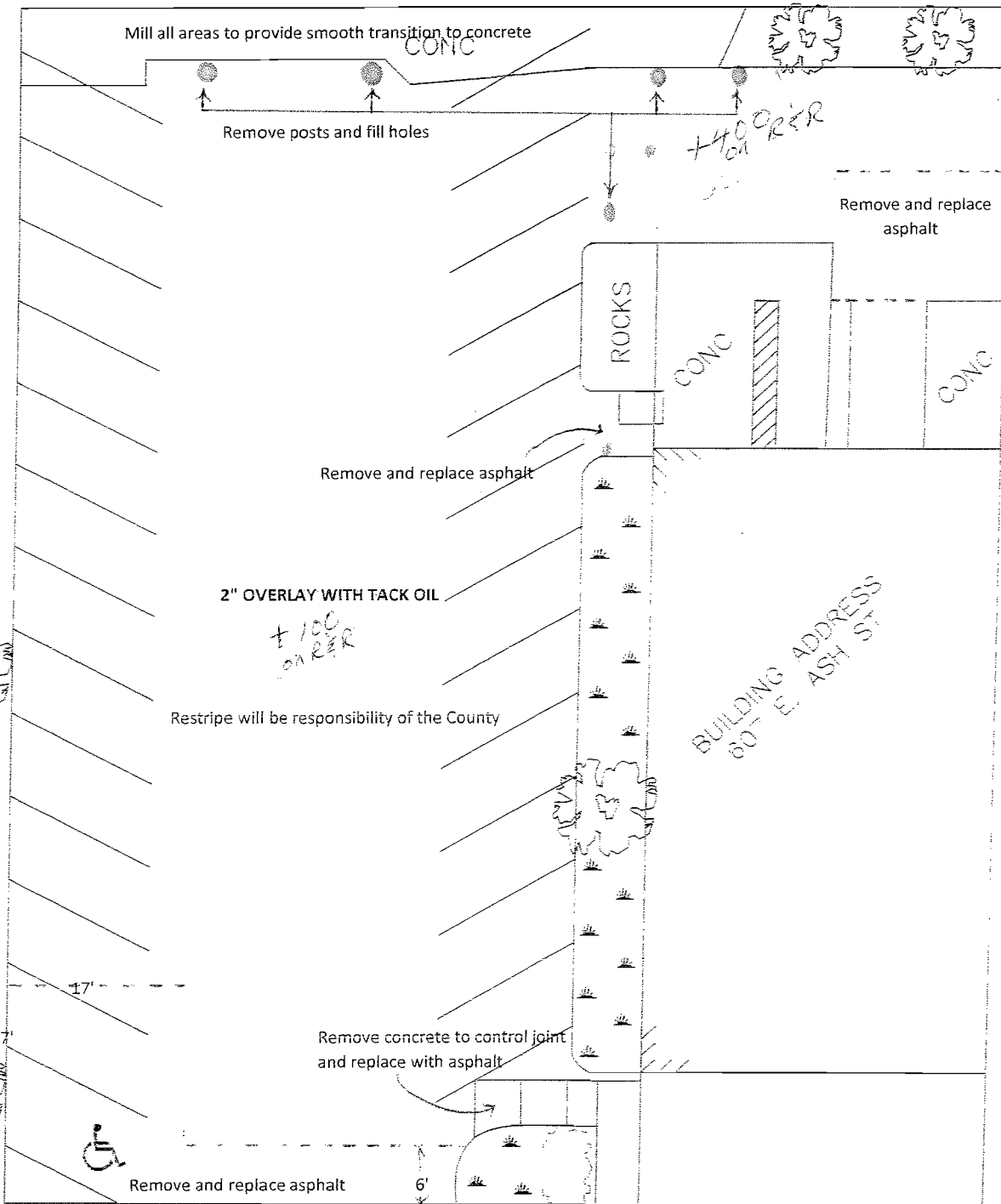
Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

TO 5TH ST. TO 7TH ST.



