

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

4th

day of August

20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 12251 N. Dripping Springs Road, parcel #06-800-28-00-002.01 01.

Done this 4th day of August, 2015.

ATTEST:

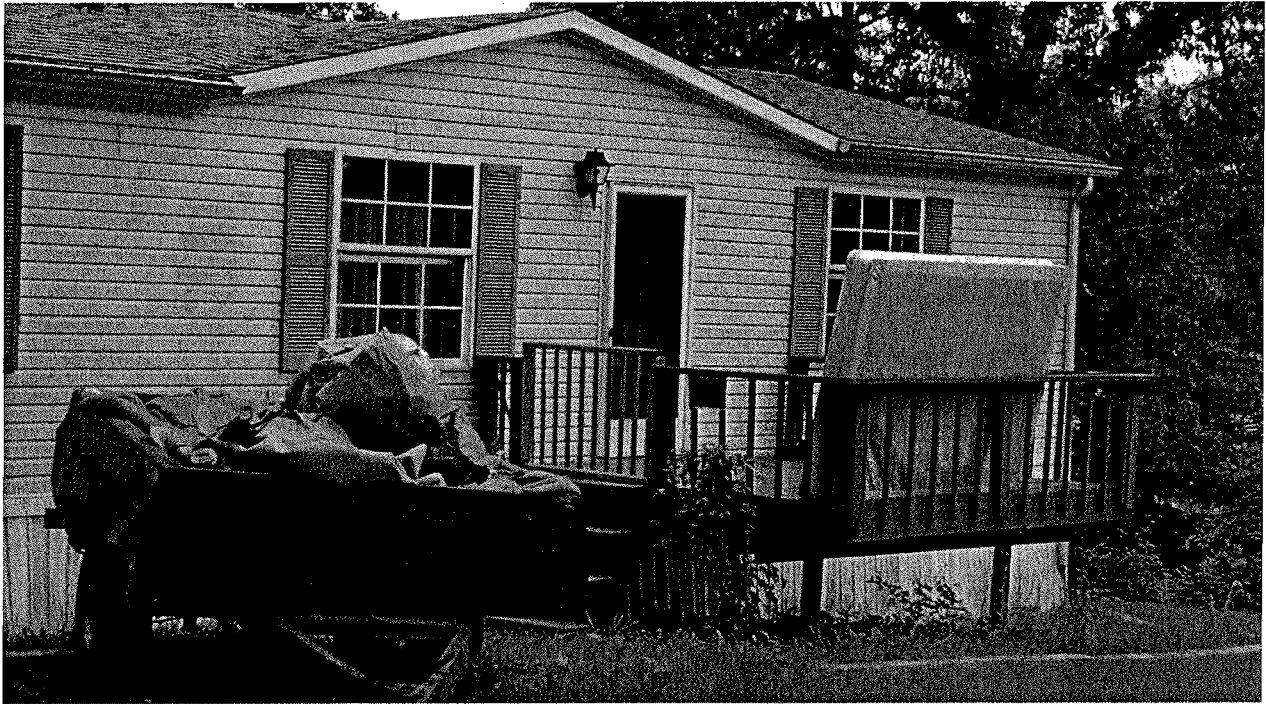
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

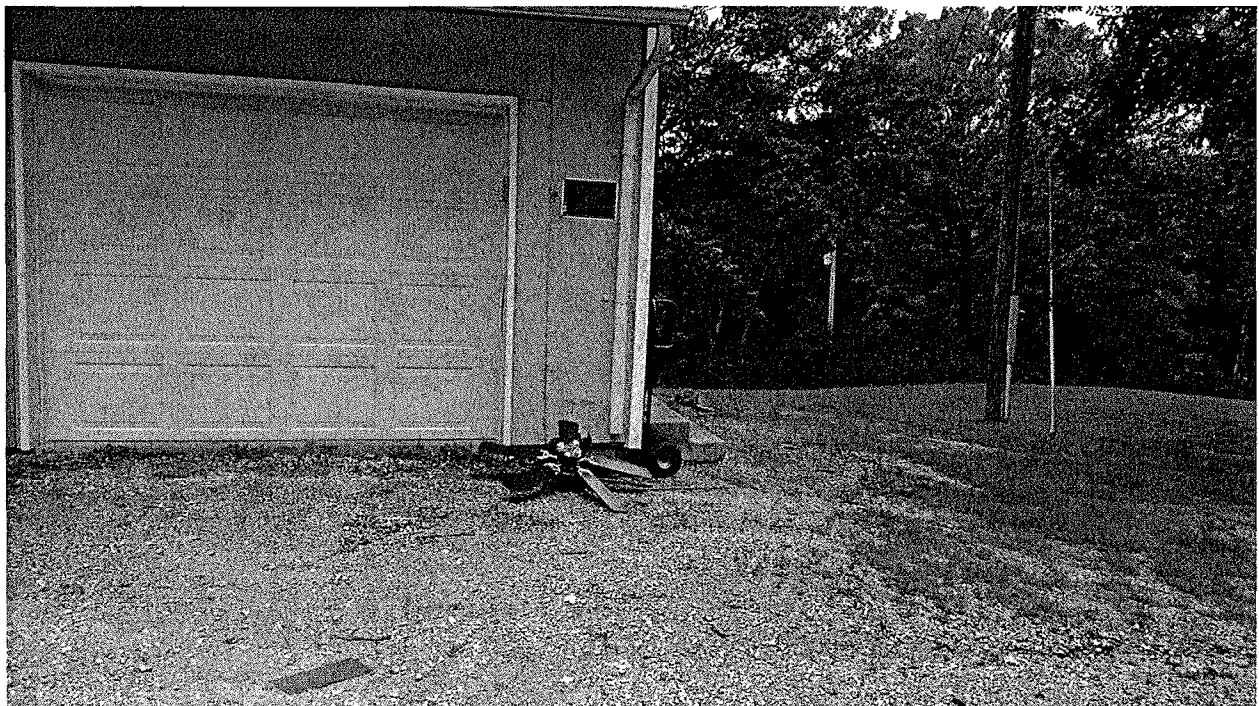
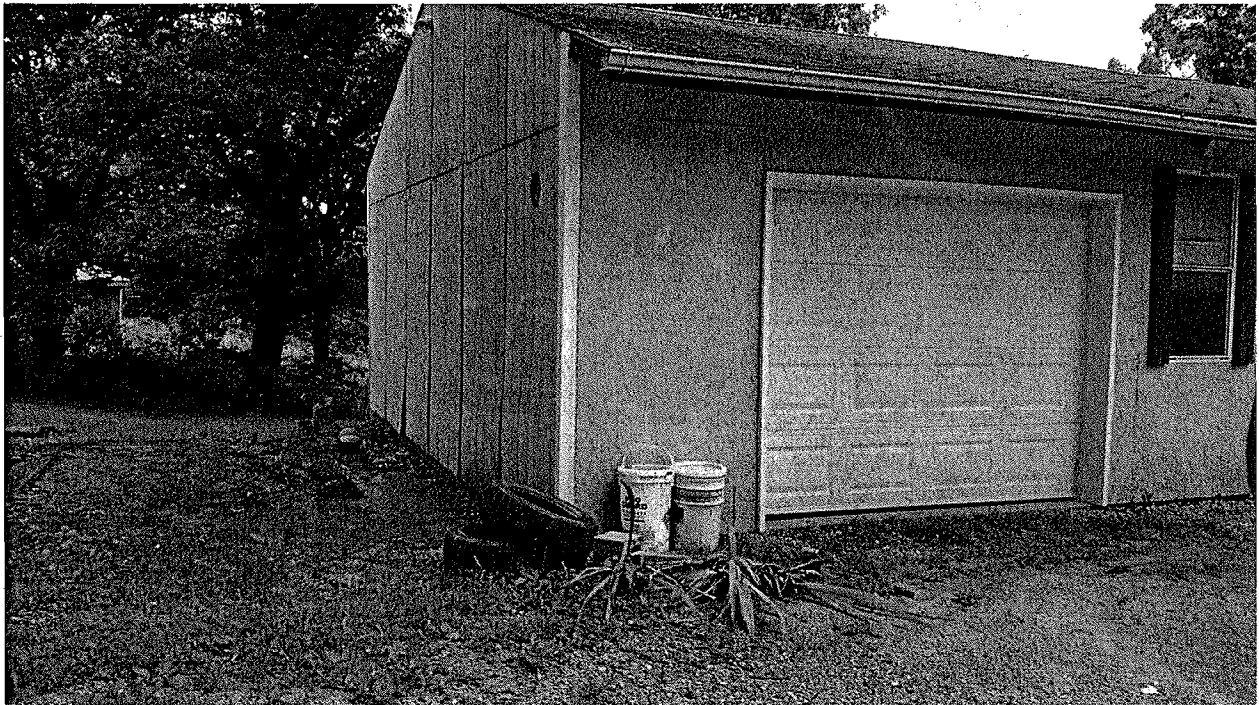
Absent  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Photographs taken 7/10/15 @ ~ 10:40 am  
12251 N. Dripping Springs Road



Photographs taken 7/10/15 @ ~ 10:40 am  
12251 N. Dripping Springs Road



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement )	August Session
12251 N. Dripping Springs )	July Adjourned
Road )	Term 2015
Harrisburg, MO 65256 )	Commission Order No. <u>328-2015</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 4<sup>th</sup> day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, junk, rubbish, pallets, tires, appliances and other refuse on the premises.
4. The location of the public nuisance is as follows: 12251 N. Dripping Springs Road, a/k/a parcel# 06-800-28-00-002.01 01, Section 28, Township 50, Range 13 as shown in deed book 4266 page 0002, Boone County.
5. The specific violation of the Code is: trash, junk, rubbish, pallets, tires, appliances and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 1<sup>st</sup> day of June to the lien holder and the 25<sup>th</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.


**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

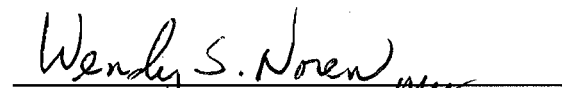
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

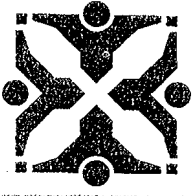
  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Richard Durham/Mid America Bank  
12251 N. Dripping Springs Road  
Health Department nuisance notice - timeline

- 05/26/15: citizen complaint received
- 05/27/15: initial inspection conducted
- 05/28/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested
- 05/28/15: spoke with owner via telephone about nuisance
- 06/01/15: lien holder signed for notice – owner never signed for notice
- 06/25/15: notice to owner posted in newspaper
- 07/10/15: reinspection conducted –violation not abated - photographs taken
- 07/13/15: hearing notice sent to owner and lien holder



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Richard Durham  
206 Pinewood Drive  
Columbia, MO 65203

An inspection of the property you own located at 12251 N. Dripping Springs Road (parcel # 06-800-28-00-002.00 01) was conducted on May 27, 2015 and revealed trash, junk, rubbish, pallets, tires, appliances and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 4, 2015 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

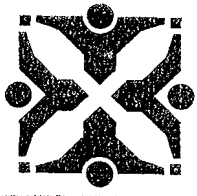
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of July 2015 by mn



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Mid America Bank  
1511 Friendship Road  
Jefferson City, MO 65101

An inspection of the property you hold a lien on located at 12251 N. Dripping Springs Road (parcel # 06-800-28-00-002.00 01) was conducted on May 27, 2015 and revealed trash, junk, rubbish, pallets, tires, appliances and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 4, 2015 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 13<sup>th</sup> day of July 2015 by mn.



**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

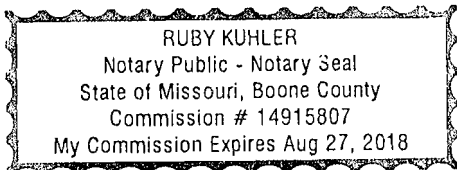
- 1st Insertion \_\_\_\_\_ June 25, 2015
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

\$66.52  
Printer's Fee

By: Candra Galiley  
Candra Galiley

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

[Signature]  
Notary Public



**NOTICE OF DECLARATION OF  
PUBLIC NUISANCE  
AND ORDER OF ABATEMENT**

To: Richard Durham  
206 Pinewood Drive  
Columbia, MO 65203

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: A tract of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 28, Township 50 North, Range 13 West, a/k/a 12251 N. Dripping Springs Road as shown by deed book 4266 page 0002

Type of Nuisance: Trash, junk, rubbish, pallets, tires, appliances and other refuse on the premises

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: Stephanie Browning,

Director, Columbia/Boone  
County Department of  
Public Health

INSERTION DATE: June 25, 2015.



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Mid America Bank  
1511 Friendship Road  
Jefferson City, MO 65101

An inspection of the property you hold a lien on located at 12251 N. Dripping Springs Road (parcel # 06-800-28-00-002.01 01) was conducted on May 27, 2015 and revealed trash, junk, rubbish, pallets, tires, appliances and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 28th day of May 2015 by MN.

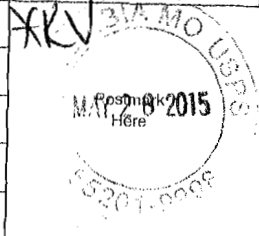
1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
www.GoColumbiaMo.com

7013 1710 0000 5559 2581

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$6.48



Sent To  
Mid America Bank  
1511 Friendship Rd.  
Jefferson City, MO 65101

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mid America Bank  
1511 Friendship Rd.  
Jefferson City, MO 65101

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
 X Amy Lieberman

B. Received by (Printed Name) C. Date of Delivery  
 Amy Lieberman 6/1/15

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7013 1710 0000 5559 2581



## Boone County Assessor

Boone County Government Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254

**Parcel** 06-800-28-00-002.01 01      **Property Location** 12251 N DRIPPING SPRINGS RD

**City**                                      **Road** COMMON ROAD DISTRICT (CO)      **School** HARRISBURG (R8)  
**Library** BOONE COUNTY (L1)      **Fire** BOONE COUNTY (F1)

**Owner** DURHAM RICHARD  
**Address** 206 PINWOOD DR  
**City, State Zip** COLUMBIA, MO 65203

*Subdivision Plat Book/Page*

*Section/Township/Range* 28 50 13

*Legal Description* PT E 1/2 NE NE

*Deeded Acreage* 3.36

*Deed Book/Page*

**4266 0002**

**4196 0065**

**1489 0979**

**1469 0717**

**Current Appraised**

**Current Assessed**

Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
<b>RA</b>	<b>12,300</b>	<b>23,650</b>	<b>35,950</b>	<b>RA</b>	<b>2,337</b>	<b>4,493</b>	<b>6,830</b>
<b>Totals</b>	<b>12,300</b>	<b>23,650</b>	<b>35,950</b>	<b>Totals</b>	<b>2,337</b>	<b>4,493</b>	<b>6,830</b>

**Most Recent Tax Bill(s)**

Copyright © 2015 Boone County, Missouri. All rights reserved.  
 This Web application was developed by [Boone County](#).

Boone County, Missouri  
Unofficial Document

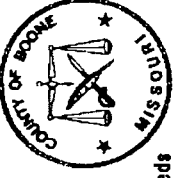


Recorded in Boone County, Missouri

Date and Time: 01/31/2014 at 10:38:34 AM  
Instrument #: 2014001618 Book: 4266 Page: 2

Grantor: NEW YORK COMMUNITY BANK  
Grantee: DURHAM, RICHARD

Instrument Type: WD  
Recording Fee: \$30.00 S  
No. of Pages: 3



*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds

Title of Document: Special Warranty Deed

Date of Document: January 23, 2014

Grantor(s): New York Community Bank

Grantee(s): Richard Durham

Statutory Mailing Address: 206 Pinewood Drive, Columbia, MO 65203

Legal Description: Page 1

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO JAN 31 2014

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, New York Community Bank, 1801 East 9<sup>th</sup> Street, Suite 200, Cleveland, OH 44114, for and in consideration of TEN DOLLARS 00/100 (\$10.00) and other good and valuable consideration received from Richard Durham (the "Grantee"), and to Grantees heirs and assigns, whose tax mailing address will be 206 Pine, does GIVE, GRANT, BARGAIN, SELL and CONVEY unto said Grantee, the Grantee's heirs, legal representatives, successors and assigns the real property located in Boone County Missouri, and more particularly described as follows:

A tract of land located in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 28, Township 50 North, Range 13 West, Boone County, Missouri; and described as follows: Starting at the Southwest corner of Tract A of Survey recorded in Book 738, Page 64, said point shown on the Section line and 646.0 feet South of the Northwest corner Section 27-50-13; thence North 0 degrees 01'20" East, 2.20 feet to the centerline of Dripping Springs Road as defined by an Affidavit recorded in Book 1240, Page 772, thence with the centerline of Dripping Springs Road 38.43 feet on a 1145.92 foot non-tangent radius curve to the right (chord bears North 39 degrees 49'30" West, 89.75 feet) to the Point of Beginning; thence South 80 degrees 56'30" West, 315.0 feet; thence North 40 degrees 00' West, 240.0 feet; thence North 1 degree 39'10" West, 382.65 feet to the centerline of Dripping Springs Road, thence with the centerline, North 88 degrees 20'50" East, 13.15 feet to PC station 172+62.73; thence 164.69 feet on a 168.52 foot curve to the right (chord bears South 63 degrees 39'20" East, 158.21 feet) to PC station 174+27.42; thence South 35 degrees 39'30" East, 512.11 feet to PC station 179+39.53; thence 38.43 feet on a 1145.92 foot radius curve to the left (chord bears South 36 degrees 37'10" East, 38.43 feet) to the Point of Beginning. 06-800-28-00-002.01

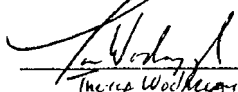
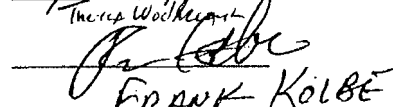
Parcel ID 06-800-28-00-002.01

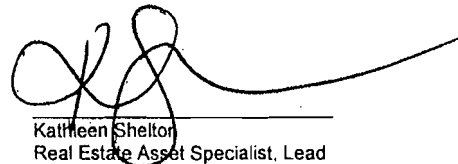
Property Address: 12251 North Dripping Springs Road, Columbia, Missouri 65202

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, the Grantee's heirs, legal representatives, successors and assigns forever.

And the Grantor covenants with the Grantee that Grantor is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, and represents and warrants that the same are free from all liens, claims and encumbrances created by or through Grantor, except for real estate taxes and assessments, general and special, which are a lien but not yet due and payable, and any and all other liens, claims and encumbrances created by or through Grantee, and that Grantor will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, their heirs, legal representatives, successors and assigns, against all lawful claims and demands made by any person claiming by or through Grantor, except as aforesaid.

IN WITNESS WHEREOF, Grantor has signed and acknowledged this Special Warranty Deed as of 23 day of January, 2014.  
Signed and Acknowledged  
in the Presence of:

  
Therese Woolthuis  
  
FRANK KOLBE

  
Kathleen Shelton  
Real Estate Asset Specialist, Lead  
New York Community Bank

①

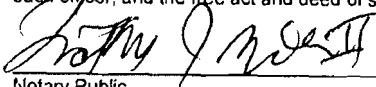
Nora Dietzel, Recorder of Deeds

# Boone County, Missouri Unofficial Document

BOONE COUNTY MO JAN 31 2014

State of Ohio )  
                  ) SS:  
County of Cuyahoga )

Before me, a Notary Public in and for County and State, on this 23<sup>rd</sup> day of January, 2014 personally appeared the above named Kathleen Shelton, Real Estate Asset Specialist, Lead for New York Community Bank, who acknowledged to me that, with due authorization, she did sign the foregoing instrument of said federal savings bank, and that the same was her free act and deed, individually and as such officer, and the free act and deed of said bank.

  
\_\_\_\_\_  
Notary Public

My Commission expires 8/16/15  
Timothy J. Szokan, II  
Seal:



TIMOTHY J. SZOKAN II  
Notary Public, State of Ohio  
Recorded in Lake County, Ohio  
My Commission Expires Aug. 16, 2015

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

4th

day of August

20 15

In the County Commission of said county, on the

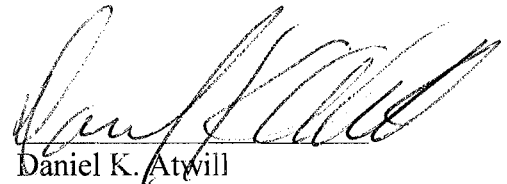
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5905 Teresa Drive, parcel #12-415-20-01-008.00 01.

Done this 4th day of August, 2015.

ATTEST:

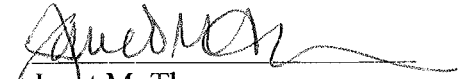
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

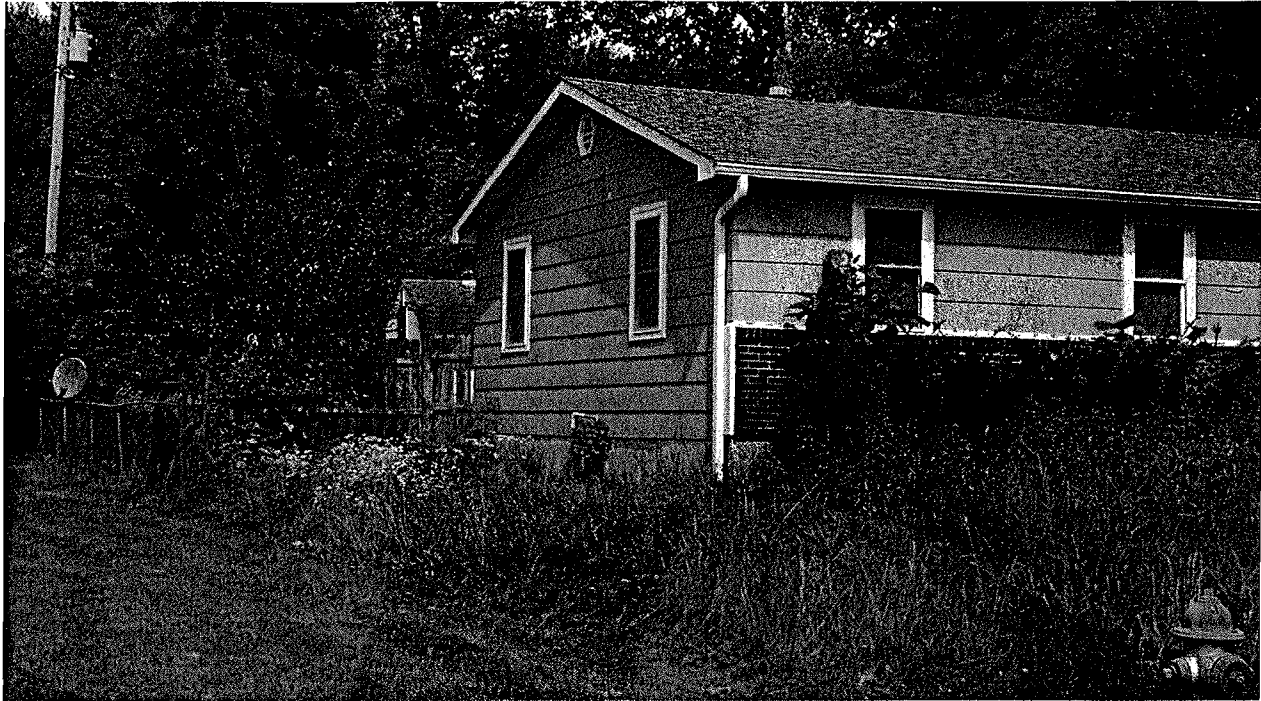
Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



Photographs taken 7/16/15 @ ~ 10:40 am  
5905 N. Teresa Drive



Photographs taken 7/16/15 @ ~ 10:40 am  
5905 N. Teresa Drive



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
5905 N. Teresa Drive	)	July Adjourned
Columbia, MO 65202	)	Term 2015
	)	Commission Order No. <u>329-2015</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 4<sup>th</sup> day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 5905 N. Teresa Drive, a/k/a parcel# 12-415-20-01-008.00 01, Section 20, Township 49, Range 12 as shown in deed book 3741 page 0178, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 29<sup>th</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

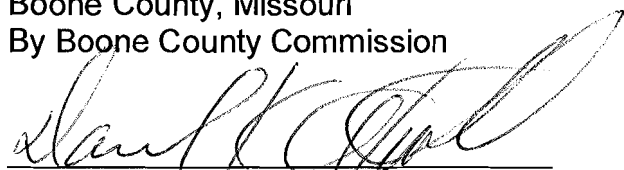
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

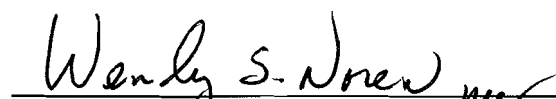
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

William and Gabrielle Derby  
5905 N. Teresa Drive  
Health Department nuisance notice - timeline

- 06/16/15: citizen complaint received
- 06/17/15: initial inspection conducted
- 06/18/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested
- 06/29/15: owner signed for notice
- 07/16/15: reinspection conducted –violation not abated - photographs taken
- 07/16/15: hearing notice sent to owner



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

William and Gabrielle Derby  
5905 N. Teresa Drive  
Columbia, MO 65202

An inspection of the property you own located at 5905 N. Teresa Drive (parcel # 12-415-20-01-008.00 01) was conducted on June 17, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 4, 2015 at 9:30 a.m. in the County Commission conference room at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the

17<sup>th</sup> day of July

2015 by MA



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

William and Gabrielle Derby
5905 N. Teresa Drive
Columbia, MO 65202

An inspection of the property you own located at 5905 N. Teresa Drive (parcel # 12-415-20-01-008.00 01) was conducted on June 17, 2015 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 18th day of June 2015 by MN.

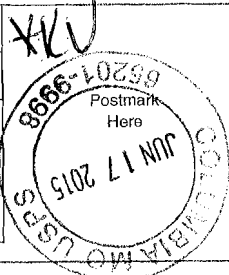
1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

7013 1710 0000 5559 2970

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.73



Sent To: William & Gabrielle Derby  
 Street, Apt. No., or PO Box No.: 5905 N. Teresa Dr.  
 City, State, ZIP+4: Columbia, MO 65202

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
  
 William & Gabrielle Derby  
 5905 N. Teresa Dr.  
 Columbia, MO 65202

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: *[Handwritten Signature]*  Agent  Addressee

B. Received by (Printed Name): *[Handwritten Signature]*

C. Date of Delivery: 6-29-15

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail®  Priority Mail Express™

Registered  Return Receipt for Merchandise

Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (transfer from service label) 7013 1710 0000 5559 2970



- 6310
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6310 Status: Open Entity: City of Columbia  
Description: 5905 Teresa Dr  
Comments  
Tall grass

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 06/16/2015 09:08:09  
Entry user ID: Niles, Michelle M Health  
Origin:  
Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
Q Contact name: Undefined  
Q From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry

4-17 weeds



## Boone County Assessor

Boone County Government Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254

**Parcel 12-415-20-01-008.00 01**

**Property Location 5905 N TERESA DR**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **DERBY WILLIAM & GABRIELLE**  
 Address **5905 N TERESA DR**  
 City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page **0009 0007**

Section/Township/Range **20 49 12**

Legal Description **GREGORY HGTS SD NO 2  
 LOT 57**

Lot Size **75.00 x 130.00**

Deed Book/Page **3741 0178** **3620 0007** **2809 0203** **2545 0099**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,300	46,000	60,300	RI	2,717	8,740	11,457
<b>Totals</b>	<b>14,300</b>	<b>46,000</b>	<b>60,300</b>	<b>Totals</b>	<b>2,717</b>	<b>8,740</b>	<b>11,457</b>

**Most Recent Tax Bill(s)**

**Residence Description**

Year Built **1972**  
**(ESTIMATE)**

Use **SINGLE FAMILY**  
**(101)**

Basement **CRAWL SPACE**  
**(2)**

Attic **NONE**  
**(1)**

Bedrooms **3**

Main Area **1,032**

Full Bath **1**

Finished **0**  
 Basement Area

Half Bath **1**

Total **6**  
 Rooms

Total Square **1,032**  
 Feet

Boone County, Missouri  
Unofficial Document



Recorded In Boone County, Missouri

Date and Time 12/07/2010 at 02:04:58 PM

Instrument # 2010026441 Book 3741 Page 178

Grantor SAMUEL, LARRY

Grantee DERBY, WILLIAM

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



**MISSOURI WARRANTY DEED**

**THIS INDENTURE**, Made on December 03, 2010 by and between

Grantor: Larry Samuel and Elaine Samuel, husband and wife

**AND**

Grantee: William Derby and Gabrielle Derby, husband and wife

Whose mailing address is 5905 N.Teresa Dr., Columbia, MO, 65202

WITNESSETH THAT THE SAID GRANTOR(S), in consideration of the sum of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS** to be paid by said Grantee(s) (the receipt of which is hereby acknowledged), do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto said Grantee(s) and unto the heirs, successors and assigns of Grantee(s), the following described lots, tracts or parcels of land lying, being and situate in the County of Boone and State of Missouri, to-wit.

Lot Fifty-seven (57) of Gregory Heights Subdivision Addition Number Two (2) as shown by plat thereof recorded in Plat Book 9, Page 7, records of Boone County, Missouri.

**SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD**



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

4th

day of August

20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4636 N. Interstate Drive, parcel #12-709-30-00-003.00 01.

Done this 4th day of August, 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

Photographs taken 7/20/15 @ ~ 3:50 pm  
4636 N. Interstate Drive



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
4636 N. Interstate Drive	)	July Adjourned
Columbia, MO 65202	)	Term 2015
	)	Commission Order No. <u>330-2015</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 4<sup>th</sup> day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 4636 N. Interstate Drive, a/k/a parcel# 12-709-30-00-003.00 01, Section 30, Township 49, Range 12 as shown in deed book 3507 page 0105, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 22<sup>nd</sup> day of June to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

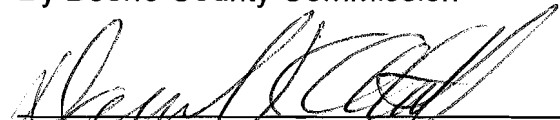
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

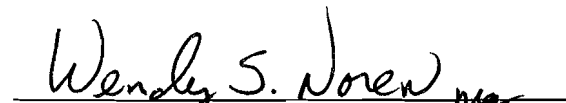
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

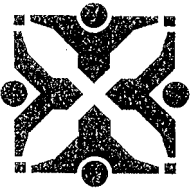
ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



Crown Enterprises, Inc.  
4636 N. Interstate Drive  
Health Department nuisance notice - timeline

- 06/08/15: citizen complaint received
- 06/09/15: initial inspection conducted
- 06/11/15: notice of violation sent to owner via certified mail, return receipt requested
- 06/22/15: owner signed for notice
- 07/08/15: called and left message for owner, tenant – no response
- 07/20/15: reinspection conducted –violation not abated - photographs taken
- 07/20/15: hearing notice sent to owner



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Crown Enterprises Inc.  
PO Box 869  
Warren, MI 48090-0869

An inspection of the property you own located at 4636 N. Interstate Drive (parcel # 12-709-30-00-003.00 01) was conducted on June 9, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 4, 2015 at 9:30 a.m. in the County Commission conference room at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 20th day of July 2015 by KV.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Crown Enterprises Inc.
PO Box 869
Warren, MI 48090-0869

An inspection of the property you own located at 4636 N. Interstate Drive (parcel # 12-709-30-00-003.00 01) was conducted on June 9, 2015 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11th day of June 2015 by KV.

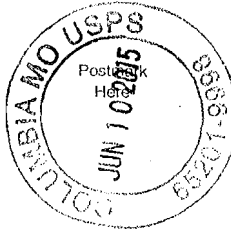
1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

7013 1710 0000 5559 2840

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.73



Sent To  
**Crown Enterprises Inc.**  
 Street, Apt. No.,  
 or PO Box No. **PO Box 809**  
 City, State, ZIP+4  
**Warren, MI 48090-0809**

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4, if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Crown Enterprises Inc.**  
**PO Box 809**  
**Warren, MI 48090-0809**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 *[Signature]*  Addressee

B. Received by (Printed Name) **Cassandra Cathini** C. Date of Delivery **6/22/15**

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No  
**PO Box 809**

3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7013 1710 0000 5559 2840**



Kristine Vellema <knvellem@gocolumbiamo.com>

**Fwd: [Neighborhood]: Office of Neighborhood Services Reporting Form : 6-8-2015 10:46:08 am**

1 message

**Kala Wekenborg-Tomka** <mawekenb@gocolumbiamo.com>  
To: Kristine Vellema <knvellem@gocolumbiamo.com>

Mon, Jun 8, 2015 at 10:53 AM

For you or Britni

Kala Wekenborg-Tomka  
Environmental Public Health Supervisor

----- Forwarded message -----

From: "Leigh Britt" <lcnutter@gocolumbiamo.com>  
Date: Jun 8, 2015 10:49 AM  
Subject: Fwd: [Neighborhood]: Office of Neighborhood Services Reporting Form : 6-8-2015 10:46:08 am  
To: "Michala Wekenborg-Tomka" <mawekenb@gocolumbiamo.com>  
Cc:

for you -- thanks!!

**Leigh Britt**  
Neighborhood Services Manager  
City of Columbia, Missouri  
701 E. Broadway - 5th floor  
P.O. Box 6015, Columbia, MO 65205  
573-874-7504  
lcnutter@GoColumbiaMo.com  
<http://www.gocolumbiamo.com/Neighborhoods/>

*directly @ 10:30 @ 10:15 of pole*

----- Forwarded message -----

From: **webmaster@gocolumbiamo.com** <webmaster@gocolumbiamo.com>  
Date: Mon, Jun 8, 2015 at 10:46 AM  
Subject: [Neighborhood]: Office of Neighborhood Services Reporting Form : 6-8-2015 10:46:08 am  
To: neighborhood@gocolumbiamo.com

The following form submission was received on the City of Columbia website. The sender has been notified of the successful receipt of this request. Recipients should respond to this request within a reasonable time frame, normally within 1 to 3 business days. For more information regarding origin of this message or to report spam contact the Webmaster at [webmaster@gocolumbiamo.com](mailto:webmaster@gocolumbiamo.com).

Below are the results of a Web form submitted on: June 8th, 2015 at 10:46AM (CDT).

Issue: Weeds  
Observation Date: 5/8/2015  
Address/Intersection: 4336 North Interstate Drive, Columbia, MO 65202, USA  
Description of issue or damage: Occupants are not maintaining property. Mowing to be specific. They're property line runs nearly to the driveway of 1425 Boone Ind./ 4430 Interstate Dr. The property is becoming overgrown and an eyesore.

-----  
Name (optional):



## Boone County Assessor

Boone County Government Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254

**Parcel 12-709-30-00-003.00 01**

**Property Location 4636 N INTERSTATE DR**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **CROWN ENTERPRISES INC**  
 Address **PO BOX 869**  
 City, State Zip **WARREN, MI 48090 - 0869**

Subdivision Plat Book/Page

Section/Township/Range **30 49 12**

Legal Description **PT SW TR 5 SUR 414-115**

Deeded Acreage **3.29**

Deed Book/Page

**3507 0105**

**0413 0851**

**Current Appraised**

**Current Assessed**

Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
CI	74,100	98,400	172,500	CI	23,712	31,488	55,200
<b>Totals</b>	<b>74,100</b>	<b>98,400</b>	<b>172,500</b>	<b>Totals</b>	<b>23,712</b>	<b>31,488</b>	<b>55,200</b>

**Most Recent Tax Bill(s)**

Copyright © 2015 Boone County, Missouri. All rights reserved.  
 This Web application was developed by [Boone County](#).



Recorded In Boone County, Missouri  
Date and Time: 06/19/2009 at 08:51:13 AM  
Instrument # 2009016586 Book 3507 Page 105  
Grantor YRC INC  
Grantee CROWN ENTERPRISES INC

Instrument Type WD  
Recording Fee \$33.00 S  
No of Pages 4

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



Chicago Title-KCMO MISSOURI SPECIAL WARRANTY DEED  
20092461-sed (Corporation)

THIS INDENTURE, made and entered into as of June 12, 2009, by and between YRC Inc., a Delaware corporation, f/k/a Yellow Roadway Corp., a Delaware corporation, f/k/a Roadway Express, Inc., a Delaware corporation, successor by merger to Terminal Land and Building Corporation, a Delaware Corporation, (Grantor), and Crown Enterprises, Inc., a Michigan corporation, (Grantee), whose mailing address is: 12225 Stephens Road, Warren, MI 48089

WITNESSETH, that Grantor in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents SELL and CONVEY unto Grantee, its successors and assigns, the lots, tracts, or parcels of land, lying, being and situated in County of Boone, and State of Missouri as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Premises"); subject, however, to all covenants, easements, restrictions and reservations now of record, as noted on Exhibit B, and subject to all taxes and assessments, general and special, not now due and payable.

TO HAVE AND TO HOLD, the Premises, with all and singular the rights, privileges, appurtenances and immunities belonging or in any way pertaining thereto unto Grantee and unto its successors and assigns forever; Grantor hereby covenanting that the Premises are free and clear from any encumbrance done or suffered by it, except as set forth hereinabove, and that it will warrant and defend the title to the Premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as set for hereinabove.

[signature page follows]

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO JUN 19 2009

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first above written.

YRC Inc., a Delaware corporation

By: [Signature]

Name: Jeff P. Bennett

Title: Vice President - Legal and Secretary

STATE OF Kansas )  
 ) SS.  
COUNTY OF Johnson )

On this 14th day of June, 2009, before me personally appeared Jeff P. Bennett to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the VP - Legal and Secretary of YRC Inc., a Delaware corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Connie L Meder  
Notary Public in and for said State and County  
Printed Name: Connie L Meder

(SEAL)

My Commission Expires:  
11/01/2011





Boone County, Missouri  
Unofficial Document

**BOONE COUNTY MO JUN 19 2009**

**EXHIBIT A**

A tract of land containing 3.29 acres, more or less, located in the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Forty-nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being shown and described as Tract Five (5) of the survey recorded October 18, 1973 as Document No. 9478 in Book 414, Page 115, Records of Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

BOONE COUNTY MO JUN 19 2009

EXHIBIT B

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Easements or claims of easements not shown by the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. The lien of real estate taxes or assessments imposed on the Title by a governmental authority for the year 2009 and thereafter, none now due and payable.
5. Easement granted to Boone Electric Cooperative dated August 12, 1974, recorded in Book 418, Page 359.
6. Easement granted to Boone Electric Cooperative dated June 1, 1976 and recorded in Book 432, Page 260.
7. Easement granted to Boone Electric Cooperative dated May 19, 1976 and recorded in Book 432, page 183.
8. Easement granted to Boone Electric Cooperative dated October 28, 2005 and recorded in Book 2836, Page 5.
9. Notwithstanding the reference to acreage or quantity of ground in the description contained herein, this commitment does not confirm, and the policy, when issued, will not insure the accuracy of such acreage or quantity of ground.
10. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the land.

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

4th

day of August

20 15

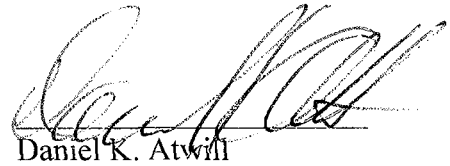
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6481 S. West Way, parcel #20-216-10-01-061.00 01.

Done this 4th day of August, 2015.

ATTEST:

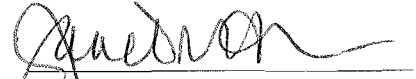
*Wendy S. Noren*  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

*Absent*

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

6481 S. West Way 10/30/15



6481 S. West Way 10/30/15



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
6481 S West Way	)	July Adjourned
Columbia, MO 65203	)	Term 2015
	)	Commission Order No. <u>331-2015</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 4th day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: weeds in excess of 12" high
4. The location of the public nuisance is as follows: 6481 S West Way. Gateway South Plat 4 Lot 56 (a/k/a parcel #20-216-10-01-061.00 01) Section 10, Township 47, Range 13 as shown by deed book 0010 page 0190, Boone County
5. The specific violation of the Code is: weeds in excess of 12" high is in violation of sections 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15 day of September, 2014, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

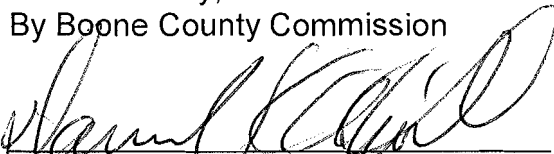
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

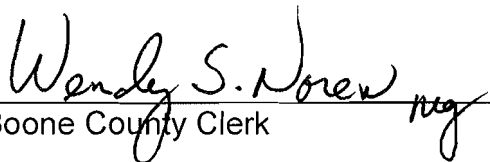
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



# Boone County Assessor

Boone County Government Center  
 801 E. Walnut, Room 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254

**Parcel 20-216-10-01-061.00 01**

**Property Location 6481 S WEST WAY**

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **WORSTELL TED D JR & SUSAN A**  
 Address **6481 SOUTHWEST WAY**  
 City, State Zip **COLUMBIA, MO 65203**

Subdivision Plat Book/Page **0010 0190**

Section/Township/Range **10 47 13**

Legal Description **GATEWAY SOUTH PLAT 4  
 LOT 56**

Lot Size **74.93 x 105.00**

Irregular shape **Y**

Deed Book/Page **2286 0195** **1687 0781**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,400	72,100	86,500	RI	2,736	13,699	16,435
<b>Totals</b>	<b>14,400</b>	<b>72,100</b>	<b>86,500</b>	<b>Totals</b>	<b>2,736</b>	<b>13,699</b>	<b>16,435</b>

**Most Recent Tax Bill(s)**

**Residence Description**

Year Built **1975 (ESTIMATE)**  
 Use **SINGLE FAMILY (101)**

Basement	<b>FULL (4)</b>	Attic	<b>NONE (1)</b>
Bedrooms	<b>3</b>	Main Area	<b>1,052</b>
Full Bath	<b>2</b>	Finished Basement Area	<b>600</b>
Half Bath	<b>0</b>		
Total Rooms	<b>6</b>	Total Square Feet	<b>1,652</b>

6481 S West Way

Worstell Ted D Jr & Susan A

ACTIVITY LOG

06/11/2015 citizen complaint received

06/12/2015 complaint investigated – weeds exceed 12” in front and back yard and furniture sitting in front yard.

06/12/2015 notice of violation sent via Certified Mail

06/15/2015 Certified letter signed for by Ted Worstell Jr.

06/30/2015 reinspection conducted – violation still present for weeds, furniture had been removed

06/30/2015 pictures taken

06/21/2015 hearing notice sent via First Class Mail





Britni Dewrock <bmdewroc@gocolumbiamo.com>

## Weed Complaint

1 message

Jessica Asbury <jdasbury@gocolumbiamo.com>

Thu, Jun 11, 2015 at 10:10 AM

To: Britni Dewrock <bmdewroc@gocolumbiamo.com>, Kristine Vellema <knvellem@gocolumbiamo.com>

Robert Lock #823-0293 (neighbor) of 6471 Southwest Way, Columbia. Back yard has tree limbs and weeds about 2-3 feet tall. Gutters are full. No trash service and has an entertainment center and TV in front yard. I told him someone would give him a call when they get in.

ALSO

Randy Harmon #657-0573 He would like to get a lagoon permit for 11001 South Rt N

-Thanks-  
Jessica Asbury  
Administrative Support Assistant  
Columbia/Boone County  
Dept. of Public Health & Human Services  
(573)-874-6396

*dog - doesn't  
look good.*

*LM  
6/11/15*



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH  
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Worstell Ted D Jr & Susan A  
6481 S West Way  
Columbia, MO 65203

An inspection of the property you own on located at 6481 S West Way. (parcel's # 20-216-10-01-061.00 01) was conducted on June 12, 2015 and revealed growth of weeds in excess of twelve inches high on the premises in the backyard and numerous pieces of furniture on the premises

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7 and 6.3.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

*Britni Hendren*

Britni Hendren  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12<sup>th</sup> day of June 2015 by BH.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Worstell Ted D Jr. & Susan A  
6481 Southwest Way  
Columbia, MO 65203

An inspection of the property you own located at 6481 Southwest Way. (parcel # 20-216-10-01-061.00 01) was conducted on June 12, 2015 and revealed weeds in excess of 12" high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

**You are herewith notified that a hearing will be held before the County Commission on Monday August 4, at 9:30 am, in the Commissioner Office (3<sup>rd</sup> Floor) at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.** The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

*Britni Hendren*

Britni Hendren  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 21<sup>st</sup> day of July 2015 by BH.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

**Nora Dietzel**  
**Boone County , Missouri - Recorder of Deeds**

[Click Here To View Document](#)

**Boone County Recorder of Deeds**  
**801 East Walnut, Rm. 132**  
**Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

**Instrument** DT - DEED OF TRUST  
**Document No.** 2003029387  
**Book** 2286  
**Page** 213  
**Recording Date** 7/18/2003 3:07:39 PM  
**Dated date** 7/17/2003

Referenced By This Document (0)

References To This Document (2)

**Book: 3919 Page: 87 AS**  
**Book: 3926 Page: 134 APT**

**Referenced Amount \$17,980.00**

Grantor(s) (3)

**WORSTELL, TED D**  
**WORSTELL, TED D JR**  
**WORSTELL, SUSAN A**

Grantee(s) (1)

**COUNTRYWIDE HOME LOANS INC**

Mortgagee's Address

**4500 PARK GRANADA**  
**CALABASAS, CA 913021613**

Legal Description(s) (1)

**LT 56 GATEWAY SOUTH PLAT4**

Boone County, Missouri  
Unofficial Document

213



Recorded in Boone County, Missouri

Date and Time: 07/18/2003 at 03:07:39 PM

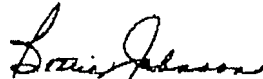
Instrument #: 2003029387 Book: 02286 Page: 0213

First Grantor WORSTELL, TED D

First Grantee COUNTRYWIDE HOME LOANS INC

Instrument Type DT

Recording Fee \$44.00

  
Bettie Johnson, Recorder of Deeds



[Space Above this Line for Recording Data]

Title(s) of Document:  
FUTURE ADVANCE DEED OF TRUST

Date of Document:  
July 17, 2003

Grantor(s):  
TED D WORSTELL a/k/a Ted D. Worstell, Jr.  
SUSAN A WORSTELL

Grantor's Address:  
235 APPLETREE CT APT 7  
COLUMBIA, MO 65203-


Grantee(s):  
COUNTRYWIDE HOME LOANS, INC.

Grantee's Address:  
4500 Park Granada  
Calabasas, CA 91302-1613

Full Legal Description is located on page: 2

Reference Book(s) and Page(s), if required:

MO Indexing Coversheet - 11/01

 368C(MO) (0111) CHL (11/01) VMP MORTGAGE FORMS - (800)521-7291

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

214

Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
1800 Tapo Canyon  
Simi Valley, CA 93063-6712

Prepared By:  
K. BOUMAN

Lender Address located on page 2

Trustee Address located on page 2

Full Legal Description located on page 2

[Space Above This Line For Recording Data]

MT-03F0200

0002897379662074

[Escrow/Closing #]

[Doc ID #]

**FUTURE ADVANCE  
DEED OF TRUST**

(Line of Credit)

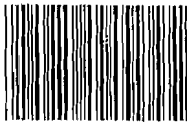
THIS DEED OF TRUST SHALL SECURE ANY AND ALL PRESENT AND FUTURE INDEBTEDNESS, OBLIGATIONS AND ADVANCES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$17,980.00. THIS INSTRUMENT SHALL BE GOVERNED BY ALL OF THE PROVISIONS OF SECTION 443.055 R.S.Mo., AS AMENDED.

THIS DEED OF TRUST, dated JULY 17, 2003 is between  
TED D WORSTELL\* AND SUSAN A WORSTELL, HUSBAND AND WIFE  
\*a/k/a Ted D. Worstell, Jr.

residing at  
235 APPLETREE CT APT 7, COLUMBIA, MO 65203-  
● HELOC - MO Deed of Trust  
1C6541MO (11/01)

Page 1 of 7

Int.'s *TOW SAW*



\* 2 3 9 9 1 \*



\* 0 2 8 9 7 3 7 9 6 0 0 0 0 1 C 6 5 4 \*

Nora Dietzel, Recorder of Deeds

Boone County, Missouri  
Unofficial Document

215

DOC ID # 0002897379662074

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and  
CTC REAL ESTATE SERVICES

as trustee and hereinafter referred to as the "Trustee," with an address at  
400 COUNTRYWIDE WAY, MSN SV-88 SIMI VALLEY, CA 93065-  
for the benefit of  
COUNTRYWIDE HOME LOANS, INC.

with an address at  
4500 Park Granada, Calabasas, CA 91302-1613  
and hereinafter referred to as "you" or the "Beneficiary."

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant, bargain and  
sell and convey to the Trustee the premises located at:  
6481 SOUTHWEST WAY, COLUMBIA

BOONE	Street/City	Missouri	65203-	(the "Premises").
County		State	ZIP	

and further described as:

LOT FIFTY-SIX (56) OF GATEWAY SOUTH PLAT NUMBER FOUR (4) AS SHOWN BY  
PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 10, PAGE 190, RECORDS OF  
BOONE COUNTY, MISSOURI.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights  
and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Deed of Trust will secure your loan in the principal amount of \$ 17,980.00 or so  
much thereof as maybe advanced and readvanced from time to time to

TED D WORSTELL  
SUSAN A WORSTELL

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated  
July 17, 2003 with a final maturity date of AUGUST 01, 2028, plus interest and  
costs, late charges and all other charges related to the loan, all of which sums are repayable according to the  
Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us  
and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any  
extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts  
advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans  
under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note  
and subject to the Credit Limit set forth in the Note.

DOC ID # 0002897379662074

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.



DOC ID # 0002897379662074

(g) PRIOR DEED OF TRUST: If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated June 17, 2003 and given by us for the benefit of

COUNTRYWIDE HOME LOANS INC

as beneficiary, in the original amount of \$ 91,000.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, or pursuant to Section 443.055 R.S.Mo. any of us shall notify you of our election to terminate the operation of this instrument as security for future advances or future obligations, you or the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Deed of Trust. Any such sale by the Trustee under power of sale shall be at public venue or outcry, at the usual place in the County and State in which the mortgaged property is located to the highest bidder, for cash, after first giving notice of the time, terms and place of said sale and a description of the property to be sold as required by Sections 443.310, 443.320 and 443.325, R.S.Mo., as amended, or the applicable law in effect at the time of the proposed sale. At any such sale, you shall be entitled to bid for or purchase the Premises, the same as any third person might do, and may make payment by presenting to Trustee the Note so that there may be endorsed as paid thereon the amount of such bid which is to be applied to the payment of the Note. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign,

Boone County, Missouri  
Unofficial Document

218

DOC ID # 0002897379662074

cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at  
COUNTRYWIDE HOME LOANS, INC.  
4500 Park Granada, Calabasas, CA 91302-1613  
or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

**GENERAL:** You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

**TRUSTEE:** Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of

Nora Dietzel, Recorder of Deeds

Nora Dietzel, Recorder of Deeds

● HELOC - MO Deed of Trust  
1 CG546MO (1/1/01)

Page 6 of 7

\_\_\_\_\_  
Grantor  
(SEAL)

\_\_\_\_\_  
Grantor  
(SEAL)

\_\_\_\_\_  
Grantor: SUSAN A WORSTELL  
*Susan A Worstell*  
(SEAL)

\_\_\_\_\_  
Grantor: TED D WORSTELL Jr.  
*Ted D Worstell Jr.*  
(SEAL)

WITNESS:

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

Trustee hereby lets the mortgaged property to you and your assigns, until this deed is released and satisfied, or until default is made under the covenants and agreements hereof, upon the following terms: You and all persons claiming or possessing the Premises or any part thereof, shall pay rent therefor during said lease term at one cent per month, payable on demand, and shall surrender peaceful possession of the Premises to Trustee immediately upon such default, and without notice or demand, and Trustee shall be entitled to the rents, revenues, income and profits therefrom as provided above; provided, however, that nothing in this instrument shall be construed to prevent you from taking every legal means to enforce payment of the Note or other obligations secured by this instrument without having first enforced this Deed of Trust.

Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

DOC ID # 0002897379662074

Boone County, Missouri  
Unofficial Document

219

Boone County, Missouri  
Unofficial Document

220

DOC ID # 0002897379662074  
County ss: Boone

STATE OF MISSOURI,

On this 17th day of July, 2003, before me personally appeared

Ted A. Worstell\* and Susan A. Worstell,  
husband and wife to me

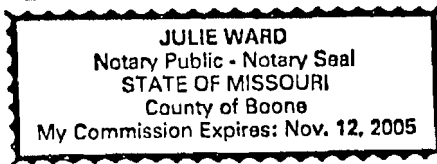
known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Term Expires:

\* aka Ted A.  
Worstell, Jr.

Julie Ward  
Notary Public



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>[Signature]</i>      <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)      C. Date of Delivery  <span style="float: right;">6/15/15</span></p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em;">Worstell Ted D Jr. 3 Susan A          6481 S. West Way          Columbia, MO          65203</p>	<p>D. Is delivery address different from item 1?    <input type="checkbox"/> Yes          If YES, enter delivery address below:    <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail®    <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail    <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee)    <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label)</p>	<p style="font-size: 1.2em;">7013 1710 0000 5559 2864</p>
<p>PS Form 3811, July 2013      Domestic Return Receipt</p>	

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

<p style="font-size: 0.8em;">Postage \$</p> <p style="font-size: 0.8em;">Certified Fee</p> <p style="font-size: 0.8em;">Return Receipt Fee (Endorsement Required)</p> <p style="font-size: 0.8em;">Restricted Delivery Fee (Endorsement Required)</p> <p style="font-size: 0.8em;">Total Postage &amp; Fees \$</p>	<p>Postmark Here</p> <p style="font-size: 1.5em;">TA 6/12/15</p>
--	--

Sent To: **Worstell Ted D Jr. 3 Susan A**

Street, Apt. No., or PO Box No.: **6481 S. West Way**

City, State, ZIP+4: **Columbia, MO 65203**

PS Form 3800, August 2006
See Reverse for Instructions

4998 2864 6559 0000 0000 0000 0000 0000 0000 0000

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 4th day of August 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 2015 LEPC grant from the Missouri Emergency Response Commission (MERC).

Done this 4th day of August, 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

# 2015 LEPC/D Compliance Certification

---

## *Chemical Emergency Preparedness Fund (CEPF)*

### **Introduction and Overview**

The Emergency Planning and Community Right-to-Know Act (EPCRA) established state emergency response commissions and local emergency planning committees/ districts (LEPC/Ds). The State of Missouri established the Chemical Emergency Preparedness Fund (CEPF) to enable the Missouri Emergency Response Commission (MERC) and the LEPC/Ds to carry out responsibilities as designated in state and federal statutes.

### **EPCRA Requirements**

EPCRA requires that each local emergency planning committee/district (LEPC/D):

- Hold a public meeting at least annually;
- Provide annual public notice that indicates how the public may access the hazmat plan, Tier II forms filed within the jurisdiction, and hazmat incident information; and
- Maintain a hazardous materials emergency response plan ("hazmat plan") that is reviewed and updated annually
- Conduct an annual hazmat exercise to test the plan annually.

### **Missouri Requirements**

In order for a county LEPC/D to be officially recognized by the State of Missouri, and to receive that year's CEPF, each county LEPC/D must submit the LEPC/D Compliance Certification Package to MERC.

A few important notes:

- The Chief Elected Official of each county is charged with ensuring that the county operates as part of an LEPC/D; as such, the Chief Elected Official **MUST** sign the LEPC/D Compliance Certification Package.
- The Chief Elected Official of each county is charged with appointing members to the LEPC/D and submitting the proposed member list to MERC for approval; as such, the Chief Elected Official **MUST** sign the LEPC/D Member List.
- If, at any point, you have questions about the LEPC/D Compliance Certification Package (how to fill it out, required documentation, etc.), contact your designated MERC Hazmat Planner.

Thank you for your efforts and dedication to reducing chemical risks and making Missouri a safer place to live, visit, and work. We look forward to working with you again this year as we strive to provide stellar service and resources to help your LEPC/D be successful.



Submit completed CEPF Compliance Certification Packages by:

**May 15, 2015**

**MISSOURI EMERGENCY RESPONSE COMMISSION (MERC)**

PO Box 3133, 2302 Militia Dr  
Jefferson City, MO 65102

**Certifications**

Submission Date:  
MERC Planner Name:

LEPC/D Name: **Boone County LEPC**

County Name(s):	Boone
CEPF Certification Year(s):	2015-2016
Primary Contact Name:	Doug Westhoff

Signatures certify that the application is true and correct to the best of our knowledge, that the county and LEPC/D intends to maintain/pursue compliance with applicable laws, and agrees to spend the CEPF money consistent with applicable laws.

Doug Westhoff  
LEPC/D Chair Name (Typed)

*[Signature]*  
LEPC/D Chair Signature

COUNTY	COMMISSIONER NAME	SIGNATURE*
Boone	Dan Atwill, Presiding Commissioner	<i>[Signature]</i>
Boone	Karen M. Miller, District I Commissioner	<i>[Signature]</i>
Boone	Janet Thompson, District II Commissioner	<i>[Signature]</i>

\*For LEPDs, the Chief Elected Official from each member county must sign.

Are any funds from this package being used as a match for a federal grant?  Yes  No  
If yes, which grant? \_\_\_\_\_

**MERC Use Only**

Payment Request Date:	Payment for Years:
Payment Date:	Payment Amount:
Check/Transaction Number:	
Signature MERC Executive Director	Dean Martin





## Expanded Checklist

Use this page as a reference to ensure that all of the required documentation is accounted for and submitted.

PAGE	✓	SECTION & DESCRIPTION
2	<input checked="" type="checkbox"/>	<b>Certifications</b> Ensure that all applicable signatures are present and that the form is filled out in entirety
		Comment
4	<input checked="" type="checkbox"/>	<b>Contact and Meeting Information</b> Primary points of contact MUST include a minimum of 3 separate individuals
		Comment
5	<input checked="" type="checkbox"/>	<b>Documents and Activities</b> Bylaws: include copy of most recent version (verify with MERC planner) Membership List: copy included MUST be signed by the Chief Elected Official Hazmat Plan: include copy of current plan (verify with MERC planner) Flow Study: if available, include a copy (verify with MERC planner) Exercise: include copy of scenario/hot wash/ after action report (verify with MERC planner) Public Notice: include copy of most recent publication (showing newspaper header and date) Meeting Minutes: include copy from the meeting showing that the LEPC/D approved this package
		Comment
6-7	<input checked="" type="checkbox"/>	<b>Goals and Objectives</b> Set goals and objectives for LEPC/D activities for the coming year
		Comment
8	<input checked="" type="checkbox"/>	<b>Proposed Budget</b> Anticipated expenses for the coming year; outlines funds necessary to meet goals and objectives
		Comment
9	<input checked="" type="checkbox"/>	<b>End of Year Financial Report</b> Documents income and expenses for the reporting period; receipts, contracts, and/or supporting documentation MUST be included and expense category should be clearly labeled on each document
		Comment
10	<input checked="" type="checkbox"/>	<b>Status Survey</b> Provide feedback on LEPC/D successes & challenges; identify MERC resources needed
		Comment
<b>Supplemental Documents: check all that are attached. Refer to CEPF Instructions or your MERC Planner for guidance.</b>		
	<input checked="" type="checkbox"/>	<b>LEPC/D Inventory Log</b> List non-disposable items purchased with LEPC/D funds; may be a separate attachment
		Comment
	<input checked="" type="checkbox"/>	<b>Budget Amendments</b> LEPC/D-approved changes to proposed/approved budget
		Comment
	<input checked="" type="checkbox"/>	<b>Travel Log</b> Documents LEPC/D travel expenses (mileage, airfare, meals, lodging, etc.); may be a separate attachment
		Comment No travel occurred this budget cycle
	<input checked="" type="checkbox"/>	<b>LEPC/D Member List</b> Member names, affiliation, and contact information; MUST be signed by Chief Elected Official
		Comment Separate list provided.



### Contact and Meeting Information

<b>LEPC/D Name:</b>		Boone County LEPC	
<b>LEPC/D Mailing Address</b>		<b>LEPC/D Street Address</b>	
2201 I-70 Drive NW		same	
Columbia	, MO	65202	, MO
<b>Spill Notification Number</b>	573-447-5000	<b>Fax Number</b>	
<b>LEPC/D Website</b>			
<b>LEPC/D Social Media</b>			
<b>LEPC/D Meeting Information</b>			
<b>Contact Name &amp; Phone</b>	Doug Westhoff, 573-219-0679		
<b>Meeting Schedule (Days/Times)</b>	3rd Wednesday: January, April, July, and October		
<b>Location Name (Building/Agency)</b>	Rotating Locations		
<b>Street Address &amp; City</b>			

**\*required field—at least 3 SEPARATE individuals must be listed**

**\*LEPC/D Coordinator**

**\*LEPC/D Chairperson**

<b>Name</b>	Doug Westhoff	Doug Westhoff
<b>Affiliation</b>	Boone County Fire District	Boone County Fire District
<b>Email</b>	dwesthoff@bcfdmo.com	dwesthoff@bcfdmo.com
<b>Phone 1</b>	573-447-5000 Work	573-447-5000 Work
<b>Phone 2</b>	573-219-0679 Cell	573-219-0679 Cell

**\*Chief Elected Official**

**\*Emergency Management Director**

<b>Name</b>	Dan Atwill	Scott Olsen
<b>Affiliation</b>	Boone County Presiding Commissioner	Boone County Fire Chief
<b>Email</b>	datwill@boonecountymo.org	solsen@bcfdmo.com
<b>Phone 1</b>	573-886-4305 Work	573-447-5000 Work
<b>Phone 2</b>	Cell	Cell

**Position**

**Vice Chair**

**Secretary/Treasurer**

<b>Name</b>	John Wulff	Roxanne Lambert
<b>Affiliation</b>	City of Columbia	Gates Corporation
<b>Email</b>	jbwulff@gocolumbiamo.com	roxanne.lambert@gates.com
<b>Phone 1</b>	573-441-5517 Work	573-817-8278 Work
<b>Phone 2</b>	Cell	573-356-1244 Cell



**Documents and Activities**

All of these documents are required to be on file with MERC; however, in order to avoid unnecessary duplication, you should contact your assigned MERC planner to determine which documents need to be submitted with this package.

LEPC/D Documents	Bylaws	Member List	Hazmat Plan	Meeting Minutes
Date	6/30/2010	2015	N/A	4/29/2015
Reviewed	N/A	June 2015	April 2013	n/a
Last Updated	6/30/2010	June 2015	April 2013	n/a
On File with MERC?	Attached	Attached	Yes	Attached

**Public Notice**

Newspaper(s)	Columbia Daily Tribune			
Date(s) Run	March 11, 2015	Copy on file with MERC?	Attached	

**Hazmat Exercise**

Last Exercise Date:	July 14, 2015	Exercise Type:	Tabletop	
Sponsor/ Lead Agency:	Boone County LEPC/Midway USA			
Type of documentation on file with MERC:	Other			
Scenario:	Event requiring coordination of Midway USA company resources and Boone County response resources			
Next Exercise Date:		Exercise Type:	Unknown	
Sponsor/ Lead Agency:	Boone County LEPC			
Type of documentation on file with MERC:	None			
Scenario:				

**Hazmat Commodity Flow Study**

Last Flow Study Date		Copy on file with MERC?	Attached	
Description/ Comment	Submitted email to Mimi Diaz on 7/12/2012			
Next Anticipated Flow Study Date		Late summer 2015		
Description/ Comment	Pursuing project with Univ. of Missouri. Proof of Concept Project underway. Documents attached			



## Goals and Objectives

Based on the list of activities eligible for funding through CEPF (RsMO 292.606.5), describe the LEPC/Ds goals and objectives for the coming year. The goals and objectives listed in this section are examples, and are not an all-inclusive list. Select the applicable objectives, and write in any additional goals and/or objectives the LEPC/D is planning on completing during this budget cycle. A separate goals and objectives document may be completed in lieu of this section.

LEPC/D Goals and Objectives	
<b>Goal: Conduct regular LEPC meetings throughout the year</b>	
Objectives:	
<input checked="" type="checkbox"/> Develop and adhere to a predictable meeting schedule (poll LEPC/D members to determine optimum days and times) <input type="checkbox"/> Provide a meal for those attending LEPC/D meetings <input checked="" type="checkbox"/> Develop or utilize a meeting notification list to disseminate agendas, minutes, and other materials <input type="checkbox"/> Other: <input style="width: 700px; height: 20px;" type="text"/>	
<b>Goal: Build LEPC/D membership that meets EPCRA requirements</b>	
Objectives:	
<input checked="" type="checkbox"/> Identify and appoint LEPC/D Coordinator and members, as applicable <input checked="" type="checkbox"/> Elect executive members (Chair, Vice Chair, Secretary, Treasurer, etc.), as applicable <input checked="" type="checkbox"/> Review current member list and identify inactive members or unrepresented disciplines <input checked="" type="checkbox"/> Establish communication with unrepresented disciplines and invite them to join the LEPC/D <input checked="" type="checkbox"/> Verify that reporting facilities are included in the LEPC/D meeting notification list <input checked="" type="checkbox"/> Gather complete contact information for each member (name, affiliation, email, phone, discipline) <input checked="" type="checkbox"/> Create or update digital member list (PDF, Word, Excel) and provide to MERC Planner <input checked="" type="checkbox"/> Submit hard copy of member list, with original signature(s) of Chief Elected Official (s), with next CEPF package <input type="checkbox"/> Other: <input style="width: 700px; height: 20px;" type="text"/>	
<b>Goal: Ensure fiscal accountability</b>	
Objectives:	
<input type="checkbox"/> Develop and/or implement primary and backup systems to track expenses and income <input checked="" type="checkbox"/> Maintain financial documentation (receipts, contracts, warrants, etc.) <input checked="" type="checkbox"/> Provide regular financial reports to the LEPC/D and MERC <input checked="" type="checkbox"/> Ensure that the LEPC/D votes to approve expenses and adheres to the (approved) Proposed Budget (CEPF) <input type="checkbox"/> Other: <input style="width: 700px; height: 20px;" type="text"/>	
<b>Goal: Review, update, and distribute hazmat plan</b>	
Objectives:	
<input checked="" type="checkbox"/> Review current hazmat plan with MERC Planner and/or LEPC/D <input type="checkbox"/> Convert hazmat plan (Annex H) to stand-alone plan (MERC template), if applicable <input checked="" type="checkbox"/> Appoint members to a Planning Subcommittee (responsible for coordinating plan updates) <input checked="" type="checkbox"/> Identify portions of the plan to be updated and coordinate with MERC Planner to incorporate revisions <input checked="" type="checkbox"/> Participate in regional hazmat planning efforts and incorporate relevant/new info into the hazmat plan <input type="checkbox"/> Distribute updated hazmat plan to LEPC/D members <input checked="" type="checkbox"/> Submit the updated digital plan to MERC Planner upon completion, and with next CEPF package <input type="checkbox"/> Other: <input style="width: 700px; height: 20px;" type="text"/>	



### LEPC/D Goals and Objectives

**Goal:** Submit current/revised/updated LEPC bylaws with next CEPF package

**Objectives:**

- Recruit Bylaw Subcommittee, if necessary or appropriate
- Examine bylaws to determine applicability, feasibility, relevance, and compliance with EPCRA
- Formally adopt and sign the new or updated bylaws
- Submit the digital copy to MERC Planner; submit the signed hard copy with next CEPF package
- Other:

**Goal:** Exercise the hazmat plan

**Objectives:**

- Appoint members to an Exercise Subcommittee (responsible for planning the exercise(s))
- Coordinate with MERC Planner (as necessary) to provide guidance and resources
- Determine goals and objectives for the exercise (including portions of the hazmat plan being tested)
- Determine the exercise type and (if necessary) sequence (e.g., tabletop followed by functional or full scale exercise)
- Develop hazmat scenario with input from industry and other subject matter experts; request necessary resources
- Encourage full LEPC participation (whether as player, observer, or evaluator) in the exercise
- Conduct at least a tabletop exercise (to meet EPCRA requirement for LEPC/D exercise)
- Complete an after action review (hot wash) to document the exercise (scenario, participants, outcome)
- Track successes and lessons learned, and deploy appropriate corrective measures for areas that need strengthening
- Other:

**Goal:** Assess hazmat training needs through next two (2) years

**Objectives:**

- Identify current hazmat training levels and determine training needs for next two (2) years
- Outline logistical needs for training (e.g., evenings, weekends, multiple classes, time of year, minimum attendance)
- Prioritize necessary/ desired training and submit the current HMEP Training Request Form (as available)
- Coordinate with MERC and other entities as appropriate to schedule, promote, and deliver hazmat training
- Other:

**Goal:** Publish annual public notice, in accordance with EPCRA

**Objectives:**

- Research local coverage to determine which newspaper(s) are needed to cover the entire LEPC/D jurisdiction
- Publish notice in newspaper(s) that describes the process by which hazmat plans and Tier II reports may be viewed
- Maintain documentation of the annual public notice with LEPC/D records (newspaper clippings, publisher's affidavit)
- Other:

**Goal:** Ensure public availability of Tier II forms and hazmat plan, in accordance with EPCRA

**Objectives:**

- If necessary, obtain access to MERC's online Tier II database (contact your MERC Planner for details)
- As Tier II reports are received, cross-reference them with the online database and local fire districts
- Notify MERC of differences in reporting status (e.g., filed with LEPC/D, but not MERC; filed last year but not this year)
- Maintain catalog and/or database of filed Tier II reports for inclusion in the hazmat plan
- Develop/update and implement procedures for making the Tier II reports and hazmat plan publicly available
- Other:



### Proposed Budget

Use the "Tab" or "Enter" button after entering data so the form will calculate. The proposed budget MUST reflect the costs for activities identified in Goals and Objectives section.

Budget Year Start Date	Budget Year End Date	
Beginning Balance		\$32,403.17
Estimated Income		\$7,800.00
CEPF	\$7,800.00	
Other		
<b>Total Estimated Funds Available</b>		<b>\$40,203.17</b>

Expense Category	Cost-Share Amount*	LEPC/D Amount
<b>Administrative (costs associated with operating the LEPC/D)</b>		<b>\$1,760.00</b>
Contract Labor		
Postage		\$30.00
Printing		\$30.00
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		
Public Notice		\$200.00
LEPC/D Meetings (publication, meals, etc.)		\$1,500.00
Other	List Attached	
<b>Projects (costs associated with LEPC/D activities)</b>		<b>\$20,900.00</b>
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		\$20,900.00
Other	List Attached	
<b>Hazmat Training &amp; Exercise</b>		<b>\$7,250.00</b>
Course and Instructor Fees		\$3,500.00
Materials and Supplies		\$2,000.00
Equipment (attach list)		
Conference/Symposia Registration		\$1,750.00
Other	List Attached	
<b>Travel (includes mileage, airfare, parking, etc.)</b>		<b>\$4,250.00</b>
Transportation, Meals, and Lodging		\$4,250.00
<b>Other (any expenses that don't fit into the above categories)</b>		
(Specify)	List Attached	
<b>Total Estimated Expenses</b>		<b>\$34,160.00</b>
<b>Reserves (Unallocated Funds)</b>		
<b>End Balance</b>		<b>\$6,043.17</b>

\*Cost-share is listed here primarily for convenience. Anything in this column will NOT calculate.