1" = 20'

UPPER ASH STREET LOT
607 E. ASH STREET

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

14th

day of July

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Request to Transfer Above ATS for Ryan Irish at 95.3% of Mid-Point.

It is further ordered the Boone County Commissioners are hereby authorized to sign said Request for Transfer Above ATS.

Done this 14th day of July, 2015.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

**REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)
BOONE COUNTY Commission Order 146-2006**

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Ryan Irish Department Information Technology - 1170

Position Title Supervisor, Systems Analyst Position No. 105

Proposed Starting Salary (complete one only) Annual: 75,112.00 % of Mid-Point 95.3
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? Two

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) The request is a 3% increase in pay for Ryan Irish to accept the supervisor's role in the Technology and Operations area. Ryan will continue to be a primary resource for many of the task in the group. Ryan has been with the county for 11.28 years. Ryan has a high level of experience in technical support roles from helpdesk, end user support, server side support and network support. Ryan has specific training on most of our systems - VMWare, Checkpoint Firewall, Cisco equipment, Microsoft Server and is very familiar with Boone County technology infrastructure. Ryan has supervisory / teamlead experience in his previous career as a chef. In the County IT Supervisor's position Ryan will have five positions reporting directly to him.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: _____

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
I do not see a negative effect or salary equity issues between staff members at equivalent levels in my office or employees in positions this person will directly supervise.

Additional comments: _____

Administrative Authority's Signature: [Signature] Date: 7/6/15

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 7/6/15

Human Resource Director's Recommendations: Approve. No apparent conflicts w/ internal or external comparisons. See attached memo.

Human Resource Director's Signature: [Signature] Date: 7/7/15

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 7-14-15

District I Commissioner's Signature: Absent Date: _____

District II Commissioner's Signature: [Signature] Date: 7/14/15

Boone County Human Resources

Jenna Redel-Reed
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

July 7, 2015

Below is an executive summary of information that may be helpful in your assessment of the request to transfer Ryan Irish to his new position (Supervisor, Systems Analyst) above the flexible transfer limit. The flexible transfer limit is defined by policy as the FHR for a new position or the employee's current salary, whichever is higher. (Here, Ryan's current salary of \$72,924 is above \$67,017, the FHR of the new position.) The new position is a promotion and 4 pay ranges higher than his prior position.

Ryan Irish's start date with the County was 3/22/2004. His current position is Systems Administrator (Range 51) and his salary is \$72,924.80. Prior to 12/31/14 his salary was \$69,492.80. Ryan is being promoted into the Supervisor, Systems Analyst position (Range 55) that was previously held by Dee Lueckenotte. Dee's salary was \$74,588.80 when she resigned due to illness on 6/5/15. The requested transfer salary for Ryan is **\$75,112.54** (3% increase over current salary).

The pay range for Supervisor, Systems Analyst is 55.

- Minimum \$63,065.60
- FHR \$67,017.60
- Midpoint \$78,832
- Max \$94,598.40

Other positions and employees on Range 55

- Supervisor, Programming and Analysis- **Julia Underhill**, promoted from Senior Programmer Analyst (\$58,489.60) on 7/22/14, current salary \$69,680. (start date 3/26/01)
- Supervisor, Systems Analyst (BCJC)- **Roger Readenour**, current salary \$64,500.80. (start date- 1/15/15)
- Manager, Design and Construction- **Derin Campbell**, current salary \$86,299.20. (start date 12/10/07)
- Director, Community Services- **Kelly Wallis**, current salary \$68,265. (start date 1/6/14)
- Director, Purchasing- **Melinda Bobbitt**, current salary \$76,294 (start date 2/20/01)

Employees supervised by the position

- Systems Administrator- **Connie Shepp**, current salary \$70,574.40 (start date 7/6/09)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

July

20 15

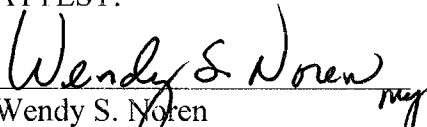
the following, among other proceedings, were had, viz:

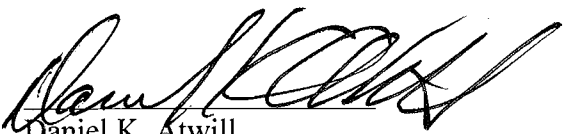
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Facilities Maintenance to cover additional maintenance costs for the HVAC system at the Family Health Center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6220	60200	Capital R&R Family Health	Equipment Repairs/Maintenance		673

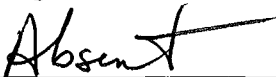
Done this 14th day of July, 2015.

ATTEST:

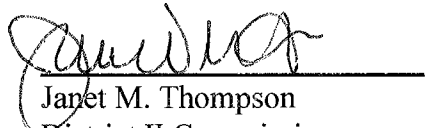

 Wendy S. Noren
 Clerk of the County Commission

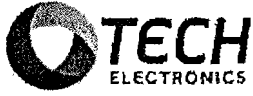


Daniel K. Atwill
 Presiding Commissioner


 Absent

Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner



The Power of Construction and Protection

314 Nebraska
 Columbia, MO 65201-3961
 PHONE: (573) 875-1516
 FAX: (573) 874-0055
 www.techelectronics.com

REMIT TO:
 Tech Electronics
 P.O. Box 790379
 St. Louis, MO 63179

F.I.N. 43-0790955

Invoice No.	Invoice Date	Customer PO	Customer ID	Site ID
I150522239	05/22/2015	5006	CS0000011269	CS0000011269

B
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T
O

Family Health Center
 Attn: Gloria Crull
 1001 West Worley St.
 Columbia, MO 65203

S
I
T
E

Family Health Center
 1001 West Worley St.
 Columbia, MO 65203

Request No.	Order Type	Contract No.	Sales Rep	Payment Terms	Exempt Code
SV1505140048 / 1	Service Order	CONT00002		Due Upon Receipt	

Requestor: Wade Greene

Work Performed On: Notifier AFP-200

System Serial No.: PJ0306300003-1

Service Performed: Hooked up fire alarm and tested operation. **Service date:** 5/21/15

Item	Description	Unit Price	Qty	Disc	Total Price
Labor Activities					
Service		86.000	5.50		473.00
Subtotal:					473.00

Subtotal: \$473.00
Freight: \$0.00
Total: \$473.00

Amount Due: \$473.00

Please send payment to:

Tech Electronics
 P.O. Box 790379
 St. Louis, MO 63179

Additional \$200 for maintenance costs

Fund Statement - Capital R & R Family Health Ctr Fund 622 (Internal Service Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	361	365	-	-
Hospital Lease	-	-	-	-
Other	7,031	7,031	-	-
Total Revenues	7,392	7,396	-	-
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	5,147	-	-
TOTAL FINANCIAL SOURCES	\$ 7,392	12,543	-	-
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	12,543	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	-	12,543	-	-
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ -	12,543	-	-
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 61,932	69,324	69,324	69,324
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	7,392	(5,147)	-	-
FUND BALANCE (GAAP), end of year	69,324	64,177	69,324	69,324
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION , end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 69,324	64,177	69,324	69,324
 Net Fund Balance as a percent of expenditures	 #DIV/0!	 511.66%	 #DIV/0!	 #DIV/0!

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

14th

day of

July

20 15

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase appropriations for the cost of additional site inspections and repairs for disturbed areas at the Central Missouri Events Center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2120	71100	Fairgrounds Maintenance Fund	Outside Services		5,816

Done this 14th of July, 2015.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

ps

JC Landscaping

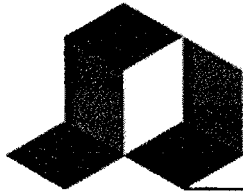
4550 N. Boothe LN.
 Rocheport, MO 65279

Date	Estimate #
6/17/2015	17

Name / Address
Boone County Public Works 601 E. Walnut, Room 209 Columbia Mo. 65201