  
 LEPC/D Chair Signature

4 AUG 2015  
 Date



# End of Year Financial Report

Use the "Tab" or "Enter" button after entering data so the form can calculate. Expense and income documentation MUST be submitted (preferably labeled with the appropriate category).

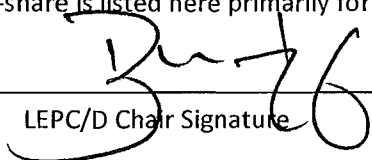
<b>Budget Year Start Date</b>	07/01/2014	<b>Budget Year End Date</b>	06/30/2015
<b>Beginning Balance</b>			\$30,135.00
<b>Actual Income</b>			\$8,077.11
CEPF	\$7,999.15		
Other	\$77.96		
<b>Total Actual Funds Available</b>			\$38,212.11

Expense Category	Cost-Share Amount*	LEPC/D Amount
<b>Administrative (costs associated with operating the LEPC/D)</b>		\$258.94
Contract Labor		
Postage		
Printing		
Phone/Fax/Internet		
Office Supplies and Equipment		
Computer/Electronic Equipment		\$119.98
Public Notice		\$138.96
LEPC/D Meetings (publication, meals, etc.)		
Other	List Attached	
<b>Projects (costs associated with LEPC/D activities)</b>		
Hazmat Plan Distribution		
Hazard Communication		
Facility Review and ID		
Hazmat Flow Study		
Other	List Attached	
<b>Hazmat Training &amp; Exercise</b>		\$5,550.00
Course and Instructor Fees		\$2,800.00
Materials and Supplies		
Equipment (attach list)		
Conference/Symposia Registration		\$2,750.00
Other	List Attached	
<b>Travel (includes mileage, airfare, parking, etc.)</b>		
Transportation, Meals, and Lodging		
<b>Other (any expenses that don't fit into the above categories)</b>		
(Specify)	List Attached	
<b>Total Actual Expenses</b>		\$5,808.94
<b>Reserves (Unallocated Funds)</b>		
<b>End Balance</b>		\$32,403.17

\*Cost-share is listed here primarily for convenience. Anything in this column will NOT calculate.

LEPC/D Chair Signature

Date



4 AUG 2015



## Status Survey

Help us help you—MERC will use the information you provide on this page to identify and prioritize services and resources for your LEPC/D and those across the region, and we would like to share your success stories with others. Be as brief or as detailed as you have the time and inclination to be.

### MERC Planner Resource Request

What assistance, resources, or services do you need that we could provide? Check all that apply. Use the space below the checkboxes if there's something you need that's not on the list.

- |   |  |
|---|--|
| <input type="checkbox"/> LEPC/D 101: Initial or Refresher                     | <input checked="" type="checkbox"/> Hazmat plan review, update, or conversion  |
| <input type="checkbox"/> LEPC/D revitalization                                | <input type="checkbox"/> Training needs assessment                             |
| <input type="checkbox"/> Identifying, setting, & meeting goals and objectives | <input type="checkbox"/> Hazmat exercise: scenario & schedule                  |
| <input type="checkbox"/> Finances: tracking, planning, and spending funds     | <input checked="" type="checkbox"/> Hazard analysis: flow studies & facilities |
| <input type="checkbox"/> Bylaws: develop, review, or update                   | <input type="checkbox"/> Membership: review, identify, update, & manage        |
| <input type="checkbox"/> Document processing, data management                 | <input type="checkbox"/> Accessing Tier II reports, handling info requests     |
| <input type="checkbox"/> Other request(s):                                    |  |

### LEPC/D Strengths and Success Stories

What was the biggest challenge your LEPC/D overcame this year? Or an accomplishment of which you are particularly proud? What do you consider to be your LEPC/D's greatest strengths or the top 2-3 factors that contribute to LEPC/D success? Tell us about your LEPC/D's unique qualities and activities. What best practice tips do you have to share with other Missouri LEPC/Ds?

Boone County LEPC Membership is comprised of a variety of public and private entities and private citizens. The members support training, exercises, and planning activities.

### LEPC/D Challenges

What ongoing or upcoming challenges are facing the LEPC/D, and what impacts do they have? How long are these difficulties anticipated to last? What, if any, solutions are available and feasible? How does the LEPC/D plan on overcoming these obstacles? And of course, contact your MERC planner to see what assistance may be available.

Performing an updated HazMat Flow Studying. Working with Univ. of Missouri on a proof of concept project to test if a high speed camera can detect a DOT Placard on a moving vehicle. Proof of concept quote of \$900. Documentation attached.





### LEPC/D Inventory Log

Complete this form (or attach a separate inventory log that contains the same information listed here) if:

- The LEPC/D owns non-disposable, non-consumable equipment purchased with LEPC/D funds
- During this reporting year, the LEPC/D removed from service any non-disposable, non-consumable equipment purchased with LEPC/D funds

Item	Brand	Model	Serial #	Location	In-Service Date*	Out-of-Service Date*
RAELINK Communicati	RAE		095-511162	BCFD HazMat 514	6/16/2004	
PRORAE Remote Basic	RAE		293-000308	BCFD HazMat 514	6/16/2004	
RAELINK Communicati	RAE		095-511718	BCFD HazMat 514	7/2/2004	
RAPDEP 716NGPIN	Backboards			BCFD and Boone EMS	3/10/2005	
Triage Systems Arizon	Arizona			CFD-17, BCFD-19, BHC-4, U	6/17/2005	
Laptop	Dell	Latitude D830	2GC3WD1	BCFD HazMat 514	11/10/2007	
Printer	Canon	Pixma iP90v	HFKA64219	BCFD HazMat 514	Unknown	

\*In-service is usually the purchase date (or date of acquisition); out-of-service is when an item is sold, surplus, destroyed, or otherwise removed from inventory. Once an item has been designated as out of service, it will not need to be listed on future inventory logs.



### Travel Log

Boone County LEPC

If travel expenses were incurred and claimed, either:

- Complete this form
- Submit a local travel log that contains the same information listed below.

Mileage Reimbursement Rate: \_\_\_\_\_

Traveler	Date(s)	Destination & Purpose	Miles	Meals	Lodging	Other	Subtotal	LEPC/D Share*
no travel								
<b>Travel Totals</b>								

\*LEPC/D Share refers to the amount of the expense the LEPC/D is covering for each line (especially important when LEPC/D reimbursement amount is different than total cost incurred)



## Boone County LEPC Membership List 2015

**Presiding Commissioner Signature** 

**Sign Here**  

**Date**

Last Name	First Name	Organization	Address	Telephone
Asbury	Sherrie	State Farm Insurance Company	4700 S. Providence Road Columbia, MO 65217	
Atwill	Dan	Boone County Government - Commissioner	801 E. Walnut Columbia, MO 65201	573-886-4306
Bacon	Rachel	City of Columbia, Community Development, AICP Planner	701 E. Broadway Columbia, MO 65201	573-817-5006
Barth	Tracy	MFA Oil	1 Ray Young Drive Columbia, MO 65201	573-442-0171
Bone	Charles	3M Company	5400 Paris Road Columbia, MO 65202	573-886-1427
Brown	Eric	Quaker Oats	4501 Paris Road Columbia, MO 65202	573-474-5309
Burks	Adam	Midway USA	5875 Van Horn Tavern Road Columbia, MO 65203	573-424-9109
Burton	Ken	City of Columbia Police Chief	600 E. Walnut Street Columbia, MO 65201	573-874-7404
Campbell	Janis	State Farm Insurance Company	4700 S. Providence Road Columbia, MO 65217	573-499-2131

<b>Last Name</b>	<b>First Name</b>	<b>Organization</b>	<b>Address</b>	<b>Telephone</b>
Carey	Dwayne	Boone County Sheriff Department	2121 County Drive Columbia, MO 65202	573-875-1111
Carr	Marc	Boone Hospital Center Ambulance Service	1600 E. Broadway Columbia, MO 65201	573-815-3877
Coleman	Tony	Stephens College	1200 E. Broadway Columbia, MO 65201	573-876-7202
Crawford	Jack	University of Missouri EH&S	#8 Research Park Dev. Bldg. Columbia, MO 65211	573-882-0931
Davis	Dan	ABC Labs	4780 Discovery Drive Columbia, MO 65201	573-777-6245
Evans	Eric	University of Missouri EH&S, Director	#8 Research Park Dev. Bldg. Columbia, MO 65211	573-882-0931
Hamner	Jay	University of Missouri Healthcare Ambulance Service	1 Hospital Drive Columbia, MO 65212	573-303-1429
Harline	Matt	City of Centralia	114 S. Rollins Street Centralia, MO 65240	573-682-2139
Hogan	Karen	State Farm Insurance Company	4700 S. Providence Road Columbia, MO 65217	573-499-2131
Huck	Randy	University of Missouri Healthcare	1 Hospital Drive Columbia, MO 65211	573-882-8783
Hudson	Matt	Columbia Fire Department	201 Orr Street Columbia, MO 65201	660-672-9828

<b>Last Name</b>	<b>First Name</b>	<b>Organization</b>	<b>Address</b>	<b>Telephone</b>
Johanningmeier	Christian	Columbia Waste & Light/Colt RR	310 E. Walnut Columbia, MO 65202	573-874-7325
Kennaley	Misty	Quaker Oats	4501 Paris Road Columbia, MO 65202	573-474-5309
Kirkpatrick	Marc	Columbia/Boone County Emergency Management	17 North 7th Street Columbia, MO 65205	573-874-7400
Lambert	Roxanne	Gates Corporation	3015 LeMone Industrial Blvd Columbia, MO 65201	573-817-8278
Mahoney	Alan	MFA Agri Business	6510 Birch Street Hallsville, MO 65255	573-449-0009
Matthes	Mike	City of Columbia - City Manager	701 E. Broadway - 5th flr Daniel Boone Bldg Columbia, MO 65205	573-442-8828
Mertensmeyer	Roger	Southern Boone County Fire District	208 South Henry Clay Blvd. Ashland, MO 65010	573-657-2370
Murray	Kay	Boone County Government - Treasurer	801 E. Walnut Columbia, MO 65202	573-886-4365
Olsen	Scott	Boone County Fire Protection District/Emergency Management Director	2201 I-70 Drive NW Columbia, MO 65202	573-447-5000
Rainy	Sarah	Columbia/Boone County Health Department	1005 W. Worley Columbia, MO 65201	573-874-7346

<b>Last Name</b>	<b>First Name</b>	<b>Organization</b>	<b>Address</b>	<b>Telephone</b>
Reddin	Tom	Boone County Sheriff Department	2121 County Drive Columbia, MO 65202	573-875-1111
Rusch	Denny	Centralia Fire Department	114 S. Rollins Centralia, MO 65240	573-682-2131
Schulte	Rick	3M Company	5400 Paris Road Columbia, MO 65202	573-886-1427
Springer	Tim	Boone Electric Cooperative	1413 Rangeline Columbia, MO 65201	573-449-4181
Stanek	Eric	Kraft Foods	4600 Waco Road Columbia, MO 65202	573-814-4220
Turner	Darrick	Missouri Department of Natural Resources - Environmental Emergency Response	P O Box 176 Jefferson City, MO 65102	573-644-3227
Westhoff	Doug	Missouri Task Force 1	2201 I-70 Drive NW Columbia, MO 65202	573-447-5000
White	John	Columbia Public Schools - Hickman High School	1104 N. Providence Road Columbia, MO 65203	573-214-3013
Wulff	John	City of Columbia Water and Light	701 E. Broadway Columbia, MO 65201	573-441-5517
Yonke	Thad	Boone County Planning & Building Inspection	801 E. Walnut Columbia, MO 65201	573-886-4337

**Boone County  
Local Emergency Planning Committee  
Meeting Minutes  
July 15, 2015**

The Boone County Local Emergency Planning Committee met at 1:30 p.m. on July 15, 2015 at the Boone County Fire District Headquarters. The attendees were: John Wulff, City of Columbia Water & Light, LEPC Vice-Chair; Doug Westhoff, Boone County Fire District, LEPC Chair; Adam Burks, Midway USA; Matt Harline; City of Centralia; Jim Bullard, Southern Boone County Fire District; Andy Stivers, MO DNR Environmental Emergency Response; Don Kinkhorst, MO DNR Environmental Emergency Response; Ethan Musick, MO DNR Environmental Emergency Response; Matt Hudson, Columbia Fire Department; Misty Reynolds, Boone County Office of Emergency Management; Al Hopkins, Kraft Foods; John White, Columbia Public Schools; David Gibson, University of Missouri Ambulance Service; and Roxanne Lambert, LEPC Secretary, Gates Corp.

Doug Westhoff called the meeting to order. Introductions were made.

Doug called for the approval of the April 22, 2015 minutes. Two corrections were noted. Matt Harline moved to accept the minutes with corrections. Adam Burks seconded. The and the motion passed.

The treasurer's report from July 2014 to current was presented. The report was accepted as stated.

**Old Business**

Doug Westhoff and Adam Burks described the Tabletop exercise that took place on July 14, 2015. The scenario was a tornado that damaged some buildings storing gun powder causing a fire. Adam stated that Midway USA used the exercise to test its Incident Contingency Plan. Doug said that the tabletop documents would be useful to any business to do the same.

The status of contracting with the University of Missouri to perform a Hazardous Material Flow Study was shared by Doug. The University has high speed cameras and software that can read license plates on moving vehicles. Graduate students would modify the software to read DOT Placards and 4-digit Identification Numbers. The quotes presented at the previous quarterly meeting were reviewed again. Doug described the Proof of Concept project of a couple hours data collection to verify the cameras and software can capture the required data. The cost is \$900 and is included in the 2015-2016 budget cycle in the CEPF Grant application under New Business.

**New Business**

Roxanne reviewed the proposed budget included in the CEPF Grant application. More discussion occurred on the Hazardous Material Flow Study in the budget. Doug shared that he will work with the MERC to pursue other funds. John White suggested we partner with the neighboring county of the location of the data collection since they will receive benefit of the data. Matt Harline moved to accept the budget and the CEPF Grant application. Adam Burks seconded and the motion passed.

Doug shared the training schedule for both HazMat IQ and a Hazwoper Technician course: HazMat IQ is scheduled for August 1, 2015, 8:00 am to 5:00 pm at the Southern Boone County Fire Protection District Training Center. Hazwoper Technician is scheduled for August 3 through 7, and August 10 through 14, 2015 at the Boone County Fire Training Center, each day from 8:00 am to 5:00 pm. Registration for both is on the SEMA Training website.

Matt Harline reported on the Rail Incident Training by SEMA in Sedalia, MO on May 13, 2015 that he attended with Denny Rusch, Centralia Fire Chief.

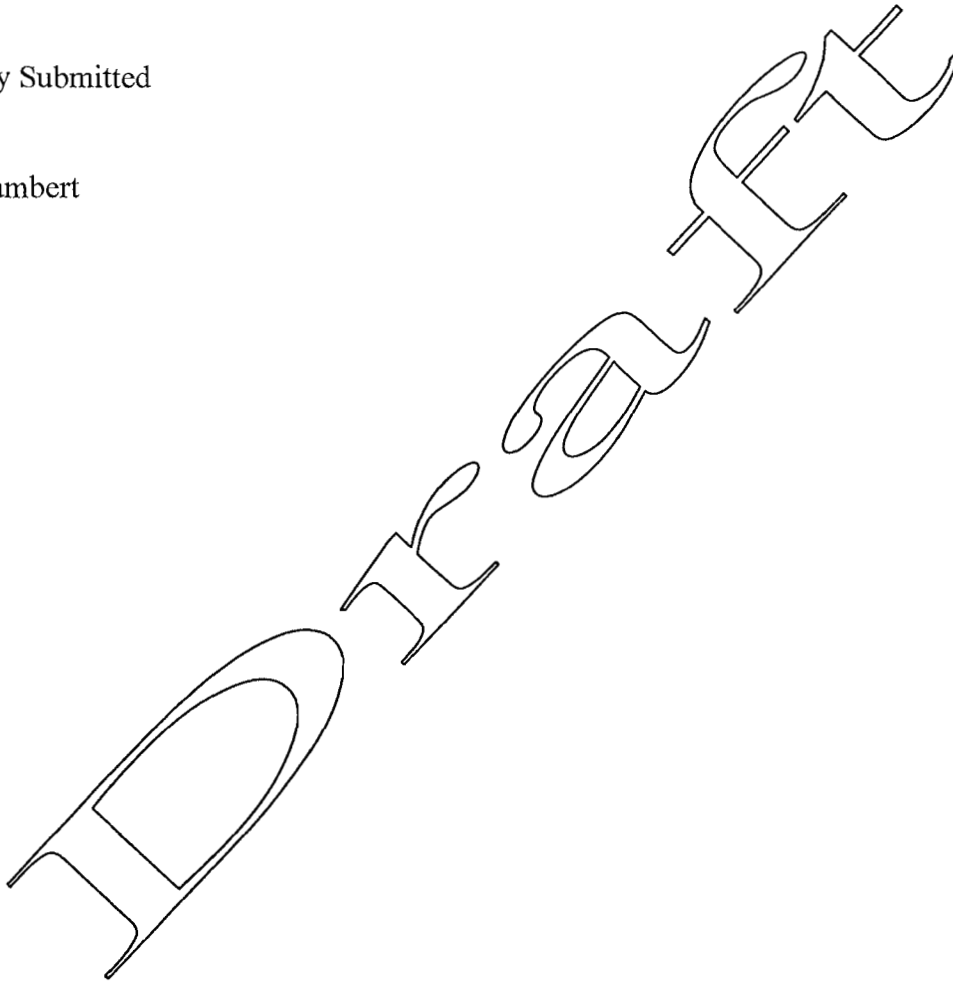
**Announcements**

The next LEPC meeting will be on October 21, 2015 at 1:30 p.m. at the Boone County Fire District Headquarters.

With no other business for the LEPC, the meeting was adjourned.

Respectfully Submitted

Roxanne Lambert







**NICOLE GALLOWAY, CPA**  
**BOONE COUNTY TREASURER**

**LEPC Statement of Revenues & Expenses**  
**(07/01/14 through 6/30/15)**

<u>DATE</u>	<u>RECEIVED FROM</u>	<u>CEPF AMOUNT</u>
7/1/2014	Beginning Balance	\$ 30,135.00
1/16/2015	State of Missouri - FY14 Grant Rec'd	\$ 7,999.15
8/31/2014	Interest (Jul'14 - Aug'14)	\$ 15.23
11/30/2014	Interest (Sept'14 - Nov'14)	\$ 15.43
2/28/2015	Interest (Dec'14 - Feb'15)	\$ 12.09
2/28/2015	Interest (Feb'15 - May'15)	\$ 35.21
<b>TOTAL TO DATE:</b>		<b><u>\$ 38,212.11</u></b>

<u>DATE</u>	<u>EXPENSE</u>	<u>CEPF AMOUNT</u>
12/4/2014	Boone County Fire District - Two 1TB External Hard Drives	\$ 119.98
4/17/2015	Columbia Daily Tribune - Notices and Advertising	\$ 138.96
4/30/2015	Registration - HazMat Conference; Chicago, IL	\$ 2,750.00
5/28/2015	Emergency Operational Solution - HAZWOPER Training	\$ 2,800.00
<b>TOTAL TO DATE:</b>		<b><u>\$ 5,808.94</u></b>

**Remaining Fund Balance** **\$ 32,403.17**

BOONE COUNTY GOVERNMENT CENTER  
801 EAST WALNUT STREET, ROOM 205  
COLUMBIA, MISSOURI 65201  
(573) 886-4365  
FAX (573) 886-4369  
TREASURER@BOONECOUNTYMO.ORG  
WWW.SHOWMEBOONE.COM/TREASURER

7/13/2015

# **Boone County Local Emergency Planning Committee Bylaws**

## **Article I - Scope**

Section 1. NAME OF THE COMMITTEE: The name of the committee shall be the "Boone County Local Emergency Planning Committee" (Boone County LEPC).

Section 2. LEGAL STATUS AND AUTHORITY: The Boone County LEPC shall operate under the legal authority of the provisions of Public Law 99-499: Superfund Amendments and Reauthorization Act (SARA Title III), Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et. seq. under the auspices of the Boone County Commission as a governmental entity pursuant to and in strict accordance with all applicable laws, regulations, guidelines and ordinances.

Section 3. MISSION: The primary mission of the LEPC is to be an effective community network for planning for emergency management of incidents involving spills or releases of hazardous materials. In accordance with its tasking, the Committee:

3.1 Develops, trains, exercises, and revises as necessary a comprehensive emergency response plan for chemical emergencies within Boone County.

3.2 Evaluates the need for resources to develop, implement, and exercise the plan.

3.3 As appropriate, recommends resources and the means for providing additional resources.

3.4 Provides for public participation and information, including, but not limited to public inquires on the regulated materials and industry and the Boone County LEPC's activities.

3.5 Establishes and recommends procedures for receiving reports from the regulated community.

Section 3. MAILING ADDRESS AND TELEPHONE NUMBER: The official mailing address and telephone number of the committee for the planning effort shall be:

Boone County Local Emergency Planning Committee  
201 Orr St.  
Columbia, MO 65202  
Telephone: (573) 874-7391

## **Article II - Membership**

Section 1. MEMBERS: As required by Public Law 99-499: Superfund Amendments and Reauthorization Act (SARA Title III), Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001, the members of the Committee shall consist of two (2) representatives from each of the following group(s) and six (6) at large:

- (a) Elected State and Local Officials
- (b) Law Enforcement
- (c) Emergency Management (Civil Defense)
- (d) Fire Service (Firefighting)
- (e) Emergency Medical (First Aid)
- (f) Health
- (g) Local Environmental
- (h) Hospital

## **Boone County Local Emergency Planning Committee Bylaws**

- (i) Transportation
- (j) Media (Broadcast and Print Media)
- (k) Community Groups
- (l) Owners and Operators of Facilities Subject to the Requirements of this chapter.

All members must be approved and appointed by the LEPC and approved by the State Emergency Response Commission (MERC).

Each organization represented shall have one vote to cast on any motions or actions before the committee.

Section 2. TERM OF MEMBERSHIP. All members shall serve a two (2) year term from the date of appointment by the LEPC and the MERC and may be reappointed for successive terms. Polling of the membership concerning tenure and review of appointments shall take place during the Annual Meeting.

Section 3. ATTENDANCE AT MEETINGS. All members are required to attend at least fifty percent (50%) of all meetings of the committee held in any twelve (12) month period unless excused for cause by the Chairperson. A Committee Member will be excused from a meeting for good cause upon notification to the Chairperson or Vice Chairperson.

Section 4. AT LARGE MEMBERS: At large members are required to attend at least fifty percent (50%) of all meetings of the committee held in any twelve (12) month period unless excused for cause by the Chairperson. A Committee Member will be excused from a meeting for good cause upon notification to the Chairperson or Vice chairperson. At large members will have all the same voting privileges as members.

Section 5. FILLING VACANCIES AND ADDING NEW MEMBERS. Should vacancies occur on the Committee, they may be filled by persons recommended to the LEPC for approval and then forwarded to the MERC. Vacancies, which occur on the Committee, do not have to be filled unless, because of the vacancy, the Committee will no longer meet any relevant local, state or federal requirements. Should it be deemed necessary to add new members to the Committee, the procedure shall be the same as for filling vacancies.

### **Article III – Officers**

Section 1. OFFICERS. The Committee shall elect from its members a Chairperson, a Vice Chairperson and a Secretary. The officers shall be elected at the first regular meeting of each calendar year at which a quorum is present, and shall serve for a term of two years. The Chairperson will be elected at the first meeting on even numbered years and the Vice Chairperson will be elected at the first meeting on odd numbered years, the Secretary will be elected at the first meeting on even numbered years. In the event of an officer's resignation prior to the end of the officer's term, a new officer shall be elected at the next meeting of the Committee at which a quorum is present, and shall serve out the remainder of the resigning officer's term.

## **Boone County Local Emergency Planning Committee Bylaws**

Section 2. CHAIRPERSON. The Chairperson shall preside at all meetings of the Committee, be responsible for preserving order and decorum, and submit recommendations and information as he or she may consider proper concerning the business, affairs and policies of the Committee. Except as otherwise authorized by these bylaws or by resolution, the authority to sign all official documents of the Committee shall reside with the Chairman. The Chairperson shall establish or authorize the Vice Chairperson to establish any fees collected by the Committee. The Chairperson shall also ensure that an agenda of each Committee meeting is sent to all members of the Committee.

The Secretary shall establish a mailing list of all members, record or transcribe the minutes of all LEPC meetings, and send out notices. The Secretary shall also ensure that an agenda of each LEPC meeting is provided to the members prior to each meeting.

### **Article IV - Meetings**

Section 1. MEETINGS. Meetings of the LEPC shall be conducted quarterly in January, April, July and October. The July meeting shall discuss the next fiscal year funding cycle and LEPC funding needs.

Section 2. REGULAR MEETINGS. Regular meetings of the Committee shall be held at least twice per year and shall be scheduled by the Chairperson. A written notice of the meeting may also be mailed or delivered with the agenda for the meeting. The news media shall be informed of meeting date, times, and locations. A written notice of the meeting and an agenda shall be provided at least seven (7) days in advance of the meeting to all Committee Members by either email, mailing or delivering a written notice to the address provided by the member to the Committee.

Section 3. SPECIAL MEETINGS. The Chairperson of the Committee may, when it is deemed expedient, and shall, upon written request of at least two (2) members of the Committee call a special meeting of the Committee for the purpose of transacting any business of the Committee. The purpose of the meeting shall be set forth in the call of the meeting and the call of the meeting may be mailed or delivered to each Committee Member at least five (5) business days prior to such meeting. At the special meeting no business shall be considered other than as designated in the call, however, if a quorum of the members of the Committee are present at a special meeting, any item of business may be transacted if the members of the Committee present vote unanimously to transact said business. A special meeting shall be held within thirty (30) days following a Level III incident in Boone County, and the agenda shall include a review of said incident.

Section 4. AGENDA FOR COMMITTEE MEETINGS. An Agenda of each Committee Meeting shall be mailed or delivered to each Committee Member prior to each Committee Meeting, unless a vote is taken in accordance with Article V, Section 9 to eliminate this requirement. Should this requirement be eliminated, it can be reinstated by a vote of the Committee in accordance with Article V, Section 9. The Agenda for the next meeting shall be mailed or delivered to each person or entity whose name and address are found on the mailing list of Committee Members to whom notice is required. The mailing list to which notice is

## **Boone County Local Emergency Planning Committee Bylaws**

required shall be maintained for the Committee and updated as needed by the Secretary.

Section 6. ORDER OF BUSINESS. At meetings of the Committee the following shall be the order of business:

1. Roll Call
2. Approval of minutes of the previous meeting
3. Communications and/or Treasurers Report
4. Reports of Subcommittees
5. Presentations by members of the public
6. Old Business
7. New Business
8. Announcements
9. Adjournment

Section 7. MANNER OF CONDUCTING MEETINGS. No standard rules of procedure shall be required unless adopted by the Committee in accordance with Article V, Section 9. The meeting shall be conducted with order and decorum. The Committee shall follow the procedure determined appropriate by the Chairperson of the Committee which may include the following:

1. No person shall speak unless first recognized by the chairperson.
2. Debate on a matter shall be closed by a motion and second to bring the matter to a vote.
3. Any member of the Committee may make or second a motion.

Section 8. SUMMARIES OF COMMITTEE MEETINGS. Accurate summaries of all of the meetings of the Committee shall be taken and maintained by the Secretary. Accurate summaries shall include, but not limited to, a record of all votes of the Committee, a record of attendance at Committee Meetings and a summary of Committee discussions. The summaries of each meeting shall be distributed to each Committee Member at least fifteen (15) days prior to the next meeting.

Section 9. QUORUM. The Powers of the Committee shall be vested in the Committee. Thirty percent (30%) of the total membership of the Committee shall constitute a quorum for the purpose of opening a Committee Meeting. At a meeting action may be taken pursuant to an affirmative vote of the majority of all those present, unless a majority of those present is less than the number required for a quorum. A minimum of thirty percent (30%) of all Committee Members must vote affirmative for action to be taken.

Section 10. MANNER OF VOTING. The voting on all questions coming before the Committee shall be a "yea" or "nay", or by a show of hands, unless action is taken for a roll call vote on a particular matter. If a roll call is approved, the "yeas" and "nays" shall be recorded in the minutes of such meeting.

## **Boone County Local Emergency Planning Committee Bylaws**

Section 11. PARTICIPATION BY MEMBERS OF THE PUBLIC. Members of the public are encouraged to attend all regular, special and annual meetings at the Committee. An opportunity will be provided at each meeting for members of the public to address the Committee on matters related to local hazardous material or other emergency preparedness. A member of the public who desired to address the Committee may mail a written notice of intent to appear to the chairperson at the address found in Article I, Section 3, and then sign in with the Vice Chairperson at the time and place of the meeting before the meeting begins. Members of the public who appear at the meeting and wish to address the Committee will be allowed to do so without prior written notice of intent to appear, however, they will be required to wait until after any members of the public who have provided written notice have spoken. Members of the public are also encouraged to provide written opinions and information to the Committee at the address found in Article I, Section 3. Members of the public include, but are not limited to, citizens, industry representatives, expert witnesses and government entity representatives.

### **Article V - Administration**

Section 1. ANNUAL BUDGET. An annual budget shall be adopted and approved by the Committee.

Section 2. MONIES AND APPROPRIATIONS. The Boone County Commission may receive and disburse public and private funds for the purpose of implementing the Emergency Planning and Community Right-To-Know Act of 1986, and other local, state or federal legislation pertaining to emergency planning, in the plan service area of Boone County. Such monies shall be deposited and managed in accordance with standard procedures of the Office of Emergency Preparedness of Boone County and the Office of the Treasurer of Boone County, established by ordinance by the Boone County Commission. All disbursements require prior authorization by the Presiding Commissioner or the Emergency Management Director by category or specific item. Periodic financial reports will be made to the Committee as required by law or requested by the Committee or Committee Chairperson.

Section 3. FEES. Reasonable fees may be collected for information provided or services rendered by the Committee. The fees collected shall be as established or recommended by local, state or federal law, regulation, guideline or ordinance. In the absence of a recommended or required fee, the fee shall be determined by the Emergency Management Director based on the cost of provided service or data.

### **Article VI. - Amendments**

Section 1. AMENDMENTS TO BYLAWS. The bylaws of the Committee may be amended by an affirmative vote of three fourths (3/4) of voting members present if quorum is achieved. No vote shall be taken to amend the bylaws until the proposed amendment has been reduced to writing and distributed with the agenda for the meeting at which the amendment is to be voted on.

Section 2. FILING OF BYLAWS AND AMENDMENTS. A copy of the bylaws and any amendments to the bylaws shall be provided to the parent organization, the Boone County

**Boone County Local Emergency Planning Committee  
Bylaws**

Commission, and are subject to the acceptance and approval of that body. The Boone County Commission may provide copies to any public entity or private citizen upon request and any required fee.

**AMENDED BY-LAWS ADOPTED BY THE:**

**BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE,  
THIS 30TH DAY OF JUNE, 2010.**

\_\_\_\_\_  
Terry Cassil, LEPC Chairperson

\_\_\_\_\_  
Doug Westhoff, Vice Chairperson

\_\_\_\_\_  
Ken Pearson  
Presiding Commissioner

\_\_\_\_\_  
Karen Miller  
Commissioner

\_\_\_\_\_  
Skip Elkin  
Commissioner

# UNIVERSITY *of* MISSOURI

OFFICE OF RESEARCH

SPONSORED PROGRAMS ADMINISTRATION

June 29, 2015

Doug Westhoff, Chair  
Boone County Local Emergency Planning Commission

Dear Mr. Westhoff,

The Curators of The University of Missouri endorses Mr. Henry Brown's efforts, should the project titled *Boone County HAZMAT Study (Proof of Concept)* be funded.

The funding amount proposed is \$900 and the period of performance proposed is 6-1-2015 to 10-31-2015.

Toward that end, The University offers the following information and assurances:

*Legal Name: The Curators of the University of Missouri*  
*Congressional District: Fourth Congressional District of Missouri*  
*DUNS Number: 153890272*  
*Federally Negotiated F&A Rate: 53.5% MTDC*  
*Conflict-of-Interest Policy: [http://research.missouri.edu/compliance/conflict\\_of\\_interest/policy](http://research.missouri.edu/compliance/conflict_of_interest/policy)*  
*FDP Member: [http://sites.nationalacademies.org/PGA/fdp/PGA\\_055518](http://sites.nationalacademies.org/PGA/fdp/PGA_055518)*

If you have questions, please contact Jeremiah Lotven, Senior Grants and Contracts Administrator, at 573-884-5059 or [lotvenj@missouri.edu](mailto:lotvenj@missouri.edu).

Sincerely,

**Karen M.  
Geren**

Digitally signed by Karen M. Geren  
DN: postalCode=65211,  
o=University of Missouri, st=MO,  
l=Columbia, c=US, cn=Karen M.  
Geren, email=gerenk@missouri.edu  
Date: 2015.06.29 16:16:14 -05'00'

Karen M. Geren, Authorized Signer, Grants & Contracts  
MU Project# 00051191



310 Jesse Hall Columbia, MO 65211 Phone: 573-882-7560 Fax: 573-884-4078 Web: <http://research.missouri.edu>  
*There's Only One Mizzou*



To: Mr. Doug Westhoff, Chair, Boone County Local Emergency Planning Commission (LEPC)

From: Henry Brown, Research Engineer, University of Missouri (MU)

May 28, 2015

***Proof of Concept for Boone County HAZMAT Study***

The Boone County Local Emergency Planning Commission (LEPC) would like to assess the types and quantities of hazardous materials that travel through Boone County on I-70. The research team in the Department of Civil and Environmental Engineering at MU has suggested that video data be collected and analyzed to estimate the hazardous material flows on I-70. If a project is undertaken, the Boone County LEPC would like for the video data to encompass a continuous 24 hour period. Before proceeding with a formal project, the LEPC would like to see a proof of concept study of the data collection plan. This document describes the general approach to the proof of concept study for the video data collection.

The proof of concept study will include sample data collection consisting of a total of approximately one hour of video data which includes one half hour of daytime video and one half hour of nighttime video. The data for the two time periods will be collected on the same day at the same location. First, a site will be selected for the video data collection. Criteria used to select a site include roadway visibility and safety of the data collection team. Potential locations could include rest areas or weigh stations to provide a safe location for the data collection team. The closest rest areas to Columbia are the Boonville rest area (mile marker 104) west of Columbia and the Wright City rest area (mile marker 198) east of Columbia. The closest weigh stations to Columbia are the Mayview weigh station (mile marker 43) west of Columbia and the Foristell weigh station (mile marker 204) east of Columbia. Due to its proximity to Columbia, the Boonville rest area is a good candidate location for the proof of concept study.