Description	Qty	U/M	Project	
			Rate	Total
fill in reels with skidloader using exsiting soil along slope in an area 130' X 50'. install approx. 4in of topsoil, install sc250 erosion mat of desterbed area, seed and fertilize, install new silt fence at the bottum of the disterbed area,			4,435.00	4,435.00
			Total	\$4,435.00

Phone # (573)219-2031 Fax # (573)234-1338



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

Proposal for
Engineering Services

June 18, 20154

Janet Thompson
District II Commissioner
801 E. Walnut
Columbia, MO 65201-7732

Via E-mail: nfuemmeler@boonecountymo.org

Re: Proposal for Engineering Services at Central Missouri Events Center.

Dear MS Thompson,

I appreciate the opportunity to provide this proposal for continued land disturbance coordination and inspections for the grading at the Central Missouri Events Center. It is my understanding that it is the Commission's goal to bring the site into compliance and to stabilize the graded areas as soon as possible.

The Erosion and Sediment Control Plan together with the Storm Water Pollution Prevention Plan that was prepared in March of this year will continue to be used as tools to aide in the control of discharge of sediment from the site. The inspections need to be continued as outlined in the SWPPP to remain in compliance with the state permit. A portion of the seeding on the site took well, but some was washed away shortly after being seeded. These areas need additional attention as significant erosion is occurring on them. Ultimately, repairing these areas and establishing vegetative cover is needed. At this time, I believe that we can assist with this project in the following areas.

Inspections: Completion of required site inspections as needed to comply with EPA and DNR regulations. These inspections are required at a minimum of once every 7 days or within 48 hours of

a rainfall event that produces runoff. The site inspections will include required documentation for compliance. The frequency of rainfall events and the duration of the project are not known at this time, but for contract purposes I estimate 4 months with 5 inspections per month, or 22 inspections. Once stabilized cover has been established, the inspection frequency can be decreased to once per month until the permit is terminated.

The scope of work is so dependent on weather that it is not possible to put a finite maximum cost for our service. The amounts provided below are our best attempt to cover all costs; however, we may need to revisit this with another proposal as the project progresses.

We do not anticipate the following services so they have not been included in this proposal.

- Field survey work and topographic surveying.
- Environmental assessments
- Geotechnical explorations or evaluations
- Density testing
- The posting of any bonds, escrow or security agreements
- Utility locations or design
- Construction Staking
- Third-Party Handicap Certification
- Flood Plain analysis, Letter of Map Change, or Stream Buffer plans

We propose to complete the items identified above for the following compensation:

Inspections: As needed to comply with regulations with a rate of \$120 per inspection. Inspection documentation will be provided to county staff on a monthly basis. The total cost of inspection will not exceed \$2640 (22 inspections).

Construction Management: On a time as required basis with close communication with county staff to provide progress and to identify areas of concern with a total cost of management not to exceed \$500; however, this may vary depending on contractor progress and site conditions.

The total cost for additional services shall not exceed \$2640.

All work and billing will be completed in accordance with the 2014 Consultant Services Agreement between A Civil Group, LLC and The County of Boone. Additional work outside of the provided scope of work will not be completed without authorization. Fees for additional services will be billed separately so that all parties can account for the time involved.

If you have any questions or need additional information, please let us know.

Sincerely,
A Civil Group

Christopher M. Sander, PE, PLS

Jason Gibson - CAFR Questions

From: <Brandi.Lawyer@rubinbrown.com>
To: "Jason Gibson" <JGibson@boonecountymo.org>
Date: 6/25/2015 11:45 AM
Subject: CAFR Questions

Hi Jason,

Jeff quality control reviewed the CAFR this morning and had a few questions that I thought you might be able to help me with.

On page 39, we have the following paragraph about the definition of Assigned Fund Balance. The part in red below, who are these committees or officials? Or is it really only the County Auditor that is is delegated authority?