After the video data is collected, it will be processed manually to determine the number of vehicles carrying hazardous materials by cargo type. A summary of the analysis will be provided to the LEPC along with the video footage as demonstration of the proof of concept.

The anticipated date for the video data collection is July 2, 2015. The proof of concept report will be submitted by August 10, 2015.

The budget for this proof of concept study is \$900. The budget includes funding for supplies, the salary of the Principal Investigator, and hourly time for students.

SPONSORED RESEARCH CONTRACT  
THE CURATORS OF THE UNIVERSITY OF MISSOURI

This Contract by and between The Curators of the University of Missouri on behalf of the University of Missouri–Columbia with its principal offices at 310 Jesse Hall, Office of Sponsored Programs Administration, Columbia, Missouri 65211-1230 (“University”) and the Boone County Local Emergency Planning Commission (LEPC) with its principal offices at 201 Orr Street, Columbia, MO 65201 (“Sponsor”), is made under the following terms:

ARTICLE 01. STATEMENT OF WORK

The University will undertake the sponsored research project entitled “Boone County HAZMAT Study (Proof of Concept)” (the “Project”) under the direction of Henry Brown of the College of Engineering, Department of Civil/Environmental Engineering at the University of Missouri–Columbia, substantially in accordance with the proposed program and toward the goals set forth in the research proposal dated May 28, 2015 (attached hereto as Attachment A and hereby made a part of this contract). Any change in the scope of work must be approved in writing by both the University and Sponsor.

ARTICLE 02. PERIOD OF PERFORMANCE

This contract shall be for the period beginning July 2, 2015 through October 31, 2015 unless otherwise amended or extended by mutual written agreement of the parties.

ARTICLE 03. PROJECT COSTS/AWARD

This is a fixed-price contract. It is agreed that the total project costs to the Sponsor for this Contract and full performance and completion of the Project will be nine hundred dollars (\$900.00) (the “Project Cost”), unless changed by written amendment to this Contract. The University’s budget is set forth in Attachment A.

ARTICLE 04. INVOICE SUBMISSION AND PAYMENTS

Upon acceptance of this Contract by both parties, the University will invoice Sponsor in accordance with the following schedule and for the stated amounts:

<u>\$900.00</u>	One hundred percent (100%) of the award amount upon the start date of the Project or upon full execution of this Contract, whichever is later.
-----------------	--

All invoices pertaining to this Contract will be sent to:

Boone County Local Emergency Planning Commission  
201 Orr Street  
Columbia, MO 65201  
ATTN: Doug Westhoff, Chair  
Email: dwesthoff@bcfdmo.com  
Telephone: 573-447-5000

All undisputed payments under this Contract will be made to The Curators of the University of Missouri.

Checks will be sent to:

University of Missouri AR  
PO Box 807012  
Kansas City, MO 64180-7012

#### ARTICLE 05. TITLE TO EQUIPMENT

Title to all equipment, materials and supplies purchased under this Contract shall vest in the University at the time of acquisition of the items.

#### ARTICLE 06. DELIVERABLES/REPORTS

The University shall provide such reports as required by Sponsor and a final report due within ninety (90) days after completion or termination of the Contract, whichever occurs first.

#### ARTICLE 07. RECORDS

The University shall maintain such records and accounts necessary to assure a proper accounting of all Project funds. These records shall be available to Sponsor or any of its authorized representatives during the period of this Contract, and for three (3) years after completion or termination of the project, whichever is later. In the event of audit or dispute, records will be retained until resolution thereof.

#### ARTICLE 08. TERMINATION

This Contract may be terminated, with or without cause, by either party upon written notice to the other thirty (30) days prior to the official date of termination. Upon receipt of notice of termination, the University shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. Sponsor shall reimburse the University for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event will such costs exceed the total funds presently allocated to this Contract.

#### ARTICLE 09. PUBLICATION

The University reserves the right to publish the results of this research project. Before publishing, however, the University shall notify Sponsor of its intention to publish, and shall, upon request, submit the manuscript to Sponsor for review and comment. Any comments shall be in writing and shall be submitted to the University within thirty (30) days of receipt of the manuscript by Sponsor. The comments shall be given due consideration by the University.

#### ARTICLE 10. PATENTS AND COPYRIGHTS

It is expressly agreed that neither Sponsor nor the University transfers by operation under this Contract to the other party any patent rights, copyrights, or other proprietary rights either party owns as of the commencement date of this Contract, except as specifically set forth herein.

The University retains all ownership to any patents, copyrights, processes, inventions and other proprietary intellectual property of any nature developed as a result of the research or investigation conducted under this Contract. Subject to the rights of the United States Government, if any,

the University hereby grants Sponsor a six (6) month option, from the date of notice to Sponsor by University, to negotiate for a commercial license to any resulting patents, copyrights, processes, inventions or other proprietary intellectual property. Should Sponsor exercise such option within this six (6) month period, a reasonable and customary royalty rate will be negotiated together with the other terms and conditions of the license.

#### ARTICLE 11. CONFIDENTIAL INFORMATION

During the term of this Contract and for a period of six (6) months thereafter, the University and Sponsor shall use their best efforts to protect the confidentiality of proprietary information provided by the other party and identified in writing as confidential and proprietary and any intellectual property that is developed as a result of the research conducted under this Contract. This obligation of confidentiality shall not apply to information which (a) is or becomes known publicly through no fault of the other party; (b) is obtained or learned by the receiving party from a third party entitled to disclose it; (c) is already known to the receiving party at the time of disclosure, as shown by the receiving party's prior written records; or (d) is developed by the receiving party independent of any disclosure made hereunder. This obligation of confidentiality does not apply when such disclosure of information is required by law.

#### ARTICLE 12. PUBLICITY/USE OF UNIVERSITY NAME

Sponsor will not use directly or by implication the name of the University or the name of any member of the University's technical staff working on this research project or any information or data relating to the research project for any product promotion or commercial publicity or advertising purposes, nor in any way the aims, policies, programs, products, or opinions of the Sponsor without the prior written approval of the University.

#### ARTICLE 13. NOTICES

All notices required by this Contract shall be made in writing and sent prepaid by certified mail. For purposes of this Contract, the addresses of the parties are as follows:

University: (Technical) Henry Brown, Research Engineer, P.E.  
University of Missouri–Columbia  
Civil & Environmental Engineering  
E3510 Lafferre Hall  
Columbia MO, 65211-1230  
Email: BrownHen@missouri.edu  
Phone: 573-884-0832

(Business) Jamie Szabo, Financial Officer  
Office of Sponsored Programs Administration  
University of Missouri–Columbia  
310 Jesse Hall  
Columbia, Missouri 65211-1230  
Email: grantsdc@missouri.edu  
Phone: 573/882-7560

Sponsor: (Technical) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Business)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 14. RELATIONSHIP OF PARTIES

The relationship of the University to Sponsor shall be that of an independent contractor and nothing contained in this Contract shall be construed to create the appearance of an employer/employee relationship. The University shall have no authority to represent itself as an agent of Sponsor or to bind Sponsor for any obligation or expense not specifically stated in this Contract.

ARTICLE 15. ASSIGNMENT

This Contract shall not be assigned by either party without the prior written approval of the other party.

ARTICLE 16. CONTRACT MODIFICATION

Any agreement to change the terms of this Contract in any way shall be valid only if the change is made in writing and approved by mutual agreement of the authorized representatives of the parties hereto.

ARTICLE 17. INDEMNIFICATION

Sponsor shall indemnify, defend and hold harmless the University, its employees, officers and agents from any and all liability, loss, damage and expenses (including attorney fees) they may suffer as a result of claims, demands, costs or judgments which may be made or instituted against them or any of them by reason of personal injury (including death) to any person or damage to property arising out of or connected with the performance of the activities to be carried out under the statement of work provided. Any such liability, loss or damage resulting from negligence or willful malfeasance by the University, its employees, officers and agents is excluded from this agreement to indemnify, defend and hold harmless.

ARTICLE 18. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Missouri.

ARTICLE 19. USE OF PURCHASE ORDER

Sponsor hereby agrees that, should Sponsor use a purchase order to fund this Contract, any terms and conditions contained in the purchase order shall be considered deleted and not applicable for purposes of this Contract.

ARTICLE 20. ENTIRE CONTRACT

This Contract and attachments hereto contain the entire agreement between the two parties. All

modifications must be in writing and signed by the duly authorized officials of both parties. No oral agreements or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Contract.

FOR THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

FOR THE SPONSOR

\_\_\_\_\_  
By:  
Title: Authorized Signer,  
Office of Sponsored Programs Administration

\_\_\_\_\_  
By:  
Title:

Date:\_\_\_\_\_

Date:\_\_\_\_\_

MU Project No. \_\_\_\_\_

ATTACHMENT A  
SCOPE OF WORK / BUDGET

20190

The Emergency Planning and Community Right-to-Know Act of 1986 requires the Local Emergency Planning Committee (LEPC) to publish information annually to inform the public of the availability of information concerning emergency response plans, chemical lists, inventory forms, toxic release forms and follow-up emergency notices with regard to hazardous chemicals in the community. Public Notice Pursuant to 42 USC §11044.

Citizens residing in Boone County can request information pertaining to hazardous materials at the Boone County Fire Protection District Headquarters, located at 2201 I-70 Drive NW, Columbia, Missouri between the hours of 8 a.m. and 5 p.m., Monday through Friday. Please contact Assistant Fire Chief Doug Westhoff, LEPC Chairperson, at 573-447-5000 for further information.

# PUBLIC NOTICE

Involved in the event's success.

★ ★ ★ RAMS 2015 Steering Committee ★ ★ ★

- |                    |               |                 |                |                  |               |               |                |
|--------------------|---------------|-----------------|----------------|------------------|---------------|---------------|----------------|
| <b>Recruitment</b> | Nick Jone     | <b>Advisor</b>  | Mahir Khan     | <b>Directors</b> | Jail-N-Ball   | Andrew Fisher | Katie Gengler  |
| Jon McGi           | Elena Ra      | <b>Service</b>  | Casey Bouton   | Ben Bowman       | Sara Barba    | Amit Patel    | Jack Meyerhoff |
| Lauren B           | Dana Ha       | <b>Sponsors</b> | Julianne Slnak | Sam Belvin       | John Deighton | Reena Bhagat  | Lindsay Etken  |
| Emma Re            | Nick Nast     |                 | Shea Scholl    | Keith Himebaugh  | Morgan Lees   | Abby Smith    |                |
| Kara Sim           | Brandon Pilas |                 | Hannah Roth    |                  |               |               |                |
| Carly Wo           |               |                 |                |                  |               |               |                |

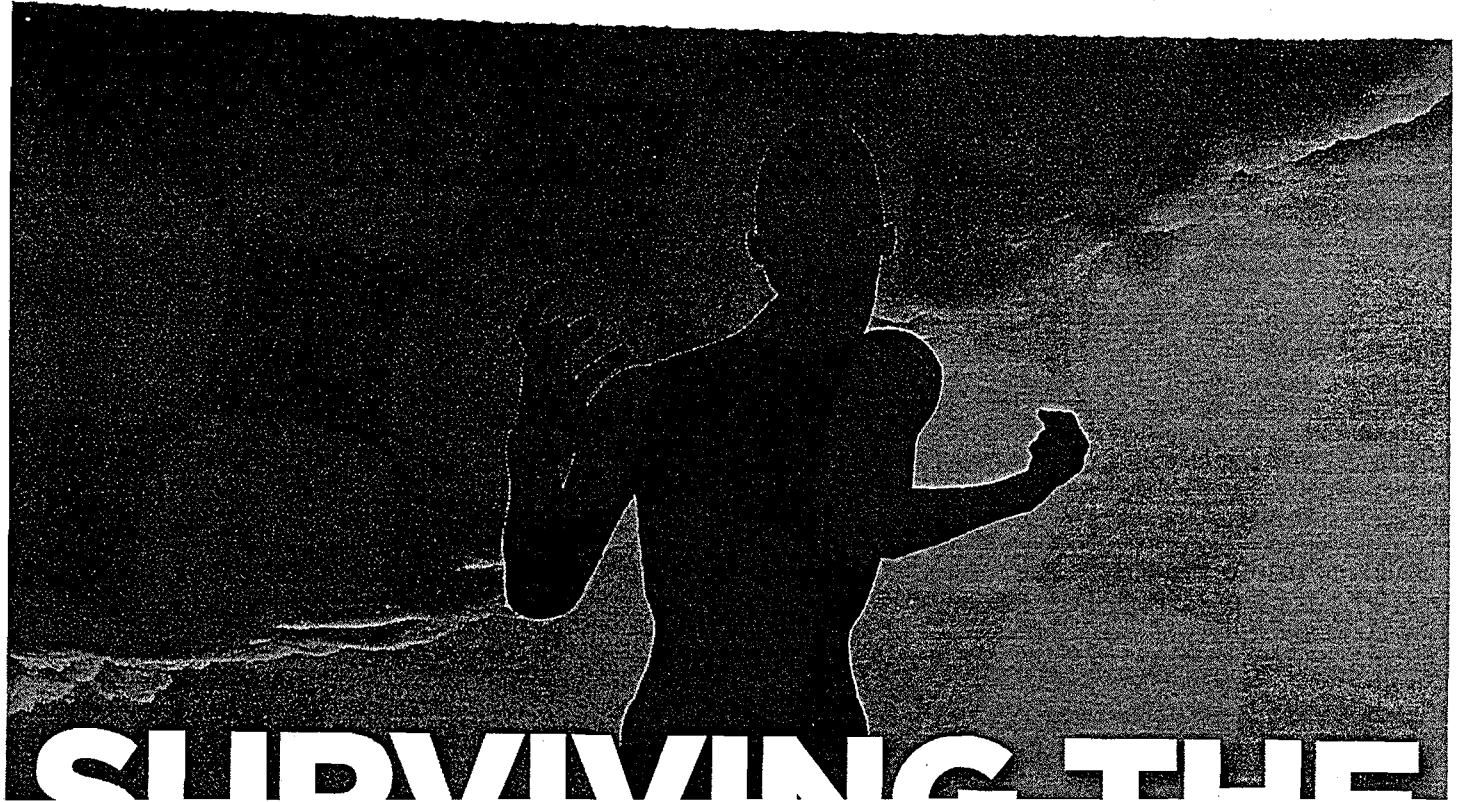
SCIENTIST  
Lankford of  
EM Institute



ikstockphoto.com  
is produced  
s heated by  
eaction.

## DOES A R POWER PRODUCE RICITY?

stion was  
y fifth-grade  
rom Benton  
ary School  
r plants pro-



# SURVIVING THE

## SURVIVING THE ZOMBIE APOCALYPSE

1. Why did scientists take time to study a zombie outbreak when they don't believe zombies exist?

---

---

---

---

---

---

---

---

2. Why might the advice of the study actually throw off their results?



RECEIVED

NOV 17 2014

BOONE COUNTY  
AUDITOR

Transaction Envelope

Summary Information

Envelope Name: MartinN11102014  
Cardholder: Nathan Martin (MartinN1140)

Memo-Posted Transactions: US\$119.98  
Out of Pocket Transactions: US\$0.00  
Grand Total: US\$119.98

*AK*

Memo-Posted Transactions

Date Occurred Date Posted Merchant Billing Amount Split Amount  
Notes

Department Account Site BID #  
11/3/2014 11/4/2014 WWW.NEWEGG.COM US\$119.98  
LEPC Portable Hard Drives

2101 23050 US\$119.98

Memo-Posted Transaction Totals Count: 1 Total: US\$119.98

Transaction Envelope Summary

Transaction Envelope Total: US\$119.98

Signatures

*Nathan Martin*  
Cardholder 11-13-14  
Date

*Larry Johnson*  
Approver 11/13/14  
Date

Newegg.com

**Order Details**

Order Date: 11/3/2014 11:21:56 AM

**Ship To**

Nathan Martin  
 801 E Walnut St  
 Rm 205 Treasurer  
 Columbia,MO 65201-4890  
 United States  
 (573) 886-4365

**Bill To**

Nathan Martin  
 801 E Walnut St  
 Rm 205 Treasurer  
 Columbia,MO 65201-4890  
 United States  
 573-886-4365

Visa:\*\*\*\*\*4050

**Order Summary**

Qty	Product Description	Price
Order #: 219469095 (shipped via Super Eggsaver (4-7 Business Days))		
2	WD My Passport Ultra 1TB USB 3.0 Portable Hard Drive WDBZFP0010BBK-NESN Black Item #: N82E16822236576	<del>\$239.98</del> \$119.98 (\$59.99 ea)
	Iron Egg Guarantee Return Policy	
	Subtotal	\$119.98
	Tax	\$0.00
	Super Eggsaver (4-7 Business Days)	\$0.00
	Order Total	\$119.98

2101-23650  
 LEPC portable  
 hard drive



SO#:219469095

Tracking#:1ZR43Y850302500354



# PACKING LIST

Total QTY: 2

<b>BILL TO</b>	<b>SHIP TO</b>
Nathan Martin 801 E Walnut St Rm 205 Treasurer Columbia,MO 65201-4890 USA	Nathan Martin 801 E Walnut St Rm 205 Treasurer Columbia,MO 65201-4890 USA

<b>Cust. PO/Ref#:</b>	<b>Customer#:</b>	<b>Ship Via:</b>	<b>SO Date:</b>	<b>RMA:</b>
	36367711	UPS Ground	11-03-2014	0

<b>SO#</b>	<b>ITEM#</b>	<b>PRODUCT DESCRIPTION</b>	<b>QTY</b>
219469095	22-236-576	EXTHD 1T1WD WDBZFP0010BBK-NESN R	2

Standard Return Policy: Refund within: 90 day(s); Replacement within: 90 day(s).

**PLEASE NOTE:**


- If you need to return an item to Newegg, please obtain an RMA by contacting Customer Service at (800) 390-1119 or clicking "My Account" on our web page.
- Please save all packaging and accessories. All original equipment, components, manuals, cables, documents and packaging must be returned with your item in order for Newegg.com to process your RMA.

This is a simple Packing List. If needed you may visit [www.NewEgg.com](http://www.NewEgg.com), login to your account and view/print the Invoice for this order.


**Very Important:**

If you ordered more merchandise than what has been included with this shipment, there may be additional packages which have shipped separately. Due to the various speeds of shipping, these packages may or may not have arrived yet. If you are concerned that you have not received your order in its entirety, please wait an additional business day before contacting us.

GET EXCLUSIVE MOBILE DEALS




Download App Now ▶




**Nathan Martin - Newegg - UPS Tracking**

**From:** "Newegg Auto-Notification (Do Not Reply)" <info@newegg.com>  
**To:** <nlmartin@boonecountymo.org>  
**Date:** 11/4/2014 12:19 PM  
**Subject:** Newegg - UPS Tracking



SHELL SHOCKER
 DAILY DEALS
 EMAIL DEALS

SHOP AROUND:
Computer Hardware
PCs & Laptops
Home Theater
Electronics
Software
Gaming
Marketplace
Cameras
More



Shop Newegg Anytime, Anywhere.

[Click for Details >>](#)

**Customer ID:** nlmartin@boonecountymo.org  
**Account Number:** guest

**Dear Nathan Martin,**

Thank you for shopping at Newegg.

Your tracking number has been generated and your package/order will ship out today. **Please note you will NOT be able to track your package until after 8:00 pm PST.** Be advised that some tracking numbers may take up to 24 hours to be available for tracking.

Please see below for your order information and tracking number.

**Shipping Summary:**  
**Sales Order Number:**        **219469095**

**Item List:**

Item Number:	Item Description:	Quantity:	Price:
<a href="#">N82E16822236576</a>	EXTHD 1T WD WDBZFP0010BBK-NESN R	2	59.99

**UPS Tracking Number:**  
**[1ZR43Y850302500354](#)**

(Shipped FROM Indianapolis, IN)  
Shipping Time: 11/04/2014

Please call 1-800-782-7892 or visit <http://www.ups.com> to track your package. If you have any questions or concerns while your order is in transit, please contact UPS directly for inquiries.

Thank you again for shopping at Newegg. We appreciate your business and look forward to serving you in the near future.

Your Most Satisfied Customer  
Newegg Customer Service Team



ONCE YOU KNOW, YOU NEWEGG. ®


9997 Rose Hills Road, Whittier, CA 90601 USA


© 2000-2014 Newegg Inc. All rights reserved


<b>QUICK LINKS:</b>	<a href="#">My Account</a>	<a href="#">Customer Services</a>	<a href="#">Privacy Policy</a>	<a href="#">Policy &amp; Agreement</a>	<a href="#">Confidentiality Notice</a>
---------------------	----------------------------	-----------------------------------	--------------------------------	--	--


**Nathan Martin - Newegg.com - Invoice**

**From:** "Newegg Auto-Notification (Do Not Reply)" <info@newegg.com>  
**To:** <nlmartin@boonecountymo.org>  
**Date:** 11/3/2014 11:32 PM  
**Subject:** Newegg.com - Invoice




 **SHELL SHOCKER**


 **DAILY DEALS**

 **EMAIL DEALS**

SHOP AROUND:
Computer Hardware
PCs & Laptops
Home Theater
Electronics
Software
Gaming
Marketplace
Cameras
More



**Spend 10-30% LESS** next time you shop at Newegg  
 —subscribe to our weekly e-Blast Newsletter!



**Customer ID:** nlmartin@boonecountymo.org  
**Account Number:** Guest

**Dear Nathan Martin,**

Thank you for shopping at Newegg.

This is the invoice and receipt for your recent order. Please keep a copy for your records.


**Invoice Summary:**

**Your Sales Order Number:** 219469095

**Order Date:** 11/03/2014 **Order Total:** \$119.98


Billing Information	Shipping Information
Nathan Martin 801 E Walnut St Rm 205 Treasurer Columbia, MO 65201-4890 [United States] 573-886-4365	Nathan Martin 801 E Walnut St Rm 205 Treasurer Columbia, MO 65201-4890 [United States] 573-886-4365

**Invoice Number:** 119665309  
**Invoice Date:** 11/3/2014 5:12:11 PM



## Act Now and Protect it!

Click link below to view recommended plans for your product.

Item	Description	Quantity	Unit Price	Extended Price
22-236-576	EXTHD 1T WD WDBZFP0010BBK-NESNR  <a href="#">Click Here To Protect Your Investment</a>	2	\$59.99	\$119.98
NOTE	22-236-576 is Iron Egg Qualified	1	\$0.00	\$0.00

**Payment Summary:**

<b>Payment Term:</b>	VISA
<b>Subtotal:</b>	\$119.98
<b>Tax:</b>	\$0.00
<b>Gift Wrap:</b>	\$0.00
<b>Shipping and Handling:</b>	\$0.00
<b>EggPoints:</b>	\$0.00
<b>Total Amount:</b>	\$119.98

Super Eggsaver (4-7 bus. days)

If you have any questions, please visit our [Contact Us Page](#).

Your Newegg Customer Service Team



ONCE YOU KNOW, YOU NEWEGG. ®


9997 Rose Hills Road, Whittier, CA 90601 USA

© 2000-2014 Newegg Inc. All rights reserved

**QUICK LINKS:** [My Account](#) [Customer Services](#) [Privacy Policy](#) [Policy & Agreement](#) [Confidentiality Notice](#)

**Nathan Martin - Newegg.com - Payment Charged**

**From:** "Newegg Auto-Notification (Do Not Reply)" <info@newegg.com>  
**To:** <nlmartin@boonecountymo.org>  
**Date:** 11/3/2014 1:28 PM  
**Subject:** Newegg.com - Payment Charged

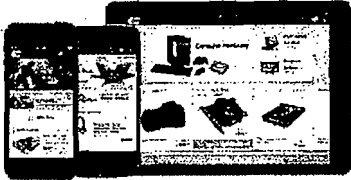


**SHELL SHOCKER**
**DAILY DEALS**
**EMAIL DEALS**

SHOP AROUND:
Computer Hardware
PCs & Laptops
Home Theater
Electronics
Software
Gaming
Marketplace
Cameras
More

## Get Exclusive Mobile Deals

[Download App Now](#) ▶



**Dear Nathan Martin,**

Thank you for shopping at Newegg.

We are happy to inform you that your order (**Sales Order Number: 219469095**) has been successfully charged to your **VISA** and order verification is now complete.

If you have any questions, please visit our [Contact Us Page](#).

Once You Know, You Newegg.

Your Newegg Customer Service Team

**Customer ID:** nlmartin@boonecountymo.org  
**Account Number:** guest



ONCE YOU KNOW, YOU NEWEGG. ®

9997 Rose Hills Road, Whittier, CA 90601 USA


© 2000-2014 Newegg Inc. All rights reserved

**QUICK LINKS:** [My Account](#) | [Customer Services](#) | [Privacy Policy](#) | [Policy & Agreement](#) | [Confidentiality Notice](#)



**Nathan Martin - Newegg - Order Confirmation**

**From:** "Newegg Auto-Notification (Do Not Reply)" <info@newegg.com>  
**To:** <nlmartin@boonecountymo.org>  
**Date:** 11/3/2014 1:22 PM  
**Subject:** Newegg - Order Confirmation

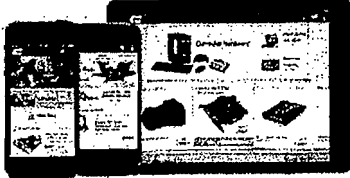


SHELL SHOCKER
DAILY DEALS
EMAIL DEALS

SHOP AROUND:
Computer Hardware
PCs & Laptops
Home Theater
Electronics
Software
Gaming
Marketplace
Cameras
More

## Get Exclusive Mobile Deals

[Download App Now](#) ▶



**Dear Nathan Martin,**

Thank you for shopping at Newegg!

We're delighted we had what you were looking for!

Your order should be processed and ready to be shipped within 1-2 business days. In some cases, we will also contact your bank for further verification. To prevent delays, please ensure that your billing address and phone number match with the information your card issuer has on file; Newegg takes these measures to protect our customers from debit/credit card fraud and identity theft. \* Below is your order confirmation. Please keep a copy for your records.

[Check your order status.](#)

**Customer ID:** nlmartin@boonecountymo.org  
**Account Number:** guest

**Order Summary**

**Sales Order Number: 219469095**

Sales Order Date: 11/3/2014 11:21:56 AM  
 Shipping Method: Super Eggsaver (4-7 bus. days)

2 x <del>(\$59.99)</del> WD My Passport Ultra 1TB USB 3.0 Portable Hard Dri	\$119.98
Subtotal:	\$119.98
Tax:	\$0.00
Shipping and Handling:	\$0.00
<b>Total Amount:</b>	<b>\$119.98</b>

-----

**Billing Information**

VISA: \*\*\*\*\*4050  
Nathan Martin  
801 E Walnut St  
Rm 205 Treasurer  
Columbia,MO 65201-4890  
United States  
573-886-4365

**Shipping Information**

Nathan Martin  
801 E Walnut St  
Rm 205 Treasurer  
Columbia,MO 65201-4890  
United States  
573-886-4365

[View our return policies.](#)

If your order is for customized systems, please note that all returns for refund, including refused packages, will be charged a non-refundable 15% restocking fee.

Newegg.com reserves the right, in its sole discretion, to cancel the order at any time prior to shipment without liability.

**Recommendations For You:** (please note that we cannot guarantee price or availability)



\$49.99

[Data Transfer/Migration  
Troubleshooting](#)



\$39.99

[Seagate 3 Year Data Recovery -  
External Hard Drives](#)



\$49.99

[Data Troubleshooting](#)

[See more recommendations.](#)

If you have any questions, please visit our [Contact Us Page](#).



ONCE YOU KNOW, YOU NEWEGG. ®

9997 Rose Hills Road, Whittier, CA 90601 USA

© 2000-2014 Newegg Inc. All rights reserved

**QUICK LINKS:** [My Account](#) [Customer Services](#) [Privacy Policy](#) [Policy & Agreement](#) [Confidentiality Notice](#)

**Nathan Martin - Fwd: RE: CEPF funds**

---

**From:** Nicole Galloway  
**To:** Nathan Martin  
**Date:** 11/3/2014 1:20 PM  
**Subject:** Fwd: RE: CEPF funds

---

That sounds great then - same product, cheaper and tax exempt. Thanks for looking into that.

**Nicole Galloway, CPA**  
Boone County Treasurer

801 E. Walnut, Rm. 205  
Columbia, Missouri 65201  
(573) 886-4367

>>> Nathan Martin 11/3/2014 1:18 PM >>>

Best Buy's tax exempt system isn't recognizing my card. There is an option to pick up in store or I can call in and try and do the tax exempt that way.

On NewEgg the same hard drives are \$59.99 each and the tax exempt status has been applied. Shipping is free for this option as well.

The IT department has used NewEgg for various purchases in the past (as well as the Auditor...their address popped up as a suggested one when I entered ours).

<http://www.newegg.com/Product/Product.aspx?Item=N82E16822236576>

**Nathan Martin**

Senior Account Specialist  
Boone County Treasurer  
801 E. Walnut, Rm. 205  
Columbia, Missouri 65201  
Ph. (573) 886-4365

>>> Nicole Galloway 11/3/2014 12:50 PM >>>

Can you purchase two of the 1TB hard drives on your pcard?

This one for \$69.99 looks acceptable.

**WD - My Passport Ultra 1TB External USB 3.0 Hard Drive -  
Black**

Thanks.

Nicole Galloway, CPA  
Boone County Treasurer

801 E. Walnut, Rm. 205  
Columbia, Missouri 65201  
(573) 886-4367



COMMERCE BANK - COMMERCIAL CARDS  
 PO BOX 414084  
 KANSAS CITY MO 64141-4084



**MEMO STATEMENT**

Account ID 0000-1236-0954  
 Account Number [REDACTED]  
 Statement Date NOV 10, 2014  
 Statement Activity \$119.98

**\*\* MEMO STATEMENT ONLY \*\*  
 DO NOT REMIT PAYMENT**

NATHAN L MARTIN  
 BOONE COUNTY TREASURER  
 RM 304  
 801 E WALNUT ST  
 COLUMBIA MO 65201-489099

\*\*0000000

*Visa Purchasing*

ACCOUNT ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description		Amount
11-04	11-03	24682164307000854406542	WWW.NEWEGG.COM 800-390-1119 CA		\$119.98

<b>For Customer Service Call:</b> 1-800-892-7104  <b>Outside the U.S., Call:</b> 1-402-691-7800	<b>Account ID</b> 0000-1236-0954		<b>Account Summary</b>	
	<b>Account Number</b> [REDACTED]		Purchases & Other Charges	\$119.98
<b>Send Billing Inquiries To:</b> COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141-4084	<b>Statement Date</b>	<b>Credit Limit</b>	Cash Advances	\$0.00
	NOV 10, 2014	\$5,000	Cash Advance Fees	\$0.00
	<b>Disputed Amount</b> \$0.00		Credits	\$0.00
			Statement Activity	\$119.98



2015001455

**PAYMENT REQUISITION  
BOONE COUNTY, MISSOURI**



04/06/2015  
REQUISITION DATE

04/30/2015  
VENDOR DUE DATE

TRANS: 2015 001455

PAYMENT TYPE: CHECK

Check Routing Instructions

000223  
VENDOR NO.

COLUMBIA DAILY TRIBUNE  
VENDOR NAME

18-28MAR14  
BID NUMBER

Notes:

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
2101	84300	1232937	PUBLIC NOTICE: RIGHT TO KNOW BOONE COUNTY LEPC	138.96
GRAND TOTAL :				138.96

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

TRNATHAN

\_\_\_\_\_  
County Commission Approval  
PAGE 001 OF 001

\_\_\_\_\_  
Auditor Approval

# COLUMBIA DAILY TRIBUNE

P.O. Box 798 • Columbia, MO • 65205-0798

## ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER/CLIENT NAME	
03/01/15 - 03/31/15		BC LEPC	
TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
138.96		NET DUE 30 DAYS	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
138.96	0.00	0.00	0.00

INVOICE NUMBER	PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER
1232937	1	03/31/2015	12382	12382

BILLED ACCOUNT NAME & ADDRESS: BC LEPC  
 \*\*\* ATTN NICOLE GALLOWAY  
 801 E WALNUT ST RM 205  
 COLUMBIA MO 65201-4890

CREDIT CARD PAYMENTS

VISA Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Amt. to pay: \_\_\_\_\_

Signature: \_\_\_\_\_

Name on Card: \_\_\_\_\_

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	PUB	DESCRIPTION - OTHER COMMENTS / CHARGES	SIZE/PAGES	TIMES	RATE	BALANCE
			BALANCE FORWARD				0.00
03/11	29190	CDT	ANNUAL PUBLIC NOTICE	3 X 3.00	1	15.44	138.96

2101-84300  
 MLG  
 4-6-15  
 RECEIVED:  
 APR 06 2015  
 TREASURER'S OFFICE

CONTRACT NAME:	EXPIRES	COMMITMENT	PERIOD	TO DATE	TO FULFILL
Net Dollar Volume	04/30/2015	24000.00	3988.12	41904.34	-17904.34

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS					
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
138.96	0.00	0.00	0.00		138.96

# COLUMBIA DAILY TRIBUNE

101 North 4th Street • P.O. Box 798  
 Columbia, MO 65205 • (573) 815-1500

\*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

INVOICE NUMBER	ADVERTISER INFORMATION			ADVERTISER / CLIENT NAME
	BILLING PERIOD	BILLED ACCOUNT NUMBER	PARENT ACCOUNT NUMBER	
1232937	03/01/15 - 03/31/15	12382	12382	BC LEPC

## Boone County LEPC 7/14/2015 Tabletop Exercise

A tabletop exercise was held at the MidwayUSA Campus located at 5875 W Van Horn Tavern Road on July 14, 2015 from 100 PM to 230 PM. During this exercise, the LEPC and MidwayUSA simulated a tornado event, which caused significant damaged to two of our four main buildings, one which included Hazardous Materials (ammunition, primers, solvents, and a fire located near the natural gas inlet for the facility). Discussion occurred between the two organizations to determine proper response from both private and public sectors as well as how we would communicate through this large scale event from start to finish. Many opportunities for improvement were captured during this event and are included in the After Action Review.

Future expansion plans for MidwayUSA include the possibility of maintaining smokeless powder onsite in several different locations. Discussions occurred between both groups on how this incident would be managed in the event there was exposure/fire with the storage containers.

Members that were present for this training were:

<u>Name</u>	<u>Organization</u>
Adam Burks	MidwayUSA
Drew Turner	MidwayUSA
Doug Wendt	MidwayUSA
Tanner Richards	MidwayUSA
Scott Olsen	BCFD
Doug Westhoff	BCFD
Chuck Leake	BCFD
Eric Evans	University Emergency Management
Rebecca Estes	Boone County Public
Conne Burnham	MU Fire Rescue Training Institute
Doug ?	Water & Light



a welcoming setting filled with educational and fun activities. A local child development specialist will be on hand to answer questions about parenting topics. This month's special guest will be Maureen Coy from Columbia/Boone County Public Health and Human Services with information on 12345 Fit-Tastic ([www.fittastic.org](http://www.fittastic.org)), a strategy for improving your family's health. Ages 1 to 4 with parent. Please register.

**Family Story Time** 9:30 to 10 a.m., 10:30 to 11 a.m. or 6:30 to 7 p.m. Tuesday and 9:30 to 10 a.m. March

**Pi Day** noon to 2 p.m. Saturday. Help us celebrate pi — 3.1415... or the ratio of the circumference of a circle to its diameter — on March 14, 2015 (3/14/15). We will have hands-on activities and circular foods. All ages.