- *Assigned Fund Balance* - Includes general fund amounts intended for a specific purpose by the County Commission or the County Auditor or by a committee or official that has been delegated authority from the County Commission by resolution of the Commission to assign amounts. The County's assigned fund balance includes the residual balance for amounts accounted for in special revenue funds.

On page 51, the last 2 paragraphs "In 1992" and "In 1997", I'm having trouble relating this information to the debt schedule. Do they relate? Or have these bonds been paid off? Do we still need these footnotes? Sorry for so many questions. I'm just a little confused about these.

Thanks,
Brandi

Brandi Lawyer, CPA | E: brandi.lawyer@rubinbrown.com | Manager

RubinBrown LLP | An Independent Member of Baker Tilly International

One North Brentwood | Saint Louis, MO 63105 | P: 314.290.3459 | F: 314.290.3400 | www.rubinbrown.com



an independent member of
BAKER TILLY INTERNATIONAL

Any federal tax advice contained in this communication (including any attachments):
(i) is intended for your use only; (ii) is based on the accuracy and completeness of the facts you have provided us; and (iii) may not be relied upon to avoid penalties. This message may contain information that is confidential. Unauthorized forwarding, copying, printing, distribution, or any other unauthorized use of the information in this message is prohibited. If you believe you are not the intended recipient of the message, please notify the sender by return e-mail or call us at 314-290-3300 and delete the message.

Fund Statement - Fairground Maintenance Fund 212 (Nonmajor)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	574	-	500	-
Hospital Lease	-	-	-	-
Other	117,843	-	10,000	-
Total Revenues	118,417	-	10,500	-
Other Financing Sources				
Transfer In from other funds	80,000	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	80,000	-	-	-
Fund Balance Used for Operations	104,040	5,816	-	-
TOTAL FINANCIAL SOURCES	\$ 302,457	5,816	10,500	-
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	21,963	-	-	-
Contractual Services	280,494	5,816	5,816	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	302,457	5,816	5,816	-
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 302,457	5,816	5,816	-
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 232,174	128,134	128,134	132,818
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(104,040)	(5,816)	4,684	-
FUND BALANCE (GAAP), end of year	128,134	122,318	132,818	132,818
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION , end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 128,134	122,318	132,818	132,818
 Net Fund Balance as a percent of expenditures	 42.36%	 2103.13%	 2283.67%	 #DIV/0!

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of July 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Missouri for Liberty for August 10, September 14 and October 12, 2015 from 7:00 p.m. to 9:00 p.m.

Done this 14th day of July, 2015.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri For Liberty
Address: P.O. Box 30572, Columbia, Mo, 65205
City: Columbia State: MO ZIP Code: 65205
Phone: 319-360-4171 Website: Moforliberty.com
Individual Requesting Use: Sean Reberry Position in Organization: Chairman
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Meeting
Description of Use (ex. Speaker, meeting, reception): Meeting for discussion
Date(s) of Use: 2nd Monday of the Month
Start Time of Setup: 7 AM/PM Start Time of Event: 7 AM/PM
End Time of Event: 9 AM/PM End Time of Cleanup: 9 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Sean Reberry, Chairman
Phone Number: 319-360-4171 Date of Application: 4/12/15
Email Address: seanreberry@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 7-14-15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of July

20 15

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

Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Patricia Powell	Library Board	July 1, 2015 through June 30, 2019

Done this 14th day of July, 2015.

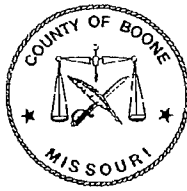
ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM



Board or Commission: Boone County Library Board Term: _____

Current Township: _____ Today's Date: May 29, 2015

Name: Patricia Powell

Home Address: 13413 Hwy. 40

City: Rocheport Zip Code: 65279

Business Address: _____

City: _____ Zip Code: _____

Home Phone: (573) 445-4454 ^{Cell} Work Phone: (573) 489-9593

Fax: _____ E-mail: jandppowell@gmail.com

Qualifications: Served as librarian at Hallsville Middle / High School 1980-83

Served as Media Director / Media Specialist at West Junior High School 1983-2003

Have served on the Boone County Library Board for 28 years. Served as Daniel Boone Regional Library Board, ^{President} three terms, and as Boone County Library Board President many times, as well as other offices.

Past Community Service: Regional VP for MO Retired Teachers Ass'n.
for five years

President of Boone County Retired Teachers, as well as
1st VP and 2nd VP

Have been collecting and mailing paperbacks to
soldiers and the USO in Afghanistan for at least
10 years. (831 books sent in 2014)

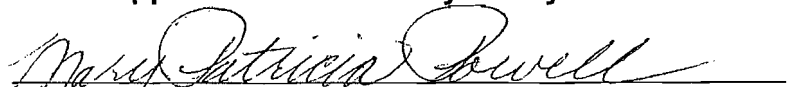
Volunteer at the Food Bank with Boone County Retired Teacher

References: Melissa Carr-DBRL Director (573) 817-7011

Jim Kreider-Executive Director-MO Retired Teachers Assn.
877-366-6782

Tonya Hays-Martin-Current President of DBRL Board (573) 220-2047 (C)
(573) 442-8512 (H)

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.


Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

14th

day of

July

20 15

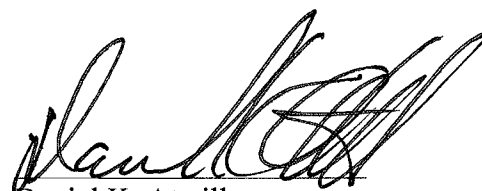
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice for the June 2015 Office of Emergency Management expenses in the amount of \$17,733.34.

Done this 14th day of July, 2015

ATTEST:

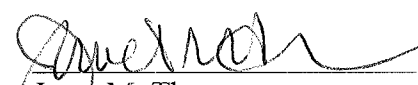
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Office of Emergency Management
2201 Interstate 70 Drive NW
Columbia, MO 65202
OFFICE: 573-447-5070
FAX: 573-447-5079

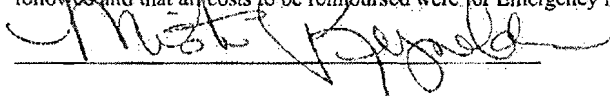
Invoice

Date	Invoice #
7/9/2015	62

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	June OEM Expenses	17,733.34		17,733.34

I, Misti Reynolds, Executive Assistant of Office of Emergency Management certifies that all Boone County Fire Protection District's procurement and spending policies have been followed and that all costs to be reimbursed were for Emergency Management services.