**Family Story Time** 10 to 10:30 a.m. Monday. Ages 3 to 5.

**The Beginning Years** 9:30 to 10 a.m. Tuesday. Bring your baby or toddler for songs, rhymes and activities. Birth to 36 months. Older siblings welcome.

**Daniel Boone Regional Library Bookmobile stops this week; call**

**open Rec in the Armory Game Room** 9:30 a.m. to 1:30 p.m. Saturday at 701 E. Ash St.

**Live Fish-Feeding Demo** 2 to 2:15 p.m. Saturday and Sunday at the Bass Pro Shops aquarium, 3101 Bass Pro Drive.

**Little Gymmers** 10 to 11 a.m. Mondays and Fridays at the Activity and Recreation Center, 1701 W. Ash St. Ages 2 to 6 and an adult. \$1.

**Little Swimmers** 11 a.m. to noon Monday through Thursday at the ARC. Kids age 8 and younger must be accompanied by an adult 6 years and older. \$1.



## CHALKBOARD

WEST BOULEVARD ELEMENTARY SCHOOL

### Mountains

Mountains are found around the world. When plates smash together it causes an earthquake and makes a mountain. Mountains are taller than the earth around them. Trees like oak and maple grow at the bottom of a mountain. Lambs, sheep, and grizzly bears live in the mountains. Animals that live in the mountains have thick fur.

— By Michelle and Hala, second grade

### New School

One day Anthony was so tired he did not want to go to school. "BEEP, BEEP!" He slammed his fist on the alarm clock then he got out of bed. Then he brushed his teeth. He got dressed and got on the bus to head for school. He saw his best friend on the bus. "Hi Leo," he said to his friend. Then they went in the school. They looked at the walls and the colors were purple and blue. Those are their favorite colors. The cafeteria was a lot bigger here than in their old school. They went to go find their class and the office people told them what class. They went to fourth. They were both in the same class! They were so happy they were in

high school. They got a long lunch. The unhappy part was that they didn't have recess at all. Then they were bummed out. They don't have a lunch outside break. They didn't like anything at their old school so they went to this school. They both thought this school was fun, a lot of fun. "Let's go back!" said Anthony. Then they went back to school and went to class.

— By Kaleb Turner, fourth grade

### Forests

A forest is a place with a lot of trees. A forest is a place with a lot of bushes. A forest is a place with a lot of plants.

Chameleons camo as dead leaves. Squirrels blend in with tree bark. Gray tree frogs have spots to match tree trunks. Frog mouth birds look like they have white and black feathers that makes them look like their part of trees. Hawks live in the forest. Mice live in the forest. Bugs live in the forest. Elk live in the forest. Snakes live in the forest. A forest is located in North America. A forest is located in Europe. A forest is located in Asia.

— By Jermira Bass and Luis Tolentino, second grade

## PUBLIC NOTICE

The Emergency Planning and Community Right-to-Know Act of 1986 requires the Local Emergency Planning Committee (LEPC) to publish information annually to inform the public of the availability of information concerning emergency response plans, chemical lists, inventory forms, toxic release forms and follow-up emergency notices with regard to hazardous chemicals in the community. Public Notice Pursuant to 42 USC §11044.

Citizens residing in Boone County can request information pertaining to hazardous materials at the Boone County Fire Protection District Headquarters, located at 2201 I-70 Drive NW, Columbia, Missouri between the hours of 8 a.m. and 5 p.m., Monday through Friday. Please contact Assistant Fire Chief Doug Westhoff, LEPC Chairperson, at 573-447-5000 for further information.

29180

**Nicole Galloway - RE: Columbia Daily Tribune Advertising Information**

---

**From:** "Sims, Craig" <casims@columbiatribune.com>  
**To:** "Nicole Galloway" <ngalloway@boonecountymo.org>  
**Date:** 3/6/2015 10:01 AM  
**Subject:** RE: Columbia Daily Tribune Advertising Information

---

Nicole,

Disregard the price in that first email. BC LEPC is under contract, so that price is actually \$138.96, the same as it was last year. Sorry for the confusion on my part!

Craig Sims  
Account Executive  
Columbia Daily Tribune  
573-815-1809



**IntelligentReach**

Reach your target audience with "Intelligent Reach"- powered by the Columbia Daily Tribune. We are now offering packages, tailored to your business, to bring a targeted internet audience to you. Contact us today to learn more about the power of retargeting!

---

**From:** Nicole Galloway [mailto:ngalloway@boonecountymo.org]  
**Sent:** Friday, March 06, 2015 9:35 AM  
**To:** Sims, Craig  
**Subject:** Re: Columbia Daily Tribune Advertising Information

Craig

Thanks for reaching out. Attached is the ad we would like to run this year on Wed March 11. Can you send a final copy of the ad w/ changes and a price?

Thanks.

**Nicole Galloway, CPA**  
Boone County Treasurer

801 E. Walnut, Rm. 205  
Columbia, Missouri 65201  
(573) 886-4367

>>> "Sims, Craig" <casims@columbiatribune.com> 3/5/2015 2:38 PM >>>  
Hi Nicole,

My name is Craig Sims and I am your advertising account executive with the Columbia Daily Tribune. From my

file:///C:/Users/ngalloway/AppData/Local/Temp/XPgrpwise/54F97AF2BC-GWDOMGC-G... 4/6/2015

notes from the previous person that held this position, I understand that Boone County LEPC runs an ad in the Tribune each March, a 'Public Notice' ad. I just wanted to send you my contact information so that you had an idea of the person you could contact regarding that ad, if you would like it to run again this year!

Feel free to ask me any questions and I look forward to working with you.

Thank you,

Craig Sims  
Account Executive  
Columbia Daily Tribune  
573-815-1809



**IntelligentReach**

Reach your target audience with "Intelligent Reach"- powered by the Columbia Daily Tribune. We are now offering packages, tailored to your business, to bring a targeted internet audience to you. Contact us today to learn more about the power of retargeting!



2015002329

**PAYMENT REQUISITION  
BOONE COUNTY, MISSOURI**



05/21/2015  
REQUISITION  
DATE

06/19/2015  
VENDOR  
DUE DATE

TRANS: 2015 002329 PAYMENT TYPE: CHECK

Check Routing Instructions

015001  
VENDOR  
NO.

EMERGENCY OPERATIONAL SOLUTIONS  
VENDOR NAME

<\$6000  
BID NUMBER

Notes:

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
2101	37210	HAZWOPER_R 2015	BOLEPC BOONE COUNTY LEPC HAZWOPER REFRESHER	2800.00
GRAND TOTAL :				2800.00

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By TRNATHAN

\_\_\_\_\_  
County Commission Approval  
PAGE 001 OF 001

\_\_\_\_\_  
Auditor Approval



Emergency Operational Solutions, LLC  
 3903 Oxford Rd  
 Jefferson City, MO 65109  
[mschultz@eosolutions.us](mailto:mschultz@eosolutions.us)  
 (573)353-1121 fax (573)634-3023

# INVOICE

Date: May 19, 2015  
**HAZWOPER\_R**

To: Boone County LEPC  
 Attn: Roxanne Lambert  
 Customer ID: BCLEPC

Salesperson	Job	EOS Supplier number	Shipping Terms	Delivery Date	Payment Terms	Due Date
Schultz	Hazwoper_Refresher	NA	Delivered on site	May 18, 2015	Check/EFT	30 Days from Invoice

Qty	Item #	Description	COST/PER	Line Total
1	HAZWOPER_R	HAZWOPER_Refresher	\$2800	\$2800
		Shipping		NA
		TAX NA		
		<b>Total</b>		<b>\$2800 ✓</b>

2101/31210  
 5/20/15 *[Signature]*

**Tansy Johnson - Fwd: Boone Co LEPC HAZWOPER invoice**

---

**From:** "Lambert, Roxanne" <Roxanne.Lambert@gates.com>  
**To:** Tansy Johnson <TJohnson@boonecountymo.org>  
**Date:** 5/19/2015 5:47 PM  
**Subject:** Fwd: Boone Co LEPC HAZWOPER invoice  
**Attachments:** HAZWOPER\_15\_Invoice.pdf; ATT00001.htm

---

Tansy,  
Please process the attached invoice for payment from the LEPC funds. Please email payment documents back to me.  
Let me know if you have questions.  
Thanks,  
Roxanne

Sent from my iPhone

Begin forwarded message:

**From:** Michael Schultz <[mschultz@eosolutions.us](mailto:mschultz@eosolutions.us)>  
**Date:** May 19, 2015 at 4:13:19 PM CDT  
**To:** <[roxanne.lambert@gates.com](mailto:roxanne.lambert@gates.com)>  
**Subject:** Boone Co LEPC HAZWOPER invoice  
**Reply-To:** <[mschultz@eosolutions.us](mailto:mschultz@eosolutions.us)>

Thanks again Roxanne.

MS

Michael Schultz, Owner  
Emergency Operational Solutions, LLC  
(573) 353-1121  
[www.eosolutions.us](http://www.eosolutions.us)

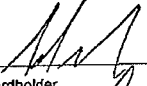
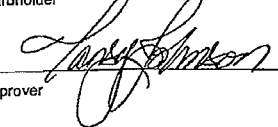
### Transaction Envelope

<b>Summary Information</b>			
Envelope Name:	MartinN041015	Memo-Posted Transactions:	US\$2,750.00
Cardholder:	Nathan Martin (MartinN1140)	Out of Pocket Transactions:	US\$0.00
		Grand Total:	US\$2,750.00
Card Account:	*4050	Date Range:	3/11/2015 - 4/10/2015

Date Occurred	Date Posted	Merchant	Billing Amount	Split Amount
<b>Notes</b>				
<b>Department</b>	<b>Account</b>	<b>Site</b>	<b>BID #</b>	
4/7/2015	4/8/2015	ALTOUR		
UPS Hazmat Seminar Registration: Adam Burks, Josh Costello, Josh Soper, Gage Pruyne, Brad Spears			US\$2,750.00	
2101	37210			US\$2,750.00
Memo-Posted Transaction Totals			Count: 1	Total: US\$2,750.00

<b>Transaction Envelope Summary</b>	
Transaction Envelope Total:	US\$2,750.00

**Signatures**

 _____ Cardholder	4-14-15 _____ Date
 _____ Approver	4/14/15 _____ Date

## UPS Hazmat Seminars

Location: Chicago, IL

Name:  
Adam Burks  
Job Title:  
Safety & Facilities Manager  
Company:  
MidwayUSA  
Address:  
5875 W Van Horn Tavern Road

Columbia, Missouri 65203

Number of People Registered:  
5

Confirmation Number:  
NWNM9CGGCP (needed to modify your registration)

Event Title:  
UPS Hazmat Seminars

Adam Burks

## Agenda Items

Registration Item	Cost
49CFR	\$550.00

Josh Costello

## Agenda Items

Registration Item	Cost
49CFR	\$550.00

Josh Soper

## Agenda Items

Registration Item	Cost
49CFR	\$550.00

Gage Pruyne

## Agenda Items

Registration Item	Cost
49CFR	\$550.00

Brad Spears

## Agenda Items

Registration Item	Cost
49CFR	\$550.00

## Order

Date	Type	Amt Ordered	Amt Paid	Amt Due
04/07/2015 12:35 PM ET	online order	\$2,750.00	\$2,750.00	\$0.00
<b>Total:</b>		<b>\$2,750.00</b>	<b>\$2,750.00</b>	<b>\$0.00</b>

## Payment Details



4/7/2015

UPS Hazmat Seminars - Confirmation | Online Registration by Cvent

Your registration will be processed upon receipt. If paying by check: All checks should be made payable to ALTOUR. If your check is for more than one person, the names of all registered associates must be listed in the Memo section of your check.

Please mail the payment to:  
ALTOUR  
Attn: UPS HazMat Seminar  
P.O. Box 35250  
Louisville, KY 40232

Details

Date	Type	Reference #	Amt Paid
04/07/2015	Visa	4050	\$2,750.00

**Nathan Martin - p-card**

---

**From:** Nicole Galloway  
**To:** Nathan Martin  
**Date:** 4/7/2015 11:41 AM  
**Subject:** p-card  
**Attachments:** UPS Hazmat Seminars - Confirmation \_ Online Registration by Cvent.pdf

---

Nathan

The coding for the attached will be 2101-37210

Thanks.

Nicole

**Nicole Galloway, CPA**  
Boone County Treasurer

801 E. Walnut, Rm. 205  
Columbia, Missouri 65201  
(573) 886-4367

COMMERCE BANK - COMMERCIAL CARDS  
 PO BOX 414084  
 KANSAS CITY MO 64141-4084

**MEMO STATEMENT**

Account ID 0000-1236-0954  
 Account Number xxx-xxxx-xxxx-4050  
 Statement Date APR 10, 2015  
 Statement Activity \$2,750.00

**\*\* MEMO STATEMENT ONLY \*\*  
 DO NOT REMIT PAYMENT**

NATHAN L MARTIN  
 BOONE COUNTY TREASURER  
 RM 304  
 801 E WALNUT ST  
 COLUMBIA MO 65201-489099

\*\*0000000

*Visa Purchasing*

ACCOUNT ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description		Amount
04-08	04-07	24483985097014000940396	ALTOUR	812-669-0424 MN	\$2,750.00

<b>For Customer Service Call:</b> 1-800-892-7104  <b>Outside the U.S., Call:</b> 1-402-691-7800	<b>Account ID</b>		<b>Account Summary</b>	
	0000-1236-0954		Purchases & Other Charges	\$2,750.00
<b>Send Billing Inquiries To:</b> COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141-4084	<b>Account Number</b>		Cash Advances	\$0.00
	<b>Statement Date</b>	<b>Credit Limit</b>	Cash Advance Fees	\$0.00
	APR 10, 2015	\$5,000	Credits	\$0.00
	<b>Disputed Amount</b>		Statement Activity	\$2,750.00
		\$0.00		

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 4th day of August 20 15

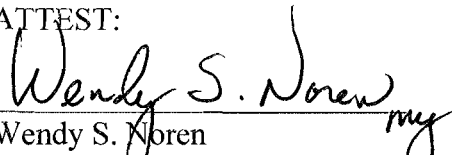
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 16-16APR15 – Onyx Surface Seal Pavement Preservation 2015.

The terms of this amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One to Onyx Surface Seal Pavement Preservation 2015.

Done this 4th day of August, 2015.

ATTEST:

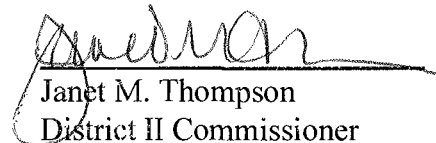
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Janet M. Thompson  
 District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** June 2, 2015  
**RE:** Amendment Number One – 16-16APR15 – *Onyx Surface Seal Pavement Preservation 2015*

Contract 16-16APR15 – *Onyx Surface Seal Pavement Preservation 2015* was approved by commission for award to Musselman & Hall Contractors, LLC of Kansas City, Missouri for \$200,313.18 on May 26, 2015, commission order 226-2015. This amendment adds additional onyx surface seal and temporary centerline markers for an additional \$138,257.92, add a 5% contingency for a Purchase Order total of \$145,170.82. Total for contract is now \$345,484.00 (with 5% contingency, PO total of \$362,758.20).

Invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs.

According to Resource Management, they are going to be using part of the funds originally budgeted for fog seal since this onyx surface seal is less costly than the fog seal. Total budget for surface seal and fog seal if \$565,787.

**cc:** Dan Haid/Derin Campbell, Resource Management  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
ONYX SURFACE SEAL PAVEMENT PRESERVATION 2015**

The Agreement **16-16APR15** dated May 26, 2015 made by and between Boone County, Missouri and **Musselman & Hall Contractors, LLC**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

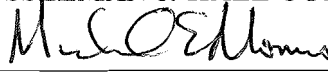
1. ADD: The following product to the contract per the attached *2015 Pavement Preservation Onyx Surface Seal Projects* and *Boone County 2015 Onyx Fog Seal* map.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Additional Onyx Surface Seal	128,956 sq. yd.	\$1.07	\$137,982.92
Additional Temp Centerline Markers 275		\$1.00	\$275.00
 TOTAL			 \$138,257.92

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

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

**MUSSELMAN & HALL CONTRACTORS, LLC**

by   
title PRESIDENT

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

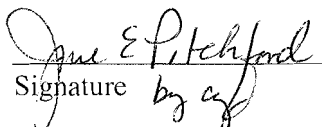
  
County Counselor

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

<u></u>	<u>7/21/15</u>	2041-71202 / \$145,170.82
Signature <i>by</i>	Date	Appropriation Account

333-2015

## 2015 Pavement Preservation Onyx Surface Seal Projects

Revised: 6-26-15

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Akeman Bridge 2	Hwy VV to Wade School Rd	2,488	6,094
2	Colchester Rd	Entire Length	1,962	5,607
3	Trobridge Rd	Entire Length	2,402	6,588
4	Wade School	Akeman Bridge Rd to Mauller Rd	5,552	11,718
5	Cunnigham Dr	Bon-Gor Lake Estates	405	809
6	Moberly Dr	Bon-Gor Lake Estates	2,619	7,565
7	Timothy Ct	Bon-Gor Lake Estates	313	1,227
8	Bon Gor Ct	Bon-Gor Lake Estates	234	852
9	Michael Ct	Bon-Gor Lake Estates	210	1,097
10	Mauller Rd	Creasy Springs Rd to ~1000' E of Hwy VV	6,794	17,996
11	Creasy Springs Rd	Sunnyridge Ln to Mauller Rd	15,733	44,756
12	Roemer Rd	Obermiller Rd to Creasy Springs Rd	7,529	17,550
13	Brown School Rd	Creasy Springs Rd to Clearview Rd	3,785	9,489
14	Gibbs Rd	I-70 Dr NW to Maintenance Ends	5,356	11,878
15	Lakeland Dr	Lakeland Acres Sub	2,579	6,501
16	Molly Ln	Lakeland Acres Sub (asphalt portion)	1,431	3,414
17	Sarah Ann Dr	Lakeland Acres Sub	368	751
18	Linda Ln	Lakeland Acres Sub	1,219	3,163
19	Gretchen Dr	Lakeland Acres Sub	452	874
20	Player Pl	Fairway Meadows Sub	386	1,226
21	Waldo Ct	Fairway Meadows Sub	248	986
22	Palmer Pl	Fairway Meadows Sub	265	1,033
23	Sarazen Ct	Fairway Meadows Sub	219	944
24	Hogan Dr	Fairway Meadows Sub	881	2,600
25	Snead Dr	Fairway Meadows Sub	891	2,665
26	Lema Ln	Fairway Meadows Sub	843	2,742
27	Sarazen Dr	Fairway Meadows Sub	1,394	4,380
28	Sanders Ct	Fairway Meadows Sub	369	1,411
29	Demaret Dr	Fairway Meadows Sub	2,961	10,357
30	Roseta Ave	New Haven Meadows Sub (asphalt portion)	814	3,488
31	Santa Anna Dr	New Haven Meadows Sub (asphalt portion)	1,129	3,124
32	Santa Barbara Dr	New Haven Meadows Sub	983	2,860
33	Greenfield Ct	Country Woods Sub	774	2,336
34	Wildflower Ct	Country Woods Sub	571	1,827
35	Willow Bark Ct	Country Woods Sub	579	1,854
36	Old Ridge Rd	Country Woods Sub	4,316	11,234
37	Ridley Wood St	Country Woods Sub	1,159	3,556
38	Woods Edge Rd	Country Woods Sub (asphalt portion)	288	695
39	Shag Bark Ct	Country Woods Sub	516	1,262
40	Country Woods Rd	Country Woods Sub	4,383	11,539
41	Picket Post St	Country Woods Sub	1,043	3,181
42	Cherry Bark Ct	Country Woods Sub	549	1,906
43	Rock Quarry Rd	Gans Rd to Maintenance Ends	2,681	6,981
44	Bearfield Rd	Maintenance Begins to End of Road	6,111	14,872
45	Gans Rd 2	Rock Quarry to Bearfield Rd	2,582	6,132
46	Bearfield Subdivision	Entire Length	1,281	3,525
47	Red River Dr	Entire Length	714	1,753
48	Brazos Dr	Entire Length	758	2,804
49	Sabine Dr	Hwy KK to Rte K	5,019	13,287
50	Kathy Glen Ct	Entire Length	857	2,551
51	Timber Ridge Rd	Sabine Dr to Rte K	1,268	3,307
52	Buffalo Ridge Rd	Lakota Ridge Ln to Hill Creek Rd	3,388	8,755
53	Lakota Ridge Ln	Entire Length	2,946	8,479
54	Hilltop Dr 1	University Estates Sub	863	2,392
55	Campus Dr	University Estates Sub	1,211	3,625
56	Hillside Dr	University Estates Sub	469	1,632
<b>Total</b>			<b>117,143</b>	<b>315,230</b>

original contract  
186,274 sq yd

22.2 miles

275 additional temp centerline markers

-186,274 =  
128,956 additional sq yd



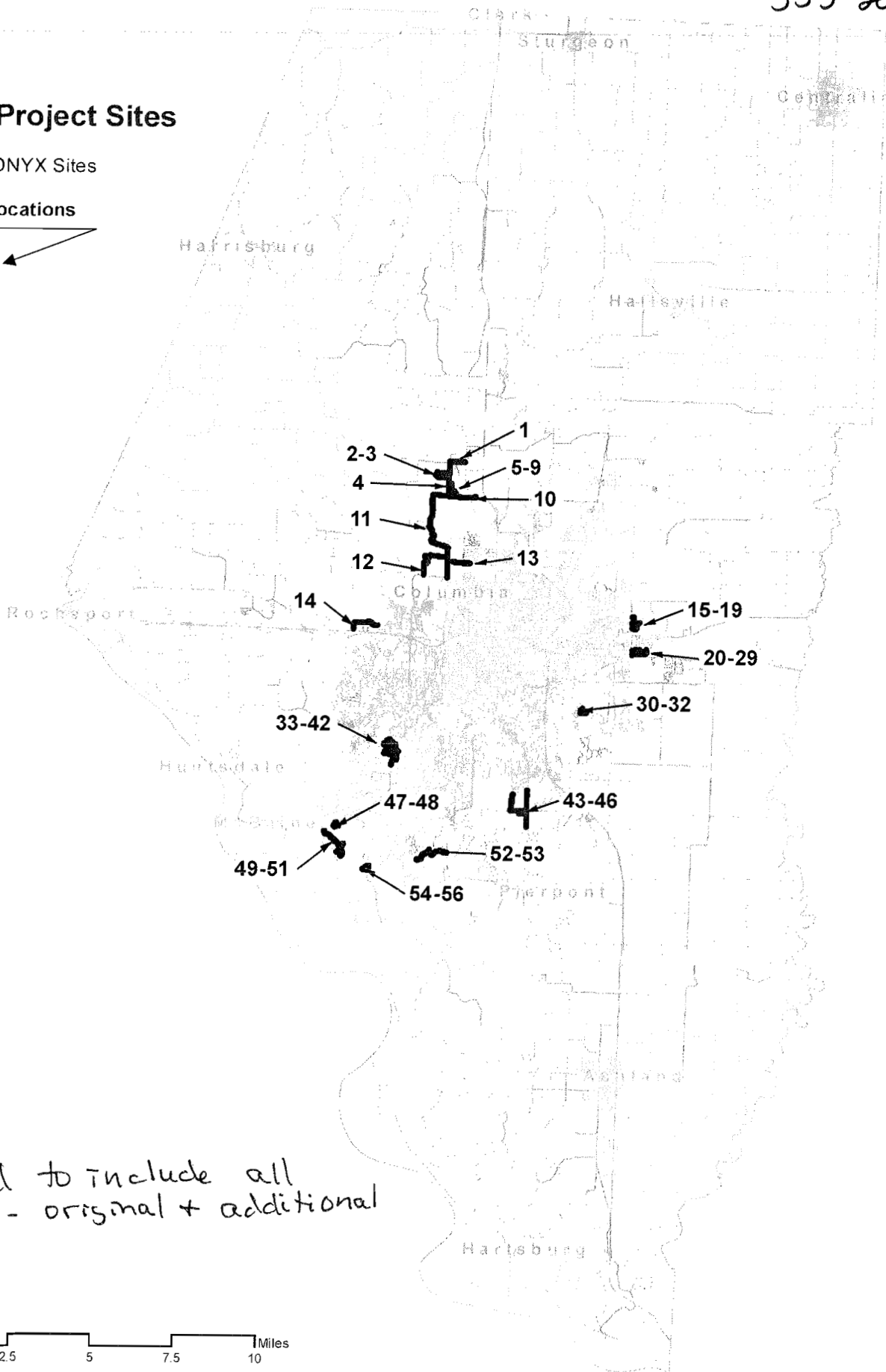
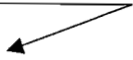
# Boone County 2015 ONYX Fog Seal

333-2015

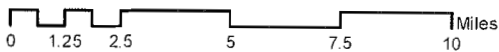
## 2015 Project Sites

ONYX Sites

Site # Locations



Updated to include all areas - original + additional





**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of August

20 15

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

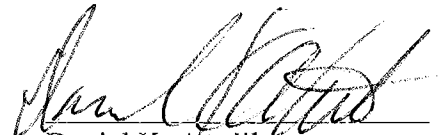
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the TCPN Cooperative Agreement for the attached Interlocal Agreement with Region 4 Education Service Center.

The terms of this agreement are stipulated in the attached Interlocal Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Interlocal Agreement – Region 4 Education Service Center.

Done this 4th day of August, 2015.

ATTEST:

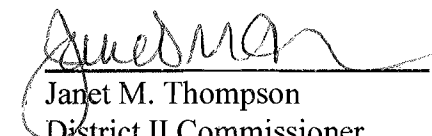
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

334-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 20, 2015  
RE: Interlocal Agreement – Region 4 Education Service Center – TCPN  
Cooperative

Attached is an Interlocal Agreement with Region 4 Education Service Center to use the TCPN cooperative agreements. All TCPN contracts are competitively bid, evaluated and awarded by a government entity serving in the lead agency role. TCPN's primary lead agency is Region 4 Education Service Center, which was established in 1967 by the State of Texas.

Purchasing wishes to put this Interlocal Agreement in place so we can order Teknion furniture from the cooperative in the future if needed from Inside the Lines. We previously were using Public Sourcing Solutions cooperative contract 312495 which will expire on June 30, 2015.

ATTACHMENT: Interlocal Agreement

cc: Contract File

# INTERLOCAL AGREEMENT Region 4 Education Service Center

## Contracting Parties

Boone County - Missouri  
School District or Public Entity

\_\_\_\_\_  
County-District Number

Region 4 Education Service Center

101 - 950  
County-District Number

This agreement is effective 8-4-15 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

### Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

### Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

### Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

**School District or Public Entity**

Boone County, Missouri

By

*[Signature]*  
Authorized Signature

**Region 4 Education Service Center**

By

*[Signature]*  
Authorized Signature

RESIGNING COMMISSIONER  
Title

8-4-15  
Date

Region 4 ESC Chief Financial Officer  
Title

7-16-15  
Date

Melinda Bobbitt  
Contact Person

Director of Purchasing  
Title of Contact

613 E. Ash Street, Room 110  
Street Address

Columbia Mo 65201  
City, State Zip

573-886-4391  
Contact's Telephone Number

mbobbitt@boonecounty.mo.org  
E-mail Address

Telephone Number

robert.zingelmann@esc4.net  
Email Address

**APPROVED AS  
TO LEGAL FORM**  
*[Signature]*  
DATE: 7/21/15

**CERTIFICATION:**

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

Jan E. Stohrer 7/21/15 No Encumbrance  
Auditor Date Required

5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

#### **General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

# TCPN Standard Membership Agreement

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of- state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 4th day of August 20 15

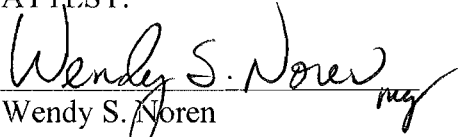
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

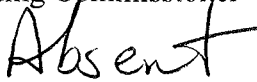
Done this 4th day of August, 2015

ATTEST:

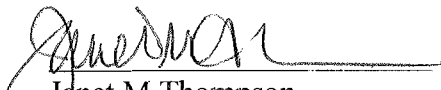
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner

  
 Absent

Karen M. Miller  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

**Boone County Purchasing**  
**David Eagle**  
Office Specialist



613 E. Ash Street  
Columbia, MO 65201  
Phone: (573) 886-4394

**MEMORANDUM**

**TO:** Boone County Commission  
**FROM:** David Eagle  
**RE:** Surplus Disposal  
**DATE:** July 21, 2015

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	<b>Asset #</b>	<b>Description</b>	<b>Make &amp; Model</b>	<b>Department</b>	<b>Condition of Asset</b>	<b>Serial #</b>
1.	NO TAG	TV / VCR COMBO	EMERSON MODEL EWC 1304A	SHERIFF	OLD	
2	13308	MPH SPEEDGUN		SHERIFF	OLD BUT STILL WORKS	
4	NO TAG	K9 BITE SUIT		SHERIFF	GOOD	
5	NO TAG	LIGHTBARS (2)	MX7000	SHERIFF	POOR	K366128 AND L00270248
6	10901	METAL PARTITION FOR FORD CROWN VICTORIA	SETINA BODY GUARD	SHERIFF	POOR	
7	NO TAG	PERCEPTION TELECOM UNIT	TOSHIBA	SHERIFF	OLD	PLEASE REMOVE FROM INVENTORY
9	NO TAG	SMALL RECORDER WITH CASE AND CORD	OLYMPUS	COMMISSION	NOT WORKING	



10	8553	TAN EXECUTIVE CHAIR		PROSECUTING ATTORNEY	BROKEN	PLEASE REMOVE FROM INVENTORY
11	NO TAG	GREEN TASK CHAIR		JUVENILE	WORN	
12	1895	BLUE OFFICE CHAIR		CIRCUIT CLERK	FAIR	
14	NO TAG	DESK TOP SORTER		CIRCUIT CLERK	GOOD	
15	NO TAG	HANGING MAILSORTER		CIRCUIT CLERK	GOOD	
16	NO TAG	BOX OF BOOK ENDS AND PAPER TRAYS HOLDERS		CIRCUIT CLERK	GOOD	
17	NO TAG	FOUR OLD CALCULATORS		CIRCUIT CLERK	POOR	
18	NO TAG	SMALL TABLE		CIRCUIT COURT	FAIR	
19	NO TAG	SMALL COMPUTER TABLE		CIRCUIT COURT	FAIR	
21	NO TAG	FOUR OFFICE CHAIRS		CIRCUIT COURT	POOR	PLEASE REMOVE FROM INVENTORY
22	NO TAG	DESK PHONE		CIRCUIT CLERK	POOR	
23	NO TAG	HOMEMADE ROLLING FILE CART		ASSESSOR	FAIR	

24	NO TAG	CELL PHONE	NOKIA 6385	ASSESSOR	OLD	
25	NO TAG	COMPUTER SPEAKERS		ASSESSOR	WORKS	
26	NO TAG	ELEVEN OLD OFFICE PHONES		ASSESSOR	POOR	
27	7454	OFFICE CHAIR		ASSESSOR	POOR	
28	7976	PHONE	MERIDIAN	ASSESSOR	OLD/WORKS	
29	9076	PHONE	NT	ASSESSOR	OLD/WORKS	
30	9078	PHONE	MERIDIAN BUSINESS SET - NT4X35	ASSESSOR	POOR	
31	10697	PHONE	MERIDIAN BUSINESS SET - NT4X35	ASSESSOR	POOR	
32	NO TAG	WOODEN OFFICE CHAIR WITH ARMS		CIRCUIT COURT	BROKEN/ UNUSABLE	
33.	10858	PORTABLE RADIO	MOTOROLA HT1000	SHERIFF	DESTROYED BY DEPARTMENT	PLEASE REMOVE FROM INVENTORY
34.	12283	PORTABLE RADIO	MOTOROLA HT1000	SHERIFF	DESTROYED BY DEPARTMENT	PLEASE REMOVE FROM INVENTORY

cc: Heather Acton. Auditor's office Surplus File

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 5-14-15

FIXED ASSET TAG NUMBER: none

DESCRIPTION: Emerson Model EWC1304A TV VCR Combo  
S/N = V48564692

REQUESTED MEANS OF DISPOSAL: any

OTHER INFORMATION: n/a

CONDITION OF ASSET: old

REASON FOR DISPOSITION: no longer need

**RECEIVED**

MAY 14 2015

**BOONE COUNTY AUDITOR**

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 5-14-15

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HR

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

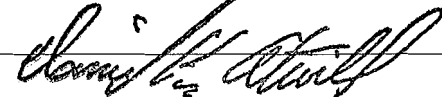
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05-14-15

FIXED ASSET TAG NUMBER: 13308

DESCRIPTION: MPH Speedgun

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: Old but still works

REASON FOR DISPOSITION: Replaced

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 05-14-15

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff's

SIGNATURE 

### AUDITOR

ORIGINAL PURCHASE DATE 5-14-02

RECEIPT INTO 1190-3836 HA

ORIGINAL COST 1595

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1604

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

RECEIVED  
MAY 13 2015  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 03-13-15

FIXED ASSET TAG NUMBER: None

DESCRIPTION: K9 Bite Suit, complete suit

REQUESTED MEANS OF DISPOSAL: Sell on gov deals

OTHER INFORMATION: There are no tags, we are assuming this item is a XL

CONDITION OF ASSET: Very old, but in good shape and still usable

REASON FOR DISPOSITION: No longer used

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 03-13-15

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE

NO DATA

RECEIPT INTO

1190-3836 Ha

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

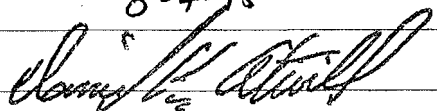
COMMISSION ORDER NUMBER

335-2015

DATE APPROVED

3-4-15

SIGNATURE



RECEIVED

MAR 13 2015

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05-05-2015

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: MX7000 LIGHTBARS (QTY 2; SERIAL NUMBERS K366128 AND L00270248)

REQUESTED MEANS OF DISPOSAL: SURPLUS

**RECEIVED**

OTHER INFORMATION:

MAY 12 2015

CONDITION OF ASSET: Poor. Parts and hardware missing.

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: Obsolete

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 05-05-2015

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF / ENFORCEMENT SIGNATURE *D. Alexander* D. Alexander

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05-05-2015

FIXED ASSET TAG NUMBER: 10901

DESCRIPTION: Setina Body Guard metal partition for Ford Crown Victoria

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: Recycle (metal)

MAY 12 2015

OTHER INFORMATION:

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: Poor. Parts and hardware missing.

REASON FOR DISPOSITION: Obsolete

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 05-05-2015

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF / ENFORCEMENT

SIGNATURE

*D. Alexander*  
D. Alexander

### AUDITOR

ORIGINAL PURCHASE DATE 4-24-1997

RECEIPT INTO 1190-3836 HA

ORIGINAL COST 318.25

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *David K. Stull*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 6/3/15

FIXED ASSET TAG NUMBER: None

DESCRIPTION: Toshiba Perception telecom unit

REQUESTED MEANS OF DISPOSAL: Destory sensitive data and recycle metal case via T&S contract

**RECEIVED**

OTHER INFORMATION: n/a

JUN 04 2015

CONDITION OF ASSET: Very old

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: Replaced with new system

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A - department will destroy and recycle

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-18-15 FIXED ASSET TAG NUMBER:

DESCRIPTION: small recorder w/case + cord

REQUESTED MEANS OF DISPOSAL: ?

OTHER INFORMATION:

CONDITION OF ASSET: not working

REASON FOR DISPOSITION: " "

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1121

SIGNATURE 

**AUDITOR**

NO DATA

ORIGINAL PURCHASE DATE \_\_\_\_\_

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 06/01/2015

FIXED ASSET TAG NUMBER: 8553

DESCRIPTION: Tan Executive Chair

REQUESTED MEANS OF DISPOSAL: Remove from PA Office

OTHER INFORMATION:

CONDITION OF ASSET: Arm loose

REASON FOR DISPOSITION: Do not want

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP, Please - Taking up space in the hallway in front of our conference room.

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Prosecuting Attorney

SIGNATURE

*Bonnie Atkins*

**AUDITOR**

ORIGINAL PURCHASE DATE 1/28/92

RECEIPT INTO 1190-3836 Ha

ORIGINAL COST \$570

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2782

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1602

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *[Signature]*

**RECEIVED**

JUN 01 2015

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 05/21/15

FIXED ASSET TAG NUMBER: N/A

DESCRIPTION: **Green Task Chair**

REQUESTED MEANS OF DISPOSAL: **Transfer/Destroy**

OTHER INFORMATION:

CONDITION OF ASSET: **Worn**

REASON FOR DISPOSITION: **Chairs are broken/unsafe/worn. New chairs have been purchased.**

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **ASAP**

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: **1241-Juvenile Office**

SIGNATURE

*[Handwritten Signature]*

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *[Handwritten Signature]*

**RECEIVED**

MAY 28 2015

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: MAY 26, 2015

FIXED ASSET TAG NUMBER: 1895

**RECEIVED**

DESCRIPTION: BLUE OFFICE CHAIR

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: CHAIR LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE

*Debbie Lee*

**AUDITOR**

ORIGINAL PURCHASE DATE 11-14-83

RECEIPT INTO 1190-3836 *HA*

ORIGINAL COST \$50

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1602

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *Samuel A. Stull*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

**RECEIVED**

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

MAY 26 2015

DESCRIPTION: DESK TOP SORTER

**BOONE COUNTY AUDITOR**

REQUESTED MEANS OF DISPOSAL: SURPLUS

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: GOOD

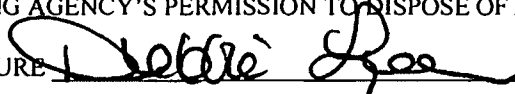
REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: HANGING MAILSORTER

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: GOOD

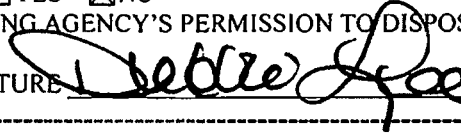
REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 Ha

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: (1) BOX OF BOOK ENDS AND PAPER TRAYS HOLDERS

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: GOOD

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE

*Debbie Deane*

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *Samuel A. Atwill*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: (4) OLDER CALCULATORS

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: SMALL TABLE

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.


CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE

NO DATA

RECEIPT INTO

1190-3836

HA

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

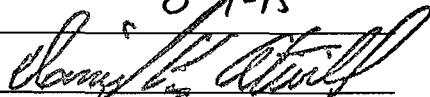
COMMISSION ORDER NUMBER

335-2015

DATE APPROVED

8-4-15

SIGNATURE



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: SMALL COMPUTER TABLE

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: FAIR

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE

*Dottie Lee*

**AUDITOR**

NO DATA

ORIGINAL PURCHASE DATE \_\_\_\_\_

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-11-15

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

**RECEIVED**

DESCRIPTION: (4) OFFICE CHAIRS

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: POOR

REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE

*Debbie Lee*

**AUDITOR**

ORIGINAL PURCHASE DATE

*NO DATA*

RECEIPT INTO

*1190 3836*

*HA*

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

ASSET GROUP

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER

*335-2015*

DATE APPROVED

*8-4-15*

SIGNATURE

*Samuel H. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : MAY 26, 2015

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: DESK PHONE

**RECEIVED**

MAY 26 2015

REQUESTED MEANS OF DISPOSAL: SURPLUS

**BOONE COUNTY AUDITOR**

OTHER INFORMATION: LOCATED IN THE ROOM BEHIND THE 2 SOUTH COURTROOM NEXT TO CHRISTY BLAKEMORES CONFERENCE ROOM.

CONDITION OF ASSET: POOR DOES NOT WORK PROPERLY

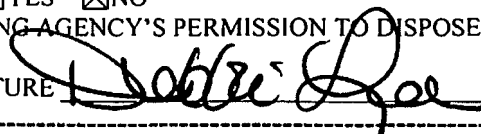
REASON FOR DISPOSITION: SURPLUS

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221 CIRCUIT CLERK'S OFFICE SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15

FIXED ASSET TAG NUMBER:

DESCRIPTION: Gray rolling file cart homemade

REQUESTED MEANS OF DISPOSAL: sell

**RECEIVED**

OTHER INFORMATION:

JUN 16 2015

CONDITION OF ASSET: decent

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: don't use

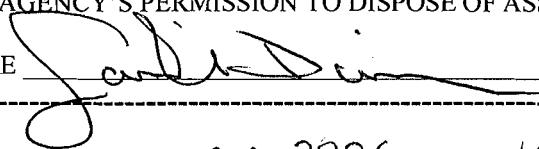
COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Dir/Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 2010-3836 Ha

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15 FIXED ASSET TAG NUMBER:

DESCRIPTION: Nokia 6385 cell phone

REQUESTED MEANS OF DISPOSAL: throw away or give away

OTHER INFORMATION:

CONDITION OF ASSET: old

REASON FOR DISPOSITION: don't use

**RECEIVED**

JUN 16 2015

**BOONE COUNTY AUDITOR**

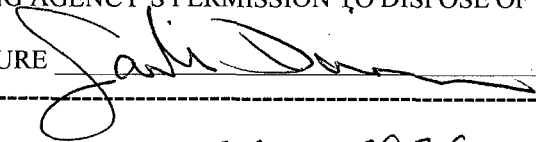
COUNTY COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/ Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 2010-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

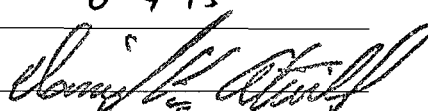
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15 FIXED ASSET TAG NUMBER:

DESCRIPTION: Computer Speakers

REQUESTED MEANS OF DISPOSAL: give away

OTHER INFORMATION:

CONDITION OF ASSET: works

REASON FOR DISPOSITION: don't use

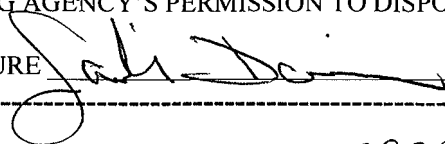
COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010 / Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 2010-3836 Ha

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 336-2015

DATE APPROVED 8-4-15

SIGNATURE 

**RECEIVED**

JUN 16 2015

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15 FIXED ASSET TAG NUMBER:

RECEIVED

DESCRIPTION: 11 old office phones

JUN 16 2015

REQUESTED MEANS OF DISPOSAL: throw away

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: not a ll parts with the phones

REASON FOR DISPOSITION: upgraded

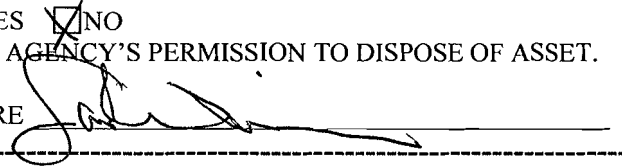
COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 2010-3836 Ha

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE 



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15

FIXED ASSET TAG NUMBER: 07454

DESCRIPTION: Office Chair

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: throw away

JUNUN 16 2015

OTHER INFORMATION:

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: broke

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/ Assessor

SIGNATURE

**AUDITOR**

ORIGINAL PURCHASE DATE 9-2-92

RECEIPT INTO 2010-3836 *HA*

ORIGINAL COST \$275.00

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2743

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1602

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *Donna H. Atwell*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15

FIXED ASSET TAG NUMBER: 07976

DESCRIPTION: Meridian phone

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: throw away

JUN 16 2015

OTHER INFORMATION:

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: old / works

REASON FOR DISPOSITION: upgraded

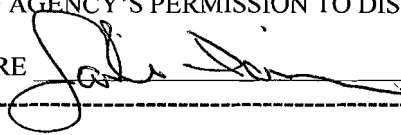
COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 9-9-93

RECEIPT INTO 2010-3836

HA

ORIGINAL COST 8272.95

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2743

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

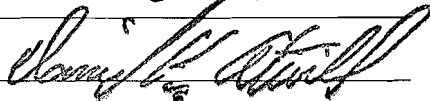
\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED

8-4-15

SIGNATURE



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15

FIXED ASSET TAG NUMBER: 09076

DESCRIPTION: NT phone

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: throw away

JUN 16 2015

OTHER INFORMATION:

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: old but works

REASON FOR DISPOSITION: upgraded

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/Assessor

SIGNATURE

**AUDITOR**

ORIGINAL PURCHASE DATE 6-23-95

RECEIPT INTO 2010-3836 HA

ORIGINAL COST \$85.24

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2743

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15

FIXED ASSET TAG NUMBER: 09078

DESCRIPTION: Meridian Business Set  
Phone - NT4X35

RECEIVED

REQUESTED MEANS OF DISPOSAL: throw away

JUN 16 2015

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: upgraded

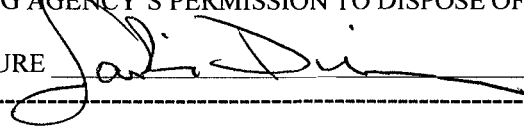
COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010 Assessor

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 6-23-95

RECEIPT INTO 2010-3836 HA

ORIGINAL COST \$176.73

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2743

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

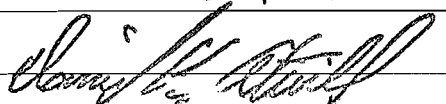
TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-16-15 FIXED ASSET TAG NUMBER: 10697

DESCRIPTION: meridian Business Set  
model - NT4x35

REQUESTED MEANS OF DISPOSAL: throw away

OTHER INFORMATION:

CONDITION OF ASSET: poor

REASON FOR DISPOSITION: upgraded

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer/equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2010/Assessor SIGNATURE: [Signature]

**AUDITOR**  
ORIGINAL PURCHASE DATE 7-16-96 RECEIPT INTO 2010-3836 HA  
ORIGINAL COST 198.55 GRANT FUNDED (Y/N) N  
ORIGINAL FUNDING SOURCE 2743 GRANT NAME \_\_\_\_\_  
ASSET GROUP 1604 % FUNDING \_\_\_\_\_  
AGENCY \_\_\_\_\_  
DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_  
TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:  
\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_  
LOCATION WITHIN DEPARTMENT \_\_\_\_\_  
INDIVIDUAL \_\_\_\_\_  
\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS  
\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015  
DATE APPROVED 8-4-15  
SIGNATURE [Signature]

**RECEIVED**  
JUN 16 2015  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 06/24/15

FIXED ASSET TAG NUMBER: No Tag

DESCRIPTION: **Wooden office chair with arms.**

REQUESTED MEANS OF DISPOSAL: **Surplus**

OTHER INFORMATION: **Chair is located on 3<sup>rd</sup> floor of courthouse in the Court Marshal's office**

CONDITION OF ASSET: **Poor**

REASON FOR DISPOSITION: **broken/unusable**

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: **Circuit Court**

SIGNATURE

*May Eggen*

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *Donna K. Atwell*

RECEIVED

JUN 26 2015

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 06-03-2015

FIXED ASSET TAG NUMBER: 10858

DESCRIPTION: Motorola HT1000 portable radio

RECEIVED

REQUESTED MEANS OF DISPOSAL: ~~sell~~ DESTROY

JUN 05 2015

OTHER INFORMATION: serial #: 402AXA9315

BOONE COUNTY AUDITOR

CONDITION OF ASSET: No battery, no antenna, no battery charger, no accessories

REASON FOR DISPOSITION: Obsolete, needs repair

COUNTY / COURT IT DEPT. (check one)  DOES  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF / ENFORCEMENT

SIGNATURE

*D. Alexander*  
D. Alexander

### AUDITOR

ORIGINAL PURCHASE DATE 3-20-97

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \$630.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *David L. Stull*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 06-03-2015

FIXED ASSET TAG NUMBER: 12283

DESCRIPTION: Motorola HT1000 portable radio

**RECEIVED**

REQUESTED MEANS OF DISPOSAL: ~~sell~~ DESTROY

JUN 05 2015

OTHER INFORMATION: Serial #: 402TZW4243

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: No battery, no antenna, no battery charger, no accessories

REASON FOR DISPOSITION: Obsolete, needs repair.

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF / ENFORCEMENT SIGNATURE *D. Alexander* D. Alexander

**AUDITOR**

ORIGINAL PURCHASE DATE 6-1-00

RECEIPT INTO 1190-3836 HQ

ORIGINAL COST 704.06

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

ASSET GROUP 1604

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 335-2015

DATE APPROVED 8-4-15

SIGNATURE *[Signature]*



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

4th

day of

August

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 34-24JUN15 – Electrical Services Term & Supply as follows:

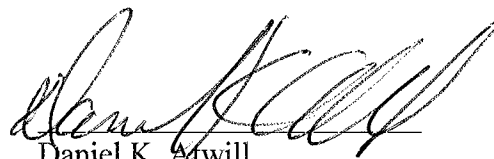
- Primary Supplier: MME, Inc. d/b/a Mid Missouri Electric, LLC
- Secondary Supplier: Schneider Electric of Jefferson City, LLC
- Tertiary Supplier: Meyer Electric Company, Inc.

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

Done this 4th day of August, 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 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 23, 2015  
RE: Bid Award Recommendation for Electrical Services Term & Supply  
Request for Bid Number: 34-24JUN15

The Electrical Services bid opened on June 24, 2015 with three bids received. Upon completion of the bid evaluation, Facilities Maintenance, Public Works, and the Sheriff's Department all recommend awarding as follows for the lowest and best bids in the following order:

Primary Supplier: MME, Inc. d/b/a Mid Missouri Electric, LLC  
Secondary Supplier: Schneider Electric of Jefferson City, LLC  
Tertiary Supplier: Meyer Electric Company, Inc.

The Term and Supply contract period is from August 1, 2015 through July 31, 2015 with four 1-year renewal periods.

Invoices will be paid from Account 60100 – Building Repairs/Maintenance. The departments and the amount budgeted for each are as follows:

6100 – Facilities and Grounds Maintenance / \$6,180.00  
2040 – Public Works Maintenance Operations / \$20,000.00  
1256 – Sheriff/Corrections Building Housekeeping/Maintenance / \$24,104.00

The bid tabulation and department recommendations are attached for your information.

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

**THIS AGREEMENT** dated the 4th day of August 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MME, Inc. d/b/a Mid Missouri Electric, LLC**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Electrical Services Term and Supply**, County of Boone Request for Bid number **34-24JUN15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification of Individual Bidder and Affidavit, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **June 22, 2015** and executed by **Karen H. Slates**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **August 1, 2015 and extend through July 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. **MME, Inc. d/b/a Mid Missouri Electric, LLC** shall act as the primary supplier and shall furnish Electrical Services for the County. The Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

**4. Billing and Payment** - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional

agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**MME, INC. D/B/A  
MID MISSOURI ELECTRIC, LLC**

by Loren J. Slate  
 title President  
 address 1917 Paris Rd  
Columbia, MO 65201

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:  
J. Balcer  
 County Counselor

ATTEST:  
Wendy S. Noren  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
 Signature by ag

6100, 1256, 2040 / 60100 / Term & Supply  
 7/23/15 No Encumbrance Reversal  
 Date Appropriation Account

5. RESPONSE FORM

**Company Information**

Name: MME Inc db/a Mid Missouri Electric  
Address: 1917 Paris Road, Columbia, MO 65201  
Phone Number: 573-875-1545 Fax Number: 573-442-5673  
Email: chris@midmissourielectric.com Federal Tax ID: 43-1236184

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	<u>20</u> % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	<u>20</u> % markup
Material \$6,000.00 and up (markup over Contractor cost)	<u>15</u> % markup
Rental Equipment (markup over Contractor cost) per unit	<u>15</u> % markup

Repair Services / Non-Prevailing Wage	Unit Price
Labor (Straight Time)	\$ <u>60.00</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>60.00</u> /hr
Labor (Nights/Weekends)	\$ <u>90.00</u> /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>90.00</u> /hr

Labor (Holidays as listed by Bidder on Response Form) \$ 120.00 /hr  
 Rate per hour for each additional technician (Holidays) \$ 120.00 /hr  
 Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs) \$                      /hr

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time) \$ 69.75 /hr  
 Rate per hour for each additional technician (Straight Time) \$ 69.75 /hr  
 Labor (Nights/Weekends) \$ 104.63 /hr  
 Rate per hour for each additional technician (Nights/Weekends) \$ 104.63 /hr  
 Labor (Holidays as listed by Bidder on Response Form) \$ 139.50 /hr  
 Rate per hour for each additional technician (Holidays) \$ 139.50 /hr  
 Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs) \$                      /hr

**Emergency Twenty-Four Hour Service Contact**

Name: Chris Roberts  
 Job Title: Estimator  
 Phone Number: 573-489-4241

**Holidays**

List the holidays observed by your company: New Year's, Memorial, Independence, Labor, Veteran's, Thanksgiving, Christmas  
per annual wage order No. 21

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: \_\_\_\_\_%

Second Renewal Term: \_\_\_\_\_%

Third Renewal Term: \_\_\_\_\_%

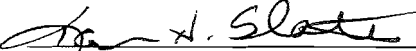
based off wage rate #21 now  
so whatever increase  
happens on next wage rate

**Cooperatives**

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

**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 (Print Name): Karen H. Slates

  
Signature

6-22-15  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: MME Inc. db/a Mid Missouri Electric
2. Business Address: 1917 Paris Road, Columbia, MO 65201
3. When Organized: 1978
4. When Incorporated: 1978
5. List federal tax identification number: 431236184. 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: 37
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: 95%
9. Have you ever failed to complete any work awarded to your company?  
 Yes  No  
If yes, 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 projects currently in progress: OPUS Apts, Boulder Spring Apts, The Lofts, Primrose, The Residence's, Riverbirch Apts.
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

\* Attach additional sheets as necessary \*



**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

**1. Prior Services Performed for:**

Company Name:

Address:

City of Columbia - maintenance contract  
for past 10 years

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

\* Boone county maintenance contract

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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

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

County of Boone )  
 )ss  
 State of Missouri )

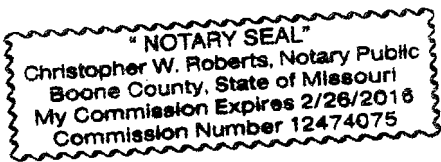
My name is Karen H. Slates. I am an authorized agent of MME, Inc  
 \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work  
 authorization program for all employees working in connection with services provided to the  
 County. This business does not knowingly employ any person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

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

Karen H. Slates 6-22-15  
 Affiant Date

Karen H. Slates  
 Printed Name

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



Christopher W Roberts  
 Notary Public

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

Karen H. Slates      6-22-15  
Applicant                      Date  
for MME, Inc

Karen H. Slates  
Printed Name

**MISSOURI**  
DRIVER LICENSE

CLASS: 1  
ADD. NO.: 1980482864  
STATES  
KAREN HOBLICK  
COLUMBIA, MO 65203  
RESTRICTIONS: A  
SEX: F  
EYES: BLU  
EXPIRES: 10/08/2014  
DONOR

10/27/2020  
1980482864  
10/08/2014  
1980482864

*OLM...*

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

State of Missouri )  
County of Boone )SS.

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

6-22-15  
Date

Karen H. Slates for MME, Inc  
Signature

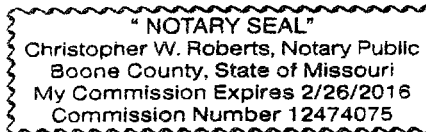
MME, Inc  
FEIN 43-1236184  
Social Security Number  
or Other Federal I.D. Number

Karen H. Slates  
Printed Name

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

Christopher W. Roberts  
Notary Public

My Commission Expires:



**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.

Karen H. Slater President MME, Inc  
Print Name and Title of Authorized Representative

Karen H. Slater  
Signature

6-22-15  
Date

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

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

Karen H. Slates, President of the (name of company)

MME (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination

NO. 22 issued by the Division of Labor Standards on the 10th day of March 20 15, in carrying out the Contract and work in connection with

(name of project) Electrical Services located at

(name of institution) Boone County in Boone County,

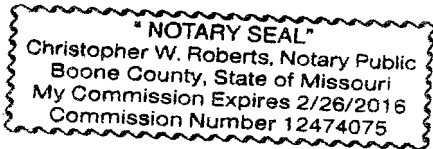
Missouri and completed on the 22nd day of June, 20 15.

Karen H. Slates  
Signature

Subscribed and sworn to me this 22nd day of June, 20 15.

My commission expires Feb 26, 20 16.

Christopher W. Roberts  
Notary Public





**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of Boone )  
State of Missouri )ss )

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

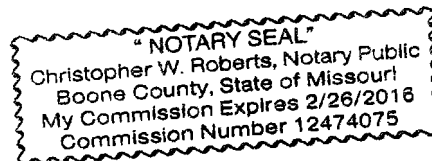
NAME OF PROJECT: Boone County - Electrical Services

Karen H. Slates 6-22-15  
Affiant Date

Karen H. Slates  
Printed Name

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

Christopher W. Roberts  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2015

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

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

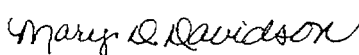
<b>PRODUCER</b> The Insurance Group, Inc. 200 East Southampton Drive Columbia, MO 65203 Mary Davidson, CIC	<b>CONTACT NAME:</b> Mary Davidson <b>PHONE (A/C, No, Ext):</b> 573-875-4800 <b>E-MAIL ADDRESS:</b> m davidson@theinsurancegrp.com	<b>FAX (A/C, No):</b> 573-875-4514
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>MME, Inc.</b> <b>dba Mid Missouri Electric</b> 1917 Paris Rd Columbia, MO 65201	<b>INSURER A :</b> AmGuard-Berkshire Hathaway Gua	
	<b>INSURER B :</b> United Fire & Casualty Co.	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

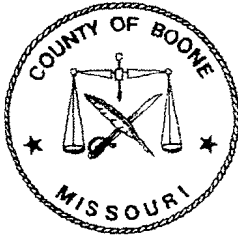
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60354437	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60354437	11/30/2014	11/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			60354437	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MMWC581145	11/30/2014	11/30/2015	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			60354437	11/30/2014	11/30/2015	Leased or Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 34-24JUN15. Boone County is an additional insured as their interest may appear on the general liability and automobile liability. 30 day notice of cancellation except 10 day non-payment. Waiver of subrogation on the general liability.

<b>CERTIFICATE HOLDER</b>  Boone County 613 E Ash, Room 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer

Phone: (573)886-4392

Fax: (573)886-4390

[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 34-24JUN15

Bid Title: Electrical Services – Term and Supply

#### SUBMISSION INFORMATION

Due Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
  2. Contract Conditions and Requirements
  3. Primary Specifications
  4. Response Presentation and Review
  5. Response Form
- Attachment A. Statement of Bidder's Qualifications and Prior Experience  
Attachment B. Compliance with House Bill 1549 and Work Authorization  
Attachment C. Certification of Individual Bidder and Affidavit  
Attachment D. Debarment Certification  
Attachment E. Affidavit for Compliance with Prevailing Wage  
Attachment F. Affidavit of Compliance with OSHA Training  
Attachment G. Standard Terms and Conditions  
Attachment H. No Bid Response Form  
Attachment I. State Prevailing Wage Order No. 22

## 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 the following Sections of this Request for Bid.

### 1.2. DEFINITIONS

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

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

1.2.1.3. 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.

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

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

1.2.2.3. 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 - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 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 Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD - Award shall 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 Contractor'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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD –Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. CONTRACT RENEWAL – The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor

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

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

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

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

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

- 2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. CRIMINAL BACKGROUND CHECK - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project.
- 2.4. 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.

- 2.5. 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.
  - 2.5.1. 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.**
  - 2.5.2. 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.
  
- 2.6. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall 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. 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.
  - 2.6.1. 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.
  
- 2.7. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are “major repairs”. Any questions regarding “major repairs” should be addressed to the

Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org), or call the Purchasing offices at 573-886-4392. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.7.1. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.7.2. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project’s acceptance.
- 2.7.3. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.7.4. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.7.5. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.7.6. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

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

2.9. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) 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. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.10.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:

- a. County's Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor's cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project

h. Total costs of labor

*Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.*

2.10.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Public Works, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

### 3. PRIMARY SPECIFICATIONS

---

- 3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.
- 3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 25-31MAY11, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2011. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2011 Bid Archives.
- 3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.
- 3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:
  - 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
  - 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.

- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.
- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall to be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
  - b. National Electric Code, latest edition.
  - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor's final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

### 3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

### 3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4392.
- 3.6.1.1. Service location include, but are not limited to:  
Boone County Government Center, 801 East Walnut Street, Columbia  
Boone County Sheriff's Department, 2121 County Drive, Columbia  
Sheriff's Department Annex, 2111 County Drive, Columbia  
Boone County Courthouse, 705 East Walnut Street, Columbia  
Boone County Public Works, 5551 Tom Bass Road, Columbia  
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia  
Boone County Annex, 613 East Ash Street, Columbia  
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia  
Johnson Building, 605 East Walnut Street, Columbia
- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: [chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org).
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Public Works, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to

utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered “Non-Exclusive”. The County reserves the right to obtain service from other suppliers.

3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their 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.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number** and the due date and time.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 4.4. 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.
- 4.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance



with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

- 4.8. EVALUATION PROCESS - 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.
- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

## **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 34-24JUN15**

**Bid Title: Electrical Services – Term and Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

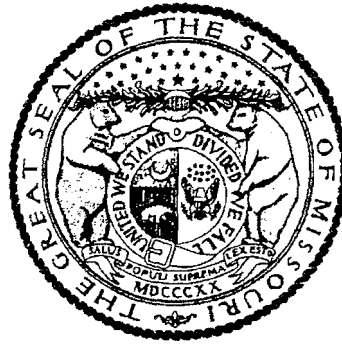
# Attachment I

## Annual Wage Order No. 22

# 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

Building Construction Rates for  
BOONE County

Section 010

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

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.



Heavy Construction Rates for  
BOONE County

Section 010

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		\$28.88	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.

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

**THIS AGREEMENT** dated the 4th day of August 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and ~~K-Tech Corp d/b/a~~ <sup>JH</sup> **Schneider Electric of Jefferson City, LLC**, herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Electrical Services Term and Supply**, County of Boone Request for Bid number **34-24JUN15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **June 22, 2015** and executed by **JC Harker**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **August 1, 2015 and extend through July 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County: ~~K-Tech Corp d/b/a~~ <sup>JH</sup> **Schneider Electric of Jefferson City, LLC** shall act as the secondary supplier and shall furnish Electrical Services for the County. The Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

**4. Billing and Payment** - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional

charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

~~K-TECH~~<sup>JH</sup> **SCHNEIDER ELECTRIC OF JEFFERSON CITY, LLC**

**BOONE COUNTY, MISSOURI**

by *Justin Harker*

by: Boone County Commission

title Owner - partner

*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

address 414 W. Dunklin St.

Jefferson City, MO. 65101

APPROVED AS TO FORM:

ATTEST:

*[Signature]*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*Jane E. Pitchford*  
Signature by *agl*

6100, 1256, 2040 / 60100 / Term & Supply  
7/23/15 No Encumbrance Required  
Date Appropriation Account

5. RESPONSE FORM

**Company Information**

Name: Schneider Electric of Jefferson City, LLC

Address: 414 West Dunklin Street Jefferson City, MO. 65101

Phone Number: 573-636-4101 Fax Number: 573-636-4424

Email: contracts@secojc.com Federal Tax ID: 46-2923804

- Corporation
- Partnership Name: James Loehner, Dennis Bausinger, Justin Harker, Simon Edwards
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	<u>15</u> % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	<u>15</u> % markup
Material \$6,000.00 and up (markup over Contractor cost)	<u>15</u> % markup
Rental Equipment (markup over Contractor cost) per unit	<u>5</u> % markup

Repair Services / Non-Prevailing Wage	Unit Price
Labor (Straight Time)	\$ <u>69.00</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>69.00</u> /hr 98.00/Sat
Labor (Nights/Weekends)	\$ <u>130.00</u> /Sun-Holidays/hr 98.00/Saturdays
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>130.00</u> /Sun. & Holidays/hr

Labor (Holidays as listed by Bidder on Response Form	<u>\$130.00/Sun.&amp;Holidays</u> <u>/hr</u>
Rate per hour for each additional technician (Holidays)	<u>\$130.00/Sun.&amp;Holidays</u> <u>98.00/Saturdays</u>
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	<u>\$130.00/Sun.&amp;Holidays</u> <u>/hr</u>

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time)	<u>\$ 69.00</u> /hr
Rate per hour for each additional technician (Straight Time)	<u>\$ 69.00</u> /hr <u>98.00/Saturdays</u>
Labor (Nights/Weekends)	<u>\$130.00/Sun.&amp;Holidays</u> <u>98.00/Saturdays</u>
Rate per hour for each additional technician (Nights/Weekends)	<u>\$130.00/Sun.&amp;Holidays</u> <u>/hr</u>
Labor (Holidays as listed by Bidder on Response Form	<u>\$130.00/Sun.&amp;Holidays</u> <u>/hr</u>
Rate per hour for each additional technician (Holidays)	<u>\$130.00/Sun.&amp;Holidays</u> <u>98.00/Saturdays</u>
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	<u>\$130.00/Sun.&amp;Holidays</u> <u>/hr</u>

**Emergency Twenty-Four Hour Service Contact**

Name: JC Harker

Job Title: owner - partner

Phone Number: 573-301-2632

**Holidays**

List the holidays observed by your company: Christmas, Thanksgiving, Fourth of July

Labor Day, Memorial Day, New Yeas Day, Veterans Day

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.



First Renewal Term: 0 %

Second Renewal Term: 3 %

Third Renewal Term: 6 %

**Cooperatives**

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

**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 (Print Name): JC Harker, Owner

*Justin Harker*  
Signature

6/22/15  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: Schneider Electric of Jefferson City, LLC
2. Business Address: 414 West Dunklin Street Jefferson City, MO. 65101
3. When Organized: 09-01-13
4. When Incorporated: \_\_\_\_\_
5. List federal tax identification number: 46-2923804. If not incorporated, state type of business (sole proprietor, partnership, or other): partnership. Fed tax ID or SS number: \_\_\_\_\_
6. Number of years engaged in business under present firm name: 1.5
7. If you have done business under a *different name*, please give name and business location under that name: K-Tech d/b/a Schneider Electric Company, Inc.
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 yes, 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 projects currently in progress: Available upon request  
\_\_\_\_\_
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

**\* Attach additional sheets as necessary \***

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

**1. Prior Services Performed for:**

Company Name: University of Missouri Science and Technology  
Address: Rolla, MO

Contact Name: Ron Boggs  
Telephone Number: 573-341-7619

Date of Contract: 06-08-15  
Length of Contract: 1 year

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

Electrical Emergency service and Maintenance

**2. Prior Services Performed for:**

Company Name: Ameren Missouri  
Address: P. O. Box 66892

St. Louis, MO  
Contact Name: Derrik Collier  
Telephone Number: 573-301-3776

Date of Contract: 1-11-2009  
Length of Contract: 6years

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

Blanket PO 663366 Electrical rapid response to various sites for Ameren MO Bldgs

**3. Prior Services Performed for:**

Company Name: State of Missouri  
Address: P. O. Box 809

Jefferson City, MO. 65201  
Contact Name: Tom Stone  
Telephone Number: 573-526-0582

Date of Contract: Oct. 2009  
Length of Contract: Held for about 12 years (it is bid and renewed every 3 years)

Schneider was not the low bid on the last renewal

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

Electrical Rapid Response Service for State office bldgs.

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

County of Cole )  
 )ss  
State of Missouri )

My name is JC Harker. I am an authorized agent of S.E. of JC, LLC  
(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.

JC Harker      6/22/15  
Affiant                      Date

JC Harker  
Printed Name

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

Wendy M Benne  
Notary Public

WENDY M BENNE Notary Public - Notary Seal STATE OF MISSOURI Cole County Commission # 12380396 My Commission Expires: 6/28/2016
---

**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.

JC Harker, Owner - Secretary

Print Name and Title of Authorized Representative

  
Signature

6/22/15  
Date



## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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



Employment Eligibility Verification

Welcome  
Wendy Benne

User ID  
WBEN1310

Last Login  
04:47 PM - 03/12/2014 Log Out



Click any for help

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

### Company Information

**Company Name:** Schneider Electric of Jefferson City, LLC

[View / Edit](#)

**Company ID Number:** 172541

**Doing Business As (DBA) Name:**

**DUNS Number:**

#### Physical Location:

**Address 1:** 414 West Dunklin Street

**Address 2:**

**City:** Jefferson City

**State:** MO

**Zip Code:** 65101

**County:** COLE

#### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

#### Additional Information:

**Employer Identification Number:** 462923804

**Total Number of Employees:** 20 to 99

**Parent Organization:** K-Tech Corp.

**Administrator:**

#### Organization Designation:

**Employer Category:** Federal Contractor with FAR E-Verify Clause

**Federal Contractor Category:** None of these categories apply

**Employees being verified:** Entire workforce (all new hires and all existing employees throughout the entire company)

**NAICS Code:** 238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)

[View MCO](#)



Company ID Number: 172541

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

**PURPOSE AND AUTHORITY**

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

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

ARTICLE II

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

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

Company ID Number: 172541

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 172541

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

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

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 172541

### ARTICLE III

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 172541

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

##### SERVICE PROVISIONS

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

#### ARTICLE V

##### PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 172541

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Schneider Electric Co., Inc.

Deborah A Twehus

Name (Please type or print)

Title

*Electronically Signed*

12/18/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 172541

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

12/18/2008

Signature

Date







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2015

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

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

PRODUCER Charles L. Crane Agency Co. Charles L. Crane Agency 400 Chesterfield Ctr, Ste 320 Chesterfield, MO 63017	CONTACT NAME:	
	PHONE (A/C, No, Ext): (636) 537-5000	FAX (A/C, No): (636) 537-5009
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  Schneider Electric of Jefferson City LLC 414 West Dunklin Street Jefferson City, MO 65101	INSURER A : Liberty Mutual Fire Ins Co	23035
	INSURER B : Liberty Insurance Corporation	42404
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2291461406054	08/31/2014	08/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS7291461406024	08/31/2014	08/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-461406-044	08/31/2014	08/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2291461406014	08/31/2014	08/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Request for Bid Number: 34-24JUN15

This certificate represents coverage currently in effect and may or may not be in compliance with any written contract.