Misti Reynolds

Total	\$17,733.34
Payments/Credits	\$0.00
Balance Due	\$17,733.34



OFFICE OF EMERGENCY MANAGEMENT 2015 EMPG/OEM



PERSONNEL	EMPG BUDGET	Actual Expenditures for June 2015	Actual Expenditures Year To Date	EMPG Over/(Under) Total Budget	OEM BUDGET	Actual Expenditures for June 2015	Actual Expenditures Year To Date	OEM Over/(Under) Total Budget	TOTAL BUDGET
Salaries	\$ 66,394.93	\$ 4,512.46	\$ 27,236.37	(\$ 168.40)	\$ 95,000.00	\$ 6,553.54	\$ 30,083.41	(\$ 616.59)	\$ 161,394.93
Sund	\$ 13,334.70	\$ 1,055.74	\$ 6,154.44						
Book	\$ 20,923.62	\$ 1,344.12	\$ 8,064.72						
Mater	\$ 15,790.99	\$ 906.28	\$ 5,417.08						
Material	\$ 7,283.11	\$ 560.34	\$ 3,361.44						
Fice	\$ 9,112.51	\$ 706.08	\$ 4,208.09						
Fringe	\$ 8,855.60	\$ 690.00	\$ 3,987.42	(\$ 808.17)	\$ 50,000.00	\$ 2,951.32	\$ 15,623.19	(\$ 1,376.81)	\$ 58,855.60
Lease	\$ 3,179.48	\$ 700.15	\$ 2,275.02						
Misc	\$ 3,675.12	\$ 269.85	\$ 1,714.41						
TOTAL PERSONNEL	\$ 75,290.53	\$ 5,432.46	\$ 31,213.80	(\$ 41,076.73)	\$ 145,000.00	\$ 9,504.86	\$ 41,706.60	(\$ 104,293.40)	\$ 220,290.53
OPERATIONS									
Office Supply	\$ 1,000.00	\$ -	\$ 215.75	(\$ 784.25)	\$ 2,000.00	\$ -	\$ 215.75	(\$ 1,784.25)	\$ 3,000.00
Public Education & Training	\$ -	\$ -	\$ -	\$ 0.00	\$ 17,374.00	\$ 5,578.72	\$ 6,455.77	(\$ 10,918.27)	\$ 17,374.00
EOC Maintenance (Everbridge & Generator)	\$ 1,153.00	\$ 45.90	\$ 420.90	(\$ 2,362.10)	\$ 1,705.00	\$ 45.90	\$ 420.90	(\$ 1,284.10)	\$ 2,858.00
Registration Fees (Membership dues, Subscriptions, Conference Fees, Etc.)	\$ 1,500.00	\$ 50.00	\$ 354.45	(\$ 1,145.55)	\$ 2,100.00	\$ 119.00	\$ 619.46	(\$ 1,480.54)	\$ 3,600.00
Phones	\$ 500.00	\$ 38.75	\$ 278.68	(\$ 211.25)	\$ 694.15	\$ 38.75	\$ 278.69	(\$ 415.40)	\$ 1,194.15
Office & Warehouse Rent	\$ 6,408.85	\$ -	\$ 6,305.85	(\$ 103.00)	\$ 6,308.85	\$ -	\$ 6,305.85	(\$ 303.00)	\$ 12,617.70
Utilities for Sirens	\$ 5,000.00	\$ 335.02	\$ 1,636.82	(\$ 3,365.18)	\$ 5,000.00	\$ 335.03	\$ 1,636.94	(\$ 3,363.06)	\$ 10,000.00
Siren Maintenance	\$ 21,504.00	\$ 1,792.00	\$ 10,541.00	(\$ 10,967.00)	\$ 21,504.00	\$ 1,792.00	\$ 10,541.00	(\$ 10,963.00)	\$ 43,008.00
Other Misc Expenses (EOC Supplies & Other Misc Expenses)	\$ 3,605.58	\$ 169.68	\$ 1,067.18	(\$ 2,538.40)	\$ 7,500.00	\$ 319.08	\$ 1,218.57	(\$ 6,281.42)	\$ 11,105.58
Clothing	\$ -	\$ -	\$ -	\$ 0.00	\$ 1,000.00	\$ -	\$ -	(\$ 1,000.00)	\$ 1,000.00
Marketing, printing & publications	\$ -	\$ -	\$ -	\$ 0.00	\$ 500.00	\$ -	\$ -	(\$ 500.00)	\$ 500.00
Mitigation (Siren upgrade)	\$ -	\$ -	\$ -	\$ 0.00	\$ 105,000.00	\$ -	\$ 2,990.00	(\$ 102,010.00)	\$ 105,000.00
TOTAL OPERATIONS	\$ 40,571.43	\$ 2,431.35	\$ 20,820.65	(\$ 19,790.80)	\$ 170,686.00	\$ 8,223.45	\$ 30,652.93	(\$ 160,063.07)	\$ 211,257.43
TRAVEL									
Conferences	\$ 1,000.00	\$ -	\$ 157.35	(\$ 842.65)	\$ 2,000.00	\$ -	\$ 157.35	(\$ 1,842.65)	\$ 3,000.00
Non-EMPG Travel	\$ -	\$ -	\$ -	\$ 0.00	\$ 1,000.00	\$ -	\$ -	(\$ 1,000.00)	\$ 1,000.00
TOTAL TRAVEL	\$ 1,000.00	\$ -	\$ 157.35	(\$ 842.65)	\$ 3,000.00	\$ -	\$ 157.35	(\$ 2,842.65)	\$ 4,000.00
TOTAL	\$ 116,821.96	\$ 7,663.81	\$ 52,191.78	(\$ 64,150.18)	\$ 318,686.00	\$ 17,733.34	\$ 85,546.88	(\$ 233,150.12)	\$ 435,507.96

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>
1100-70 · CASH - OEM						
Bill Pmt -Check	06/01/2015	Auto	VBoone Electric	Siren electric		290.92
General Journal	06/02/2015	04043023	BCFPD	payroll 6/4/2015		5,544.32
General Journal	06/04/2015	04043020	VMEM	May		345.39
General Journal	06/09/2015	04042986	VBlue Cross	June		622.53
Bill Pmt -Check	06/10/2015	Auto	VBoone Electric	Siren electric		208.16
Bill Pmt -Check	06/10/2015	89888	VAhrens Steel & Welding Supplies, Inc.	COLINV457755		339.36
Bill Pmt -Check	06/10/2015	89889	VBlue Valley Public Safety, Inc.	Inv #10621		3,584.00
Bill Pmt -Check	06/17/2015	Auto	VBoone Electric	Siren electric		66.68
Payment	06/17/2015		CBoone County Commission		17,594.64	
General Journal	06/17/2015	04042980	BCFPD	Payroll 6/17/2015		5,551.68
Bill Pmt -Check	06/18/2015	Auto	VAT&T Mobility	04/25-05/24 Billing		77.50
Bill Pmt -Check	06/19/2015	Auto	Vcommerce Bank Visa	Active Shooter Supplies & PIO Class		5,578.72
Bill Pmt -Check	06/19/2015	Auto	Vcommerce Bank Visa	Membership Dues & Scanner for EOC		318.40
Bill Pmt -Check	06/24/2015	Auto	VBoone Electric	Siren Electric		104.29
Bill Pmt -Check	06/25/2015	89984	VWonderahe's Select	Inv #50891		91.80
General Journal	06/30/2015	04042764	VBlue Cross	July 2015		622.53
General Journal	06/30/2015	04042767	VLAGERS	Lager's May		2,050.87
Total 1100-70 · CASH - OEM					17,594.64	25,397.15

June Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
Boone Electric	Utilities	Siren electric for 2298	33.34	33.34	66.68
Blue Cross	Benefits	June billing	525.73	96.8	622.53
Boone Electric	Utilities	Siren electric for 1892001 & 2296	104.08	104.08	208.16
Ahrens Steel	Other Misc Expenses	Metal for antenna legs	169.68	169.68	339.36
Blue Valley	Siren Maintenance	June billing	1792	1792	3584
MEM	Benefits	May billing	266.65	78.74	345.39
Boone Electric	Utilities	Siren electric for 314925001, 46111001 & 2297	145.46	145.46	290.92
BCFPD	Salaries	6/4 Payroll	3273.09	2271.23	5544.32
Boone Electric	Utilities	Siren electric for group 2299	52.15	52.14	104.29
Vonderahe's	Generator Maintenance	Repairs to generator	45.9	45.9	91.8
Commerce Bank	Public Education & Training	Active shooter supplies & PIO Class	5578.72	0	5578.72
Commerce Bank	Registration Fees	Membership dues to HazWx.com, Basecamp & Dashstack	119	50	169
Commerce Bank	Other Misc Expenses	Scanner for EOC	149.4	0	149.4
AT&T	Phones	04/25-05/25 billing	38.75	38.75	77.5
BCFPD	Salaries	06/18 payroll	3280.45	2271.23	5551.68
Blue Cross	Benefits	July billing	525.73	96.8	622.53
Lagers	Benefits	May billing	1633.21	417.66	2050.87
			17733.34	7663.81	25397.15