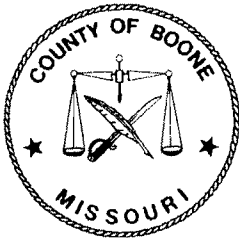
Boone County is included as an additional insured as respects to general and automobile liability as required by written contract with respect to work performed by the named insured(s). Waiver of subrogation applies to general and automobile liability where permitted by law, as required by written agreement. CG2010 0413; LC0443 0512; AC8407; CA2048 1013.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Boone County Purchasing Attn: Cheli Haley 613 East Ash, Room 109 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>W Elliot Benoit</i>
--	---



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 34-24JUN15  
Bid Title: Electrical Services – Term and Supply

#### SUBMISSION INFORMATION

Due Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
  2. Contract Conditions and Requirements
  3. Primary Specifications
  4. Response Presentation and Review
  5. Response Form
- Attachment A. Statement of Bidder's Qualifications and Prior Experience  
Attachment B: Compliance with House Bill 1549 and Work Authorization  
Attachment C: Certification of Individual Bidder and Affidavit  
Attachment D: Debarment Certification  
Attachment E: Affidavit for Compliance with Prevailing Wage  
Attachment F: Affidavit of Compliance with OSHA Training  
Attachment G: Standard Terms and Conditions  
Attachment H: No Bid Response Form  
Attachment I: State Prevailing Wage Order No. 22

## 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 the following Sections of this Request for Bid.
- 1.2. DEFINITIONS
- 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.
- 1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
- 1.2.1.3. 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.
- 1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.2.3. 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 - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

www.showmeboone.com Note: *written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 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 Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
  
- 1.4. AWARD - Award shall 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 Contractor'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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
  
- 1.6. CONTRACT PERIOD –Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
  
- 1.7. CONTRACT RENEWAL – The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor

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

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

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

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

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

- 2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.2. INDEMNITY AGREEMENT - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.2.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.3. CRIMINAL BACKGROUND CHECK - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project.
- 2.4. 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.

2.5. 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.

2.5.1. 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.**

2.5.2. 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.

2.6. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall 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. 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.

2.6.1. 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.

2.7. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the



Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org), or call the Purchasing offices at 573-886-4392. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.7.1. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.7.2. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project’s acceptance.
- 2.7.3. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.7.4. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.7.5. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

- 2.7.6. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.
- 2.8. LIEN WAIVERS - Prior to the release of a project's final payment amount, contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract.
- 2.9. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) 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. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.10.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:
- a. County's Contract Number.
  - b. Name of the County Department that requested the services.
  - c. Address of the County location where work was performed.
  - d. Date(s) work performed.
  - e. Itemized list of materials used and contractor's cost of rental equipment used, if any. Include contract markup percentage and net costs.
  - f. Labor cost per hour with names of crew members on the job.
  - g. Total hours on project

h. Total costs of labor

*Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.*

2.10.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Public Works, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

### 3. PRIMARY SPECIFICATIONS

---

- 3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.
- 3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 25-31MAY11, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2011. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2011 Bid Archives.
- 3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.
- 3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:
  - 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
  - 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.

- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.
- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall to be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
  - b. National Electric Code, latest edition.
  - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor’s final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as ‘specialty’ on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor’s job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

### 3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

### 3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4392.
- 3.6.1.1. Service location include, but are not limited to:  
Boone County Government Center, 801 East Walnut Street, Columbia  
Boone County Sheriff's Department, 2121 County Drive, Columbia  
Sheriff's Department Annex, 2111 County Drive, Columbia  
Boone County Courthouse, 705 East Walnut Street, Columbia  
Boone County Public Works, 5551 Tom Bass Road, Columbia  
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia  
Boone County Annex, 613 East Ash Street, Columbia  
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia  
Johnson Building, 605 East Walnut Street, Columbia
- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Public Works, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to

utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered “Non-Exclusive”. The County reserves the right to obtain service from other suppliers.

3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their 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.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number** and the due date and time.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 4.4. 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.
- 4.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance

with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

- 4.8. EVALUATION PROCESS - 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.
- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.



5. RESPONSE FORM

---

**Company Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

<b>Item Description</b>	<b>Unit Price</b>
Material \$0.00 - \$999.00 (markup over Contractor cost)	_____ % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	_____ % markup
Material \$6,000.00 and up (markup over Contractor cost)	_____ % markup
Rental Equipment (markup over Contractor cost) per unit	_____ % markup

<b>Repair Services / Non-Prevailing Wage</b>	<b>Unit Price</b>
Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr

Labor (Holidays as listed by Bidder on Response Form) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Holidays) \$ \_\_\_\_\_ /hr  
 Flat rate per hour for emergency service \$ \_\_\_\_\_ /hr  
 (outside normal business hours, to include all workers and repairs)

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Straight Time) \$ \_\_\_\_\_ /hr  
 Labor (Nights/Weekends) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Nights/Weekends) \$ \_\_\_\_\_ /hr  
 Labor (Holidays as listed by Bidder on Response Form) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Holidays) \$ \_\_\_\_\_ /hr  
 Flat rate per hour for emergency service \$ \_\_\_\_\_ /hr  
 (outside normal business hours, to include all workers and repairs)

**Emergency Twenty-Four Hour Service Contact**

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Holidays**

List the holidays observed by your company: \_\_\_\_\_

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: \_\_\_\_\_%

Second Renewal Term: \_\_\_\_\_%

Third Renewal Term: \_\_\_\_\_%

**Cooperatives**

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

**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 (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. 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 yes, 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 projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

**\* Attach additional sheets as necessary \***

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**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.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 34-24JUN15**

**Bid Title: Electrical Services – Term and Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment I

## Annual Wage Order No. 22



# 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**

Building Construction Rates for  
BOONE County

Section 010

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

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

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

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

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

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

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

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

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

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

Heavy Construction Rates for  
BOONE County

Section 010

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.

**PURCHASE AGREEMENT  
FOR  
ELECTRICAL SERVICES TERM AND SUPPLY  
(Tertiary Supplier)**

**THIS AGREEMENT** dated the 4<sup>th</sup> day of August 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Meyer Electric Company, 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 **Electrical Services Term and Supply**, County of Boone Request for Bid number **34-24JUN15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **June 24, 2015** and executed by **Leon J. Keller**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **August 1, 2015 and extend through July 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. **Meyer Electric Company, Inc.** shall act as the tertiary supplier and shall furnish Electrical Services for the County. The Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

**4. Billing and Payment** - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, MO 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided



therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**MEYER ELECTRIC COMPANY, INC.**

by Leon J. Keller  
 title Leon J. Keller, Pres.  
 address 3513 N. Ten Mile Dr.  
Jefferson City, MO 65109

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
 County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
 Signature by ay

6100, 1256, 2040 / 60100 / Term & Supply  
7/23/15 Date No Encumbrance Required Appropriation Account

5. RESPONSE FORM

---

**Company Information**

Name: Meyer Electric Company, Inc.

Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109

Phone Number: (573) 893-2335

Fax Number: (573) 893-3686

Email: leon@meyerelectric.net

Federal Tax ID: 43-0910915

Corporation

Partnership Name: N/A

Individual/Proprietorship Name: N/A

Other: N/A

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

**Item Description**

**Unit Price**

Material \$0.00 - \$999.00 (markup over Contractor cost)	<u>18</u> % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	<u>15</u> % markup
Material \$6,000.00 and up (markup over Contractor cost)	<u>15</u> % markup
Rental Equipment (markup over Contractor cost) per unit	<u>10</u> % markup

**Repair Services / Non-Prevailing Wage**

**Unit Price**

Labor (Straight Time)	\$ <u>\$75.95 /hr</u>
Rate per hour for each additional technician (Straight Time)	\$ <u>\$70.75 /hr</u>
Labor (Nights/Weekends)	\$ <u>\$113.93 /hr</u>
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>\$106.12 /hr</u>

Labor (Holidays as listed by Bidder on Response Form)	\$ <u>151.91 /hr</u>
Rate per hour for each additional technician (Holidays)	\$ <u>141.51 /hr</u>
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ <u>151.91 /hr</u>

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time)	\$ <u>75.95 /hr</u>
Rate per hour for each additional technician (Straight Time)	\$ <u>70.75 /hr</u>
Labor (Nights/Weekends)	\$ <u>113.93 /hr</u>
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>106.12 /hr</u>
Labor (Holidays as listed by Bidder on Response Form)	\$ <u>151.91 /hr</u>
Rate per hour for each additional technician (Holidays)	\$ <u>141.51 /hr</u>
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ <u>151.91 /hr</u>

**Emergency Twenty-Four Hour Service Contact**

Name: Mark Hooibrink / Larry Byrnes

Job Title: Foreman Electrician

Phone Number: Mark: (573) 301-6991 / Larry: (573) 301-3166

**Holidays**

List the holidays observed by your company: Memorial Day, July Fourth, Labor Day,

Veteran's Day, Thanksgiving, Christmas, New Years Day.

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: \_\_\_\_\_ 3%

Second Renewal Term: \_\_\_\_\_ 3%

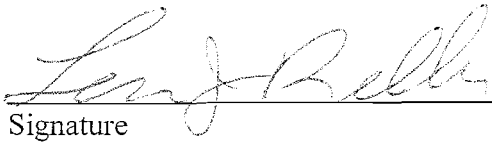
Third Renewal Term: \_\_\_\_\_ 3%

**Cooperatives**

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

**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 (Print Name): Leon J. Keller, President

  
Signature

June 24, 2015  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: Meyer Electric Company, Inc.
2. Business Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109
3. When Organized: Oct. 1968
4. When Incorporated: Oct. 1968
5. List federal tax identification number: 43-0910915. If not incorporated, state type of business (sole proprietor, partnership, or other): N/A. Fed tax ID or SS number: N/A.
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: N/A
8. Percent of work done by own staff: 100
9. Have you ever failed to complete any work awarded to your company?  
 Yes       No  
If yes, where and why? N/A
10. Have you ever defaulted on a contract or been in litigation for services performed?  
 Yes       No  
If so, give details: N/A
11. List of projects currently in progress: See Attached.
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

**\* Attach additional sheets as necessary \***

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

**1. Prior Services Performed for:**

Company Name: City of Columbia (Columbia Government Center)  
Address: 701 East Broadway, Columbia, MO 65205

Contact Name: Mark Neckerman  
Telephone Number: (573) 874-7284

Date of Contract: June 6, 2008  
Length of Contract: 3 Years

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

AV System, Data/IT, Power, 400 kW Generator

**2. Prior Services Performed for:**

Company Name: City of Jefferson  
Address: 320 East McCarty Street, Jefferson City, MO 65101

Contact Name: Britt Smith  
Telephone Number: (573) 634-6320

Date of Contract: 7/1/12-6/30/13; 7/1/13-6/30/14; 7/1/14-6/30/15  
Length of Contract: 1 Year per Contract

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

Miscellaneous service work, as requested by the City.

**3. Prior Services Performed for:**

Company Name: City of Osage Beach  
Address: 1000 City Parkway, Osage Beach, MO 65065

Contact Name: Nick Edelman  
Telephone Number: (573) 302-2020

Date of Contract: 1/10/2014  
Length of Contract: 1 Year

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

Miscellaneous service work, as requested by the City.



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

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

**A. RESPONSIBILITIES OF SSA**

**FUNCTIONS TO BE PERFORMED**

**ARTICLE II**

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

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

**PURPOSE AND AUTHORITY**

**ARTICLE I**

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**





**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.

Leon J. Keller, President - Meyer Electric Company, Inc.

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
*Leon J. Keller*  
Signature

\_\_\_\_\_  
June 24, 2015

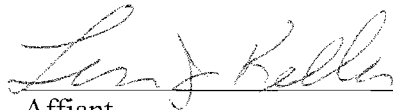
Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of Missouri )  
 )ss  
State of Cole )

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

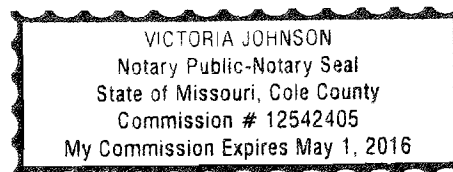
NAME OF PROJECT: 34-24JUN15 - Electrical Services - Term & Supply

  
Affiant 6/24/15  
Date

Leon J. Keller, President  
Printed Name

Subscribed and sworn to before me this 24th day of June, 2015.

  
Notary Public



**Meyer Electric Co., Inc.**  
**Partial Job Listing**

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
2670	UMC-Patient Care Tower Patient Tower Interior Fit Out Bid Pkg #4- Electrical Pkg#15	Univ of MO c/o J.E.Dunn Const. 1180 Monk Drive Columbia, MO 65211	\$15,781,657.00	100%
2981	Centennial Hall-Truman State U Centennial Hall Truman State Univ.,Kirksville	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 1,939,293.00	100%
2987	AT Still University-IPEDS Proj AT Still University,Kirksville Interprofessional & Dental Sch	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 1,886,286.00	100%
3009	Crawford Electric, Bourbon MO Crawford Electric Cooperative Bourbon	Paric Corporation 77 Westport Plaza Drive Suite 250 O'Fallon, MO 63368-4150	\$ 893,267.00	100%
3049	St.Mary's Hospital-Temp Contrl St. Mary's Hospital Temp Cntrl Jefferson City	Johnson Controls,Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012 Milwaukee, WI 53201-2012	\$ 667,554.00	100%
3064	Boone Hospital 4th & 5th Floor Boone Hospital 4th & 5th Floor Renovation & Infrastructure	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 977,981.00	100%
3156	Boone Hospital 6th Fl Oncology Boone Hospital S6 Oncology 6th Floor Oncology Build Out	Reinhardt-Wilson 2185 Hampton Ave P.O.Box 5210 St. Louis, MO 63139	\$ 516,083.00	100%
3186	Lenoir Woods MemoryCare/A.L. Lenoir Woods New 3 Level Memory Care Assisted Living	Paric Corporation 77 Westport Plaza Drive Suite 250 O'Fallon, MO 63368-4150	\$ 667,000.00	100%
3192	School of The Osage School of The Osage Heritage Bldg Addition & Renov	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis, MO 63139	\$ 1,866,480.00	100%
3201	Osage Beach Sr.Behavioral Cntr Osage Beach Senior Behavioral Center	Murray Company 7300 College Blvd., Suite 210 Overland Park, KS 66210	\$ 300,711.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3206	Hickman H.S. Athletics Bldg. Hickman High School Athletics Building & Site Work	Verslues Construction 6919 Rocky Valley Rd. Jefferson City, MO 65101	\$ 332,400.00	100%
3207	Performing Arts Center Addit'n Performing Arts Center (CPAC) Addition	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 215,898.00	100%
3215	Lucky's Farmers Market Lucky's Farmers Market	Lucky's Farmers Market 5303 Spine Rd #101 Columbia, MO	\$ 275,000.00	100%
3229	Salisbury High School FEMA Add Salisbury High School FEMA Safe Room Addition	Septagon Construction 113 E. 3rd Sedalia, MO 65301-4321	\$ 512,000.00	100%
3230	MS&T James Bertelsmeyer Hall MS&T James Bertelsmeyer Hall Temp Controls	Johnson Controls, Inc SSC Accts. Paybl Dept. A-33S P.O. Box 2012	\$ 166,039.00	99%
3235	NE MO Power Coop, Palmyra NE MO Power Cooperative Palmyra	Paric Corporation 77 Westport Plaza Drive Suite 250 St. Louis, MO	\$ 459,700.00	99%
3242	Memorial Stadium East Side Add Memorial Stadium East Side Addition	Univ of MO c/o J.E. Dunn Const. 1180 Monk Drive Columbia, MO 65201	\$ 2,630,559.00	99%
3245	Chick-fil-A #3031 Chick-Fil-A Jefferson City, MO	W. H. Bass, Inc 11300 Johns Creek Parkway Suite 100	\$ 194,086.00	100%
3249	Emery Sapp & Sons New Office Emery Sapp & Sons New Office	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 187,410.00	100%
3255	Ft.L.Wood Regional Training In Ft. Leonard Wood - RTI Reg. Training Inst. MO Nat'l Gu	KCI Construction 119 W. Fremont	\$ 1,746,772.00	39%
3256	J. C. Airport Airfield Lightng Jefferson City Airport Airfield Lighting	Burns & McDonnell-City of Jeff David Hadel 9400 Ward Parkway Jefferson City, MO 65101	\$ 374,825.70	100%
3258	Columbia Schl Transportation F Columiba Schools Transportation Facility	C.L. Richardson 15475 Hwy 63 South Ashland, MO 65010	\$ 204,532.00	95%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3266	Dyno Nobel-Turn Around Project Dyno Nobel Turn Around Project Louisiana, MO	Dyno Nobel Inc. Attn: Accounts Payable	\$ 100,000.00	100%
3276	Kraft Foods- Xfmr/Swgr Install Kraft Foods Transformer/Switchgear Install	Kraft Foods Global Inc. Attn: P.O.Box 982140	\$ 522,000.00	100%
3278	Frederick Apts. Renovation Frederick Apartments Renovation	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 277,140.00	100%
3279	NE ELementary School NE Elementary School Battle Ave. Columbia	K&S Associates, Inc. 516 Hanley Industrial Court	\$ 988,000.00	43%
3281	Callyn Heights Apts Kirksville Callyn Heights Apartments Kirksville	Sparks Constructors 505 N. Main , MO 63501	\$ 249,193.00	48%
3292	APEX Plant Brookfield APEX Plant Brookfield MO	Septagon Construction Co., Inc 3890 Rangeline St. Suite 101 Columbia, MO 65202	\$ 141,706.00	99%
3294	St Mary's Medical Office Bldg St. Mary's Medical Office Bldg Jefferson City MO	Alberici Constructors, Inc. P.O.Box 142637 8800 Page Ave St. Louis, MO 63114	\$ 1,393,000.00	56%
3295	Battenfeld Technologies Battenfeld Technologies Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 258,000.00	88%
3312	Virginia Ave S. -Temp-controls Virginia Ave. South Temp Controls	Johnson Controls, Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012	\$ 198,825.00	17%
3324	Plaza 900 Food Court UMC-Renov Plaza 900 Food Court-UMC Renovation	Sircal Contracting, Inc 1331 Monroe Jefferson City, MO 65101	\$ 320,236.00	69%
3329	Pacific, E.Osage St. Improvmnt City Of Pacific, MO East Osage St. Improvement	Gershenson Construction #2 Truitt Drive Eureka, MO 63025	\$ 315,735.25	80%
3331	Osage Beach Elementary School Osabe Beach Elementary School Nichols Rd. Osage Beach	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233 Eldon, MO 65026	\$ 1,051,102.00	27%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3333	Hurricane Deck Elementary Sch Hurricane Deck Elementary School, Sunrise Beach	Bales Construction Co 1901 Historic 66 West	\$ 1,019,000.00	22%
3336	Country Club of MO-Banquet Fac Country Club of Missouri Banquet Facility Renovation	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 122,419.00	64%
3349	MS&T Physics Bldg Systems Impr MS&T Physics Bldg-Mechanical Electrical Systems Improvement	Environmental Engineering Inc P.O. Box 104478 2225 Idlewood Rd	\$ 176,820.00	81%
3355	Cole Co. Bus.50 West Improvemt Cole County Business 50 West Improvements Proj#2011-9051	Don Schnieders Excavating 1307 Fairground Rd. Jefferson City, MO 65109	\$ 103,120.00	75%
3360	East Campus Phase II Temp Cntr East Campus Phase 2 Temp Controls	Controlco 170 East Alton Ave. Suite 100 East Alton, IL 62024	\$ 111,500.00	0%
3362	MO Hospital Assoc.-Additn&Renv MO Hospital Association, J.C. Addition & Renovation	Wavco Construction P.O. Box 104388 5601 Algoa Rd. Jefferson City, MO 65110-4388	\$ 236,904.00	38%
3368	Boone Hospital C-1 Project Boone Hospital Center C-1 Project	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd Centralia, MO 65240	\$ 111,000.00	82%
3374	Discovery Park Subdiv. Phs 1 Discovery Park Subdivision Phase 1 Infrastructure Imprvmt	Karrenbrock Construction Inc P.O. Box 279	\$ 262,337.00	30%
3375	Quaker Oats-Line 5 Air Pops Quaker Oats Line 5 Air Pops	Pepsico Financial Shared P.O. Box 660740	\$ 229,180.00	100%
3376	Women&Childr Hosp. 2nd FI NICU Women & Children Hospital 2nd Floor NICU Expansion	G B H Builders P.O. Box 945 3441 North Ten Mile Drive	\$ 293,459.00	40%
3379	MSP Redevelopment Site- CDBG MSP Redevelopment Site CDBG Bldg Demolition Proj PhsB	Iron Mountain P.O. Box 2288	\$ 183,630.00	99%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3381	Shelter Insurance 3rdFl Infill Shelter Insurance 3rd Floor Infill	PCE 5900-C North Tower Drive Columbia, MO 65202	\$ 129,616.00	100%
3383	Ladue, City of Interchange City of Ladue Interchange Signal & Entrance Improvement	L. Krupp Construction, Inc 415 Old State Road	\$ 119,170.77	62%
3384	Boone Co Rt63 J5P3031B,J5P3008 Boone County Route 63 J5P3008, J5P3031B	APAC - Missouri P.O. Box 1117 Columbia, MO 65205	\$ 179,889.08	16%
3386	Boone Co. Nat'l Bank - Phase 3 Boone County National Bank Phase 3	Coil Construction, Inc. 209 E. Broadway Columbia, MO 65203	\$ 151,566.77	99%
3387	Women&Children Hosp MRI Remodl Women's & Children's Hospital MRI Remodel	Kellogg Brown & Root Services 860 Champions Drive Columbia, MO 65201	\$ 125,800.00	98%
3396	Boone Hospital Pain Mgmt Reloc Boone Hospital Pain Management Relocation	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 122,000.00	67%
3397	Boone Hospital Fiber Interconn Boone Hospital Fiber Cable Interconnector	Boone Hospital 1600 E.Broadway Columbia, MO 65201	\$ 128,152.00	100%
3401	JC Publ School-West Elementary Jefferson City Public Schools West Elementary Renovation	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233 Job#1401, MO 65026	\$ 254,237.00	99%
3410	Conley Road Primary Conley Road Improvements and Extension	Conley Rd Transport. Dev. Dist c/oVanMatre,Harrison,H,T,B, PC 1103 East Broadway	\$ 566,160.00	100%
3417	Cole County EMS Cole Co Emergency Services Bld Jefferson City	Ameresco Jefferson City LLC 111 Speen St. Suite 410	\$ 125,265.00	64%
3419	City Union Mission Camp Ozarks City Union Mission-CampCUMCITO Camp in The Ozarks, Warsaw	McCownGordon Construction LLC 422 Admiral Blvd. , MO 64106	\$ 110,737.00	0%
3421	MS&T Bullman-Temp.Controls MS&T Bullman Temperature Controls	Johnson Controls,Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012 PO#3968941, WI 53201-2012	\$ 119,800.00	54%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3428	Versailles WWTF Upgrade Versailles WWTF Upgrade Porj#2014-1	McClanahan Construction 4525 S. Farm Road 223 P.O.Box 439 , MO 65742	\$ 275,549.00	0%
3431	Pettis Co. Rt.50-J5P2205 Pettis Co. Rt.50 J5P2205	Magruder Paving 255 Watson Rd	\$ 428,958.50	0%
3433	Moberly Area Comm.College-Elec Moberly Area Community College Main Bldg. Electrical Renovatn	Moberly Area Community College 101 College Ave Moberly, MO 65270	\$ 187,743.00	57%
3435	Jefferson City Lafayette&Dunkl City of Jefferson- Lafayette & Dunklin Intersection Improvemnt	J.C. Industries 3208 Route C P. O. Box 104567 Jefferson City, MO 65110	\$ 117,800.00	0%
3436	Broadway Mktpl Outparcels B&C Broadway Marketplace Outparcels B & C, Columbia	Knoebel Construction, Inc. 640 Axminister Dr Fenton, MO 63026	\$ 264,980.00	0%
3439	Crystal City-8th St. Improvemnt Crystal City 8th St. Improvements	Jokerst Paving & Contracting 12132 State Rd CC P.O. Box 637	\$ 110,887.10	0%
3442	MU Power Plant Biomass Silo Re MU Power Plant - Replace Biomass Silo Reclaim System	Laidig Systems, Inc 14535 Dragoon Tr.	\$ 135,075.00	0%
3446	Candlewood Suites Columbia Candlewood Suites Columbia	Thomas Construction Co. 5525 Osage Beach Parkway	\$ 490,854.00	11%
3447	Randolph/Boone Co Rt 63 Randolph/Boone County Rt.63 J2P2226B &J5P2233	APAC - Missouri, Inc. P.O. Box 1117 1591 E. Prathersville Rd.	\$ 198,944.75	0%
3451	Crawford Co R2 Schools Crawford Co R2 School Dist. HS Weight Rm &Bldgs Renovatns	Orf Construction 4317 Bridgeton Industrial Dr.	\$ 118,403.00	18%
3453	LU - Scruggs Student Center Lincoln University Scruggs Student Center	Wavco Construction P.O. Box 104388 5601 Algoa Rd.	\$ 218,206.00	0%
3454	Mizzou North 2nd Fl Art&Archae Mizzou North 2nd Floor Art & Archaeology	Five Oaks Associates 709 N. Allen Street	\$ 180,068.00	8%



<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3469	Lange Middle School Kitchen Lang Middle School Kitchen Remodel	J.C. Industries 3208 Route C P. O. Box 104567	\$ 112,500.00	0%
3473	Columbia College Soccer Field Columbia College Soccer Field	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 131,131.00	0%
3475	Stoneridge Village Section 3 Stoneridge Village Section 3 Street Lighting System	Twehous Excavating 8514 Liberty Rd.	\$ 160,336.00	0%
3476	VA Hospital - Philips Medical VA Hospital- Philips Medical Installation of cables	Philips Medical System 818 SW 3rd Ave. #20	\$ 175,101.00	0%
3477	Swallow Hall & RC3 Parking UMC Swallow Hall UMC Parking Lot	Sircal Contracting, Inc 1331 Monroe	\$ 887,000.00	0%
3478	Audrain Medical - Transfer Sw Audrain Health Care Replace Transfer Switches Mexico, MO 65265	Audrain Medical Center 620 E. Monroe Mexico, MO 65265	\$ 230,000.00	0%
3480	MO Hwy Patrol Pool&Weight Rm MO Highway Patrol Pool Renov. & New Weight & Training Room State Proj#R1417-01, MO 65205	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201 State Proj#R1417-01, MO 65205	\$ 132,470.00	0%
3485	VA Hospital 1st & 2nd Fl Ltng VA Hospital Replace 1st & 2nd Floor- Lighting	FHC Contracting, Inc. 400 E Centre Park Blvd Ste 103	\$ 183,076.00	0%
3486	Various Locations F/A System Various Locations Install Fire Alarm System CP141371, MO 65211	University of MO - Columbia  E130 General Services Bldg CP141371, MO 65211	\$ 183,000.00	0%
3490	Jesse Hall Temp. Controls Jesse Hall UMC Temp.Controls	Johnson Controls, Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012	\$ 115,350.00	0%
3493	Randolph/Macon Co. Rt.63 Randolph/Macon Counties Rt.63	W.L. Miller Company 750 E County Road 1220	\$ 108,739.00	0%
3500	NE Correctional-Security Contr NE Correctional Cntr-Security Control System,Bowling Green	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 3,445,000.00	
3504	Break Time Grindstone Pkwy	Little Dixie Construction	\$ 147,621.00	

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
	Red Oak Break Time Grindstone Parkway, Columbia	3316 LeMone Industrial Blvd. Columbia, MO 65201		
3513	Merial Research Center, Fulton Merial Research Center Analytical Lab, Fulton	CRB Builders 1251 NW Briarcliff Pkwy Ste500	\$ 319,960.00	
3520	Boone Electric Generator Boone Electric Cooperative Install 1 emergency generator	Malicoat-Winslow Engineers PC 5649 North Clearview Rd Columbia, MO 65201	\$ 249,060.00	
3521	Norfolk Southern Yard Office Norfolk Southern Yard Office, Moberly	Coil Construction, Inc. 209 E. Broadway Columbia, MO	\$ 107,594.00	
3523	Christ The King Lutheran Ch Christ The King Lutheran Church, Lake Ozark	J Hooker Construction Services 991 Cool Springs Industrial Dr	\$ 319,254.00	
3530	Pevely, City of - Main Street City of Pevely Main Street Improvements	Jokerst Paving & Contracting 12132 State Rd CC P.O. Box 637	\$ 146,208.00	
3538	State Farm Columbia-Ltg Cntrl State Farm Columbia Operations Center Lighting Controls	State Farm Mutual Insurance Co One State Farm Plaza	\$ 165,409.00	
3545	VA-2B Behavior Health Ward VA 2B Behavioral Health Ward Columbia	Industrial Maintenance Service P.O. Box 369	\$ 263,000.00	
3547	Ft.L.W.Hosp-Fire Alarm @GLWACH Ft. Leonard Wood -GLWACH Fire Alarm System	Evergreen Fire & Security 2720 South J Street	\$ 1,266,982.00	
3550	Shelter Insurance Call Center Shelter Insurance Call Center Columbia	PCE 5900-C North Tower Drive Columbia, MO	\$ 124,237.00	
3554	Shelter Insurance- Fountain Shelter Insurance Fountain	Sterling Construction Co., LLC 5625 N. Adrian Ave. P.O. Box 681359	\$ 119,604.00	
3557	Cole Co Rt. 50 Cole County Route 50 Project# J5P0820D/J5P3015B	Emery Sapp & Sons 2301 I-70 Drive NW Columbia, MO	\$ 440,788.55	

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3568	Boone Hospital South MOB Boone Hospital Center South Medical Office Bldg	Boone Co Hosp Board of Trustee c/o Coil Construction 1600 East Broadway Columbia, MO	\$ 428,654.00	
3585	Sam's Club Jefferson City Sam's Club Jefferson City	Thompson Electric Co. 4520 F Street	\$ 378,642.00	
3587	Ft. L.Wood Dial Central Feeder Ft. L. Wood Dial Central Change Feeder Configuration	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 Eldon, MO	\$ 178,906.16	
3591	Carroll Co. Hosp-Surgery Expan Carroll County Memorial Hosp Surgery Expansion	Murray Company 7300 College Blvd., Suite 210 Overland Park, Kansas	\$ 1,344,073.00	
3597	Redhead Yatch Club-Lake Ozark Redhead Yacht Club, Restaurant Lake Ozark	Thomas Construction Co. 5525 Osage Beach Parkway Osage Beach, MO	\$ 202,444.00	
3598	Laclede Ave. Decorative Ltng Laclede Avenue Decorative Lighting	City of St. Louis 1200 Market Street Room 305 St. Louis, MO	\$ 323,812.00	
3600	Gerbes #124 Broadway-Remodel Gerbes #124 Broadway, Columbia Gerbes DIL-124 WTW Remodel	The Law Co. Inc. 345 Riverview P.O. Box 1139	\$ 299,997.00	
3607	Hope Center Residential Facil. Hope Center Residential Facility, Mexico	PCE 5900-C North Tower Drive Columbia, MO	\$ 136,714.00	
3611	Dobbs Group Replacement Phs1 Dobbs Group Replacement Proj Phase 1 -UMC	River City Construction LLC P.O. Box 1389 Peoria, IL	\$ 4,562,148.00	
3613	Randolph County Admin. Bldg Randolph County Administration Bldg,Huntsville	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO	\$ 691,000.00	
3619	Ross Dress For Less-Cap. Mall Ross Dress For Less-Capital Mall Telephone/data cabling	R.G. Brinkmann Company 16650 Chesterfield Grove Rd Suite 100 Chesterfield, MO	\$ 193,607.00	

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3620	Boone Co. Communication Center Boone County - Emergency Communications Center	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO	\$ 2,315,042.00	
3625	Gerbes #118 Jefferson City, MO Gerbes Superstore #118 Jefferson City, MO	Ehrlich Design Builders 607 Rainbow Creek Ct	\$ 157,390.00	
3630	MS&T Residence Hall MS&T Residence Hall Low Voltage work	McCarthy Building Companies 1341 N. Rock Hill Rd.	\$ 3,246,292.00	
3637	Lodge of The Four Seasons Lodge of The Four Seasons	Lodge of The Four Seasons P.O. Box 215 HH & Carol Rd.	\$ 307,417.00	
3642	Lebanon School Lebanon School	KCI Construction 119 W. Fremont Lebanon, MO	\$ 2,685,550.00	

# ***Meyer Electric Co., Inc.***

## **Phone Number Listing**

APAC-Missouri	573-449-0886
City of Columbia	573-874-7254
City of Jefferson	573-634-6410
Coil Const.\ Columbia	573-874-1444
Coil Const.\ Sedalia	660-827-0886
Crane Construction Co.	816-324-4023
Curtis-Manes Construction	573-392-6553
Jefferson Asphalt	573-636-7121
J.E. Dunn Construction	816-474-8600
J.S. Alberici Construction	314-261-2611
KCi Construction Co.	314-894-8888
Little Dixie Construction	573-449-7200
Murray Co.	913-451-1884
Paric Corp.	636-561-9572
River City Construction	618-435-2612
Sircal Contracting	573-893-5977
SM Wilson	314-645-9595
TayCon Building Tech.	636-940-2370
Walsh Construction	660-882-9095
Walton Construction	816-753-2121
Univ. of Missouri	573-884-1325



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TH

DATE (MM/DD/YYYY)

07/17/2015

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

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

<b>PRODUCER</b> Naught-Naught / Jefferson City 1441 Christy Drive P O Box 1768 Jefferson City, MO 65102 Johnnie Fowler		<b>CONTACT NAME:</b> Johnnie Fowler <b>PHONE (A/C, No, Ext):</b> 573-634-2727 <b>FAX (A/C, No):</b> 866-779-8102 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> MEYER-1	
<b>INSURED</b> Meyer Electric Co., Inc. 3513 N. Ten Mile Drive Jefferson City, MO 65102		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10677	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPP1052637	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U Included						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Prof Liab \$ 2,000,000
A	AUTOMOBILE LIABILITY			CPA1052637	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> Hired Phys Damage						\$
A	UMBRELLA LIAB			CPP1052637	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Inst Floater			CPP1052637	11/01/2014	11/01/2015	Job Limit 1,000,000
							Ded 1,000

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

County of Boone is an additional insured on the General Liability policy with respects to work performed by the insured when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

County of Boone 613 E. Ash St., Room 109 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 34-24JUN15  
Bid Title: Electrical Services – Term and Supply

#### SUBMISSION INFORMATION

Due Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Wednesday, June 24, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
  2. Contract Conditions and Requirements
  3. Primary Specifications
  4. Response Presentation and Review
  5. Response Form
- Attachment A: Statement of Bidder's Qualifications and Prior Experience  
Attachment B: Compliance with House Bill 1549 and Work Authorization  
Attachment C: Certification of Individual Bidder and Affidavit  
Attachment D: Debarment Certification  
Attachment E: Affidavit for Compliance with Prevailing Wage  
Attachment F: Affidavit of Compliance with OSHA Training  
Attachment G: Standard Terms and Conditions  
Attachment H: No Bid Response Form  
Attachment I: State Prevailing Wage Order No. 22

## 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 the following Sections of this Request for Bid.

### 1.2. DEFINITIONS

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

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

1.2.1.3. 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.

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

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

1.2.2.3. 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 - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:



www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 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 Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall 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 Contractor'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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. **CONTRACT RENEWAL** - The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor

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

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

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

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

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

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

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

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

2.3. CRIMINAL BACKGROUND CHECK - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project.

2.4. 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.

2.5. 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.

2.5.1. 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.**

2.5.2. 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.

2.6. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall 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. 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.

2.6.1. 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.

2.7. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the

Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org) , or call the Purchasing offices at 573-886-4392. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.7.1. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.7.2. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project’s acceptance.
- 2.7.3. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.7.4. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.7.5. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.7.6. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

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

2.9. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) 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. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.10.1. Monthly Statements for all contracted work done for the County on a "time and material" basis shall include the following information:

- a. County's Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor's cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project

h. Total costs of labor

*Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.*

2.10.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Public Works, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff's Department, 2121 County Drive, Columbia, MO 65202.

### 3. PRIMARY SPECIFICATIONS

---

- 3.1. **SERVICES TO BE PROVIDED** - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.
- 3.2. **BACKGROUND INFORMATION** – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 25-31MAY11, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2011. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2011 Bid Archives.
- 3.3. **ESTIMATED USAGE** - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.
- 3.4. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
  - 3.4.1. **Repair Services** - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
  - 3.4.2. **Emergency Services** - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.



- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.
- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall to be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
  - b. National Electric Code, latest edition.
  - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor’s final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as ‘specialty’ on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor’s job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

### 3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

### 3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4392.
- 3.6.1.1. Service location include, but are not limited to:  
Boone County Government Center, 801 East Walnut Street, Columbia  
Boone County Sheriff's Department, 2121 County Drive, Columbia  
Sheriff's Department Annex, 2111 County Drive, Columbia  
Boone County Courthouse, 705 East Walnut Street, Columbia  
Boone County Public Works, 5551 Tom Bass Road, Columbia  
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia  
Boone County Annex, 613 East Ash Street, Columbia  
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia  
Johnson Building, 605 East Walnut Street, Columbia
- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org).
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Public Works, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to

utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.

3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their 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.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number** and the due date and time.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 4.4. 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.
- 4.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance

with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

- 4.8. EVALUATION PROCESS - 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.
- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

5. RESPONSE FORM

---

**Company Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

<b>Item Description</b>	<b>Unit Price</b>
Material \$0.00 - \$999.00 (markup over Contractor cost)	_____ % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	_____ % markup
Material \$6,000.00 and up (markup over Contractor cost)	_____ % markup
Rental Equipment (markup over Contractor cost) per unit	_____ % markup

<b>Repair Services / Non-Prevailing Wage</b>	<b>Unit Price</b>
Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr

Labor (Holidays as listed by Bidder on Response Form) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Holidays) \$ \_\_\_\_\_ /hr  
 Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs) \$ \_\_\_\_\_ /hr

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Straight Time) \$ \_\_\_\_\_ /hr  
 Labor (Nights/Weekends) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Nights/Weekends) \$ \_\_\_\_\_ /hr  
 Labor (Holidays as listed by Bidder on Response Form) \$ \_\_\_\_\_ /hr  
 Rate per hour for each additional technician (Holidays) \$ \_\_\_\_\_ /hr  
 Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs) \$ \_\_\_\_\_ /hr

**Emergency Twenty-Four Hour Service Contact**

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Holidays**

List the holidays observed by your company: \_\_\_\_\_

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: \_\_\_\_\_%

Second Renewal Term: \_\_\_\_\_%

Third Renewal Term: \_\_\_\_\_%

**Cooperatives**

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

**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 (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. 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 yes, 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 projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

**\* Attach additional sheets as necessary \***

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**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.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

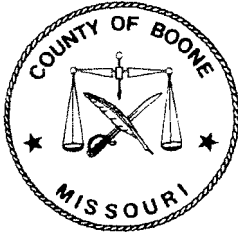




**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 34-24JUN15**

**Bid Title: Electrical Services – Term and Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment I

## Annual Wage Order No. 22

# 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

Building Construction Rates for  
BOONE County

Section 010

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

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.



Heavy Construction Rates for  
BOONE County

Section 010

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

4th

day of

August

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 40-2JUL15 – VHF Simulcast Transmitters for the Boone County Joint Communications Radio Improvement Project.

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

Done this 4th day of August, 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

337-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

---

## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 7, 2015  
RE: Bid Award Recommendation: *40-06JUL15 – VHF Simulcast Transmitters for the Bone County Joint Communications Radio Improvement Project (Battle High School)*

Request for Bid *40-06JUL15 – VHF Simulcast Transmitters for the Bone County Joint Communications Radio Improvement Project (Battle High School)* closed on July 6, 2015. Two bids were received. Dave Dunford, our Radio Consultant, recommends award to SR Communications Associates, Inc. of Springfield, Missouri for offering the lowest and best bid.

Contract award is \$45,955.60 and invoices will be paid from department 2704 – Joint Communications Radio Network, account 91300 – Machinery & Equipment. \$321,000 was budgeted for the entire Battle High School radio project.

ATT: Bid Tab

cc: Bid File  
Karen Miller, Commission  
Dave Dunford, Radio Consultant  
Patricia Schreiner, Joint Communications  
Frank Kirk, Mission Critical Partners

**PURCHASE AGREEMENT  
FOR  
VHF Simulcast Transmitters for the Boone County Joint Communications  
Radio Improvement Project (Battle High School)**

THIS AGREEMENT dated the 4th day of August 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SR Communications Associates, Inc., d.b.a. Communications Associates**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **VHF Simulcast Transmitters for the Boone County Joint Communications Radio Improvement Project (Battle High School)**, County of Boone Request for Bid **40-06JUL15**, the Contractor's bid response dated June 20, 2015 executed by Joan Salmon on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office bid file for this RFB if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and Contractor agrees to supply the County with the following equipment, per the bid response referenced above:

<u>Description</u>	<u>Unit Price</u>	<u>Qty.</u>	<u>Extended Price</u>
Harris brand, Mastr III radio with VHF Transmitter to consist of: Basic Radio: SXHMDX Power Supply: SXPS9R Cover Screen: SXMN9C Shipping Crate: XXMN2B	\$5,744.45	8 units	\$45,955.60

For a contract total of Forty Five Thousand, Nine Hundred Fifty Five Dollars and Sixty Cents (\$45,955.60).

3. **Delivery** - Contractor agrees to deliver above listed equipment **within 21 days** after receipt of Purchase Order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. *Delivery address shall be: Boone County Fire Protection Headquarters, 2201 I-70 Drive NW, Columbia, MO 65202.*

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications, Attn: Pat Schreiner, 609 E. Walnut Street, Columbia, MO 65201. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

**SR COMMUNICATIONS ASSOCIATES, INC.**  
**d.b.a. COMMUNICATIONS ASSOCIATES**

by John V. Gilman  
title Secretary.

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

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

<u>June Patchford by jg</u>	<u>07/27/15</u>	<u>2704-91300 - \$45,955.60</u>
Signature	Date	Appropriation Account



4. Response Form

Company Name: Communications Associates  
 Address: 3343 S Scenic Ave  
 City/Zip: Springfield, Mo 65807  
 Phone Number: (417) 882-1401  
 E-Mail: Joan@CommAssocRadio.com  
 Fax Number: (417) 883-4948  
 Federal Tax I.D. 43-1288310  
 Corporation  
 Partnership -- Name \_\_\_\_\_  
 Individual/Proprietorship -- Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

PRICING	Description	Unit Price	Quantity	Extended Price
1.	Harris brand, Mastr III radio with VHF Transmitter to consist of: a. Basic Radio: SXHMDX b. Power Supply: SXPS9R c. Cover Screen: SXMN9C d. Shipping Crate:XXMN2B	\$ 5,744.45	8 units	\$ 45,955.60

2. Delivery after receipt of order (# of days): 14-21 DAYS

3. Is Manufacturer's detailed warranty on items quoted above attached with your bid? YES  NO

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

Authorized Representative (Sign By Hand):

Date: 6-20-15

Print Name and Title of Authorized Representative:  
Joan Salmon

**(Please complete and return with Bid)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

*Jean V. Salomon Admin.*

\_\_\_\_\_  
Name and Title of Authorized Representative

*Jean V. Salomon*

\_\_\_\_\_  
Signature

*6/17/15*

\_\_\_\_\_  
Date

## WARRANTY

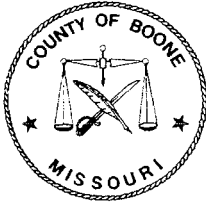
- A. Harris Corporation, a Delaware Corporation, through its RF Communications Division (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
  2. for service parts, ninety (90) days.
  3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
  4. for Unity<sup>®</sup> model Subscriber Units, thirty-six (36) months.
  5. for radio accessories, one (1) year.
  6. for all other equipment of Seller's manufacture, one (1) year.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3, B.4 and B.6. To be eligible for no-charge labor, service must be performed at Seller's factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles (48 km) from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

This warranty applies only within the United States.

**Harris Corporation**  
RF Communications Division  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
1-800-368-3277

**Harris Corporation**  
RF Communications Division  
1680 University Avenue  
Rochester, NY 14610  
1-585-244-5830

ECR-7047V  
10/25/14



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

## **REQUEST FOR BID (RFB)**

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
(573) 886-4391 – Fax: (573) 886-4390  
Email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

---

### ***Bid Data***

Bid Number: **40-06JUL15**

Commodity Title: **VHF Simulcast Transmitters for the Boone County Joint Communications Radio Improvement Project (Battle High School)**

**DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.**

### ***Bid Submission Address and Deadline***

Day/Date: **Monday, July 6, 2015**

Time: **2:00 PM** (Bids received after this time will be returned unopened)

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

Directions: *Annex Building is located at corner of 7<sup>th</sup> & Ash St.*

### ***Bid Opening***

Day/Date: **Monday, July 6, 2015**

Time: **2:00 PM**, Central Time

Location/Address: Boone County Annex Conference Room  
613 East 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

Attachments: “No Bid” Response Form  
Standard Terms and Conditions  
Debarment Form

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
  - 1.2.2. **Purchasing** – The Purchasing Department, including its Purchasing Director and staff.
  - 1.2.3. **Department/s or Office/s** – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
  - 1.2.4. **Designee** – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.5. **Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.
  - 1.2.6. **Bidder** – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
  - 1.2.7. **Contractor** – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
  - 1.2.8. **Supplier** – All business/entities which may provide the subject goods and/or services.
  - 1.2.9. **Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
  - 1.2.10. **Response** – The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.
- 1.4. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.5. **Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.6. **AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

- 1.7. **CONTRACT EXECUTION** – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.8. **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.
- 1.9. **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**

**1.0 GENERAL**

- 1.01 These specifications describe a series of Harris brand, Mastr III series base station radio transmitters for use in the Boone County Joint Communications radio improvement project (Battle High School).
- 1.02 Each Mastr III radio will be a transmit-only unit operating in the 150-160 MHz range. No receiver is included in the radio package.
- 1.03 A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment will be attached to the bid.
- 1.04 All equipment will be factory new, not reconditioned, and in current production at the time of delivery.
- 1.05 All equipment will be FCC type accepted for use under Part 90 of the R&R and will be operate on narrowband channel spacing.
- 1.06 County will be responsible for installation and adjustment.
- 1.07 Furnish radios as single channel units. Vendor will factory program and align the transmitters on test frequencies within the bandsplit.
- 1.08 No cabinets or mounting racks are required. Furnish radios in 'no cabinet' shipping crates.
- 1.09 Radios will be installed indoors and in open racks. No additional special rack mounting hardware is required.

**2.00 TECHNICAL SPECIFICATIONS**

- 2.01 Furnish Harris brand, Mastr III radio with VHF transmitter operating in nominal bandsplit 150 MHz to 174 MHz range.
- 2.02 Furnish radio to permit using external high stability 10 MHz timing source for precise control of transmit frequency. High stability oscillator furnished by others.
- 2.03 Furnish radio with nominal 110 watt continuous duty transmitter operation.
- 2.04 Furnish radio with audio card to permit external E&M keying and protective metal top cover screen.
- 2.05 Furnish radio with latest version synthesizer hardware, firmware and software.
- 2.06 Furnish unit with low profile, switch mode, 120VAC power supply.
- 2.07 Furnish radio with dedicated transmitter antenna connector (no outboard T-R relay necessary).
- 2.08 Furnish radio with interface point to permit injecting external synchronized CTCSS tone into exciter.
- 2.09 Nominal Harris nomenclature: Radios must comply with all Purchaser specifications. The following nomenclature is provided solely for convenience of Vendors. Each radio composed of following options:

- Basic Radio SXHMDX
- Power Supply SXPS9R
- Cover Screen SXMN9C
- Shipping Crate SXMN2B

2.10 Furnish eight (8) units.

**3.0. SPECIAL CONDITIONS AND REQUIREMENTS**

**3.1. Designee-** Boone County Commission

**3.2. BID CLARIFICATION** –Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391; Fax: (573) 886-4390 or Email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

**3.3. Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Fire Protection Headquarters, 2201 I-70 Drive NW, Columbia, MO 65202.

**3.4. Invoices** - The County's BID number should appear on the invoice(s).



### ***3. Response Presentation and Review***

- 3.1. **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder’s Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A”. Manufacturer’s published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** – Responses **MUST** be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.3. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County’s web page at [www.showmeboone.com](http://www.showmeboone.com).
- 3.4. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 3.5. **Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.6. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 3.8. **EVALUATION PROCESS** – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.9. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.10. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.11. **Endurance of Pricing** – Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Federal Tax I.D. \_\_\_\_\_  
 Corporation  
 Partnership – Name \_\_\_\_\_  
 Individual/Proprietorship – Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

PRICING	Description	Unit Price	Quantity	Extended Price
1.	Harris brand, Mastr III radio with VHF Transmitter to consist of: a. Basic Radio: SXHMDX b. Power Supply: SXPS9R c. Cover Screen: SXMN9C d. Shipping Crate:XXMN2B	\$ _____	8 units	\$ _____

2. Delivery after receipt of order (# of days): \_\_\_\_\_ DAYS

3. Is Manufacturer’s detailed warranty on items quoted above attached with your bid? YES \_\_\_ NO \_\_\_

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

Authorized Representative (Sign By Hand):

Date: \_\_\_\_\_

Print Name and Title of Authorized Representative:



**Boone County Purchasing**

***“No Bid” Response Form***

613 E. Ash, Room 110  
Columbia, MO 65201

Melinda Bobbitt, CPPO, Director of Purchasing  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

**“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: 40-06JUL15 – VHF Simulcast Transmitters**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

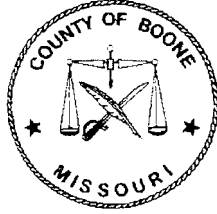
Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

### ***Standard Terms and Conditions***

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

---

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

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

**(Please complete and return with Bid)**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

[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](#)

SR COMMUNICATIONS ASSOCIATES, INC.  
 GENERAL REGISTRATION - CASE NUMBER: JBPNSR6  
 SUPPLY NUMBER:

3343 S SCENIC AVE  
 SPRINGFIELD, MO, 65807-3928  
 UNITED STATES

Registration Date: 06/09/2015  
 Purchase of Registration: \$11,000.00

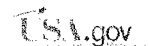
## Entity Overview

### Entity Information

**Name:** SR COMMUNICATIONS ASSOCIATES, INC.  
**Doing Business As:** COMMUNICATIONS ASSOCIATES  
**Business Type:** Business or Organization  
**POC Name:** Joan Salmon  
**Registration Status:** Active  
**Activation Date:** 06/09/2015  
**Expiration Date:** 06/08/2016

### Exclusions

Active Exclusion Records? No



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 4th day of August 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 request by the Sheriff's Department to dispose of a surplus vehicle per attached list through the Missouri Auto Auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal form.

Done this 4th day of August, 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 Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: July 27, 2015

RE: Vehicle Surplus Disposal

Following is a list of surplus vehicles that have been replaced. The Sheriff's Department requests commission approval for disposal through the Missouri Auto Auction. Our contract with MO Auto Auction is 10-23MAR10 – Auction Services for Surplus Vehicles.

AUCTION THROUGH MISSOURI AUTO AUCTION				
Year	Description	Approximate Mileage	VIN #	Condition
2001	Ford Explorer	155,300	1FMZU73E51ZA37663	Poor: vehicle has exceeded expectant service life (Asset tag 18282)

cc: Disposal File; Chad Martin, Sheriff; Greg Edington, PW; Hilary Matney, Risk Manager; Heather Acton, Auditor

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07-20-2015

FIXED ASSET TAG NUMBER: 18282

DESCRIPTION: 2001 Ford Explorer, VIN 1FMZU73E51ZA37663

REQUESTED MEANS OF DISPOSAL: Sell / Auction *w/ term & supply vendor*

OTHER INFORMATION: *Odometer shows 155,300 (plus).*

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Vehicle has exceeded expected service life.

**RECEIVED**

JUL 24 2015

**BOONE COUNTY AUDITOR**

COUNTY / COURT IT DEPT. (check one)  DOES /  DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ~~07-20-2015~~ *BCSD will deliver to auction*

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF / ENFORCEMENT SIGNATURE *[Signature]*

**AUDITOR**

ORIGINAL PURCHASE DATE 3-1-13 RECEIPT INTO 2502-3835 *He*  
ORIGINAL COST \$5,500 GRANT FUNDED (Y/N) N  
ORIGINAL FUNDING SOURCE 2752 GRANT NAME \_\_\_\_\_  
ASSET GROUP 1605 % FUNDING \_\_\_\_\_  
AGENCY \_\_\_\_\_  
DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_  
TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_  
LOCATION WITHIN DEPARTMENT \_\_\_\_\_  
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 338-2015

DATE APPROVED 8-4-15

SIGNATURE *[Signature]*

18282 (7663)

7663: 2001 Ford Explorer

VIN: 1FMZU73E51ZA3766

License Plate: CONFIDENTIAL

Miles: 132,799.0

Location: 02-Sheriffs

Department:

External WO:

Vendor: V7000 - SHERIFF

Inv#:

PO#:

WO#	Open Date	Close Date	Status	Downtime	Accident
16435	05/21/2013	05/21/2013	Closed	0.00	

Description: APM

Detail	Discounts	Parts	Labor	Tires	Other	Total
<b>Service A</b>						
<b>Light Check</b>						
Brake Lights:Pass		Dashboard Lights:Pass		Dome Light:Pass		
Headlights:Pass		Reverse Lights:Pass		Turn Signals:Pass		
Miscellaneous Parts		\$0			\$0.00	\$0.00
Miscellaneous Labor			\$0			
Other					\$0	
<b>Lube, Oil &amp; Filter</b>						
Miscellaneous Parts		\$22.50			\$0.00	\$22.50
Miscellaneous Labor		\$22.50				
Other			\$0			
					\$0	
	\$0	\$22.50	\$0	\$0	\$0	\$22.50

7663: 2001 Ford Explorer

VIN: 1FMZU73E51ZA3766

License Plate: CONFIDENTIAL

Miles: 139,308.0

Location: 02-Sheriffs

Department: 1251-Sheriffs

External WO:

Vendor: V7000 - SHERIFF

Inv#:

PO#:

WO#	Open Date	Close Date	Status	Downtime	Accident
26331	12/04/2013	12/04/2013	Closed	0.00	

Description: APM

Detail	Discounts	Parts	Labor	Tires	Other	Total
<b>Service A</b>						
<b>Light Check</b>						
Brake Lights:Pass		Dashboard Lights:Pass		Dome Light:Pass		
Headlights:Pass		Reverse Lights:Pass		Turn Signals:Pass		
Miscellaneous Parts		\$0			\$0.00	\$0.00
Miscellaneous Labor			\$0			
Other					\$0	
<b>Lube, Oil &amp; Filter</b>						
Miscellaneous Parts		\$42.40			\$0.00	\$42.40
Miscellaneous Labor		\$42.40				
Other			\$0			
					\$0	
	\$0	\$42.40	\$0	\$0	\$0	\$42.40

7663: 2001 Ford Explorer

VIN: 1FMZU73E51ZA3766

License Plate: CONFIDENTIAL

Miles: 142,668.0

Location: 02-Sheriffs

Department:

WO#	Open Date	Close Date	Status	Downtime	Accident
25171	04/04/2014	04/04/2014	Closed	0.00	

Description:

SAF						
Detail	Discounts	Parts	Labor	Tires	Other	Total
<b>Work Order Labor</b>		\$0	\$17.00		\$0.00	\$17.00
Miscellaneous Parts		\$0				
M0053 (0.50)			\$17.00			
Miscellaneous Labor			\$0			
Other					\$0	
	\$0	\$0	\$17.00	\$0	\$0	\$17.00

7663: 2001 Ford Explorer VIN: 1FMZU73E51ZA3766 License Plate: CONFIDENTIAL  
 Miles: 147,999.0  
 Location: 02-Sheriffs Department: 1251-Sheriffs  
 External WO: Vendor: V7000 - SHERIFF Inv#: 0236286  
 PO#:

WO #	Open Date	Close Date	Status	Downtime	Accident
26136	07/14/2014	07/14/2014	Closed	0.00	

Description: APM

Detail	Discounts	Parts	Labor	Tires	Other	Total
<b>Service A</b>						
<b>Light Check</b>		\$0	\$0		\$0.00	\$0.00
Brake Lights:Pass	Dashboard Lights:Pass		Dome Light:Pass			
Headlights:Pass	Reverse Lights:Pass		Turn Signals:Pass			
Miscellaneous Parts		\$0				
Miscellaneous Labor			\$0			
Other					\$0	
<b>Lube, Oil &amp; Filter</b>		\$29.45	\$0		\$0.00	\$29.45
Miscellaneous Parts		\$29.45				
Miscellaneous Labor			\$0			
Other					\$0	
	\$0	\$29.45	\$0	\$0	\$0	\$29.45

7663: 2001 Ford Explorer VIN: 1FMZU73E51ZA3766 License Plate: CONFIDENTIAL  
 Miles: 151,372.0  
 Location: 02-Sheriffs Department: 1251-Sheriffs  
 External WO: Vendor: V7002 - SHERIFF Inv#: 210158063  
 PO#:

WO #	Open Date	Close Date	Status	Downtime	Accident
112622	11/05/2014	11/05/2014	Closed	0.00	

Comments: Replaced 4 tires.

Detail	Discounts	Parts	Labor	Tires	Other	Total
<b>Tire Service:</b>		\$516.84	\$0		\$0.00	\$516.84
	\$0	\$0	\$0	\$516.84	\$0	\$516.84

7663: 2001 Ford Explorer VIN: 1FMZU73E51ZA3766 License Plate: CONFIDENTIAL  
 Miles: 153,192.0  
 Location: 02-Sheriffs Department: 1251-Sheriffs

WO #	Open Date	Close Date	Status	Downtime	Accident
113190	02/10/2015	02/10/2015	Closed	0.00	

Description: MM

Detail	Discounts	Parts
--------	-----------	-------

		<u>Labor</u>	<u>Tires</u>	<u>Other</u>	<u>Total</u>
<b>C04:SUSPENSION</b>		\$24.34	\$17.00	\$0.00	\$41.34
K700542 SWAY BAR LINKS (2.000)	\$24.34				
Miscellaneous Parts	\$0				
M0053 - Knight, Terry (0.50)		\$17.00			
Miscellaneous Labor		\$0			
Other				\$0	
<b>C09:MISC MAINT</b>		\$3.34	\$0	\$0.00	\$3.34
Main: BLACK ICE: AIR FRESHENER (1.000)	\$0.55				
OIL: 5W30: ENG OIL (1.000)	\$2.79				
Miscellaneous Parts	\$0				
Miscellaneous Labor		\$0			
Other				\$0	
<b>C16:WIPERS</b>		\$12.32	\$6.80	\$0.00	\$19.12
1G: SP18: 18" CONTOUR (2.000)	\$12.32				
Miscellaneous Parts	\$0				
M0053 - Knight, Terry (0.20)		\$6.80			
Miscellaneous Labor		\$0			
Other				\$0	
<b>C48:SAFETY INSPECTNS</b>		\$0	\$17.00	\$0.00	\$17.00
Miscellaneous Parts	\$0				
M0053 - Knight, Terry (0.50)		\$17.00			
<b>Labor Comments:MM</b>					
Miscellaneous Labor		\$0			
Other				\$0	
	\$0	\$40.00	\$40.80	\$0	\$80.80

7663: 2001 Ford Explorer

VIN: 1FMZU73E51ZA376t

License Plate: CONFIDENTIAL

Miles: 154,531.0

Location: 02-Sheriff's

Department: 1251-Sheriff's

External WO:

Vendor: V7000 - SHERIFF

Inv#: 0315144

PO#:

<u>WO #</u>	<u>Open Date</u>	<u>Close Date</u>	<u>Status</u>	<u>Downtime</u>	<u>Accident</u>
113602	04/01/2015	04/01/2015	Closed	0.00	
<b>Detail</b>					
<b>Service A</b>					
<b>Light Check</b>					
Brake Lights:Pass		Dashboard Lights:Pass		Dome Light:Pass	
Headlights:Pass		Reverse Lights:Pass		Turn Signals:Pass	
Miscellaneous Parts		\$0			\$0.00
Miscellaneous Labor			\$0		
Other					\$0
<b>Lube, Oil &amp; Filter</b>		\$27.95	\$0		\$27.95
Miscellaneous Parts		\$27.95			
Miscellaneous Labor			\$0		
Other					\$0
		\$0	\$27.95	\$0	\$0
			\$0	\$0	\$27.95

---

<b>Grand Total:</b>	<b>\$0.00</b>	<b>\$162.30</b>	<b>\$57.80</b>	<b>\$516.84</b>	<b>\$0.00</b>	<b><u>\$736.94</u></b>
---------------------	---------------	-----------------	----------------	-----------------	---------------	------------------------

STATE OF MISSOURI

CERTIFICATE OF TITLE

03409CA370

ORIGINAL

TITLE NUMBER

TWH71760



VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

BODY STYLE

1FMZU73E51ZA37663

2001

FORD

FODOR

HP

PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX

PURCHASE DATE

DATE ISSUED

37

\*

EX 08

01/23/2013

03/14/2013

OWNER

BOONE COUNTY SHERIFF DEPARTMENT  
2121 E COUNTY DR  
COLUMBIA MO 65202

MAIL TO



BOONE COUNTY SHERIFF DEPARTMENT  
2121 E COUNTY DR  
COLUMBIA MO 65202-9064

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*EXEMPT FROM MILEAGE REQUIREMENTS

EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

13653531

*Brian H. Long*  
DIRECTOR OF REVENUE



DOR-387 (09/2012)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

4th

day of August

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 disposition of surplus, per attached summary order description, to Karen L. Sapp in the amount of \$49,540.68, as recommended by the County Treasurer.

Done this 4th day of August, 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



**DRAFT Commission Order:**


Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2014 tax sale surplus relating to parcel **16-201-04-03-008.00**:

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Karen L. Sapp**. **Karen L. Sapp** has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 2895, Page 155, Boone County Records, and other supporting documentation filed by **Karen L. Sapp** are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that **Karen L. Sapp** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$49,540.68**, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Karen L. Sapp** in the amount of **\$49,540.68** via check payable to **Karen L. Sapp** in that amount.

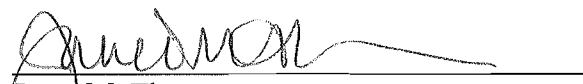
Done this 4th day of August, 2015.

  
Daniel K. Atwill  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

Absent  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**Kay Murray - Karen Sapp Surplus Claims -- PRIVILEGED**

---

**From:** CJ Dykhouse  
**To:** Murray, Kay  
**Date:** 7/21/2015 8:39 AM  
**Subject:** Karen Sapp Surplus Claims -- PRIVILEGED  
**CC:** Johnson, Tansy; Martin, Nathan  
**Attachments:** Karen Sapp 2014 Tax Sale Surplus Claim -- \$49540.68 Parcel 16-201-04-03-008.00.pdf; Collector Title Search Info -- Parcel 16-201-04-03-008.00 -- Karen Sapp.pdf; Karen Sapp 2014 Tax Sale Surplus Claim -- \$78220.14 Parcel 22-400-18-00-003.03.pdf; Collector Title Search Info -- Parcel 22-400-18-00-003.03 -- Karen Sapp.pdf; Draft Commission Order re 2014 Tax Sale Surplus Claim -- Karen Sapp Parcel 16-201-04-03-008.00.docx; Draft Commission Order re 2014 Tax Sale Surplus Claim -- Karen Sapp Parcel Parcel 22-400-18-00-003.03.docx

---

Kay,

Good morning. I've now had the opportunity to review the surplus claims filed by Karen Sapp as well as the Collector's title search information from the 2014 tax sale. Based on that review, I am of the opinion that Karen Sapp was the publicly recorded owner of the properties at the time of the delinquent tax sale, the application for surplus is timely, and thus she is entitled to the surplus under RSMo Sec. 140.230.

I've attached the surplus applications, the title search information, and two, draft Commission Orders for your use in scheduling this on a Commission agenda at your convenience. If you would like to visit with me about any aspect of this further, please do not hesitate to contact me and I'll stand by.

Thanks, Kay!

CJ

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
801 E. Walnut, Ste. 211  
Columbia, Missouri 65201  
573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

# OFFICIAL NOTICE

## DELINQUENT REAL ESTATE TAX CERTIFICATE SALE

### Boone County Collector's Office

Attention:  
SAPP KAREN  
6601 COUNTY ROAD 333  
FULTON MO 65251-5821

Certified Mail  
71969008911100689302

**Tax Payment Deadline is August 22, 2014**

**Tax Sale Auction is to be held at the Boone County Courthouse  
August 25, 2014 at 10:00 a.m.**

**The property referenced below will be SOLD at public  
auction if the 2012 delinquent taxes, penalties and costs are  
not paid by August 22, 2014**

Property owner name & mailing address:

SAPP KAREN  
6601 COUNTY ROAD 333  
FULTON MO 65251-5821

Parcel number & legal description:

16-201-04-03-008.00  
Sec 04 T48 R13  
-4001 W I 70 Dr NW  
Deeded 1.86 Acres Calculated 1.5 Acres being: Part of  
tracts 6 & 7 of Sur #7775, located in the E 650' of SW¼  
SW¼ of Sec 4 T48N R13W, said part being shown as  
Tract "A" of Sur rec Book/Page 273-596 & containing  
1.86 acres m/l as rec QTCD Book/Page 2895/155 desc  
as: Beg at iron the SW cor of Tract 6 of said Sur #7775;  
thence with E line of a road N06° 12'W, 126.1' to the  
center of a branch; thence with the center of said  
branch N83° 13'E, 41.3'; thence N60° 05'E, 121.8';  
thence N35° 41'E, 132.2'; thence N59° 03'E, 134.5' to  
the E line of said Sur #7775; thence leaving said branch  
& with said E line S00° 30'W, 386.2' to iron on N ROW  
of US Hwy 40; thence with said ROW N86° 40'W, 322.5'  
to POB as rec QTCD Book/Page 2895/155

You may pay the outstanding taxes, penalties and costs which will remove the property from the scheduled tax certificate sale. **Please contact our office for the total amount due prior to remitting payment.** Penalties will increase each month and advertising fees will be added after 5:00 P.M. July 18, 2014. Included is a brochure with tax sale and property redemption information.

**Payment must be made by cash, postal money order or certified check.**

Please remit payment to:  
Boone County Collector's Office  
801 E. Walnut, Room 118  
Columbia, MO 65201-4890

Phone: (573) 886-4285

Fax: (573) 886-4294

Property Information

Property Location (Situs Address)	4001 W I 70 DR NW
-----------------------------------	-------------------

Legal Description	SUR 273/596 TRA 7775 PT TR 6&7 PT SW SW	<b>RECEIVED</b>  MAY 22 2014
<u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.		

BOONE COUNTY COLLECTOR

Vesting Deed

Name of Owner(s)	SAPP KAREN
Address	6601 COUNTY ROAD 333, FULTON MO 65251-5821
Title Taken By	QUIT CLAIM DEED
Date of Deed	10/05/2005
Date Recorded	02/23/20062895 / 155
Book/Page	
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Signature of Searcher	<i>Carrie Bell</i>
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/13/2014



True Line Title Company  
 110 E Ash Street  
 Columbia, MO 65203

**Additional Liens**

<b>Special Assessments</b>	
<b>Tax Bill #</b>	
<b>Address</b>	

<b>Federal Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>State Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Mechanics Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Judgments</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

<b>Other (Lis Pendens, Bankruptcies, etc)</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

**Additional Information**



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

Boone County  
Unofficial Document

Recorded in Boone County, Missouri

Date and Time 02/23/2006 at 03:06:03 PM  
Instrument # 2006004439 Book 2895 Page 155

Grantor SAPP, DENNIS W  
Grantee SAPP, KAREN

Instrument Type QTCL  
Recording Fee \$27.00 S  
No of Pages 2

Bettie Johnson, Recorder of Deeds



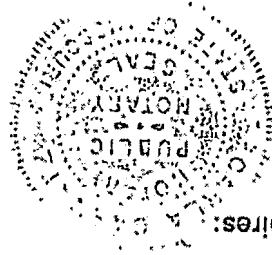
### QUIT CLAIM DEED

THIS INDENTURE, made on the 5th day of October, A.D., 2005, by and between Dennis W. Sapp, a single person, herein referred to as GRANTOR, of the County of Boone, in the State of Missouri, party of the First Part, and Karen Sapp, a single person, herein referred to as GRANTEE. Grantee's mailing address: P.O. Box 30518, Columbia, Missouri 65205, of the County of Boone, in the State of Missouri, party of the Second Part:

WITNESSETH, That the said party of the First Part in consideration of the sum of One Dollar and other good and valuable considerations to him paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit-Claim unto the said party of the Second Part, the following described Lots, Tracts or Parcels of Land lying, being and situate in the County of Boone, State of Missouri, to-wit:

PART OF TRACTS SIX (6) AND SEVEN (7) OF BOONE COUNTY SURVEY NO. 7775, LOCATED IN THE EAST 650 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOUR (4), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI, SAID PART BEING SHOWN AND DESCRIBED AS TRACT "A" OF THE SURVEY RECORDED MAY 12, 1954 IN DEED BOOK 273, PAGE 596, RECORDS OF BOONE COUNTY, MISSOURI, AND CONTAINING 1.86 ACRES, MORE OR LESS.

(This Quit Claim Deed is executed pursuant to the terms of the Judgment Entry and Decree of Dissolution entered in the case of Karen L. Sapp v. Dennis W. Sapp, Boone County Case No. 04FC164744.)



My commission expires: CARLA GARNATZ Notary Public - Notary Seal State of Missouri Boone County My Commission Expires Sept. 18, 2008

Carla Garnatz  
Notary Public

On this 5th day of October, 2005, before me personally appeared Dennis W. Sapp, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Dennis W. Sapp further declared himself to be single and unmarried. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state aforesaid the day and year first above written.

STATE OF MISSOURI )  
) ss. )  
COUNTY OF BOONE )

Dennis W. Sapp  
DENNIS W. SAPP

GRANTOR:

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said party of the Second Part, and heirs and assigns, FOREVER so that neither the said party of the First Part nor his heirs, nor any other person or persons for him or in his Name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred. IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand and seal the day and year first above written.

This document, including the legal description, was prepared by Carson & Coll, P.C., attorneys, based solely on information furnished by the parties or their agents and without title search or examination.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

4th

day of August

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 the League of Women Voters of Columbia/Boone County for September 16, 2015 from 5:00 p.m. to 9:00 p.m.

Done this 4th day of August, 2015.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

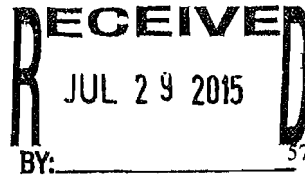
Absent

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: LEAGUE OF WOMEN VOTERS OF COLUMBIA-BOONE Co.

Address: P/O. Box 239

City: COLUMBIA State: MO ZIP Code: 65205

Phone: 573-445-3500 Website: LWVCBC.ORG

Individual Requesting Use: MARILYN McLEOD Position in Organization: 1st Vice-President

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: CONSTITUTION DAY EVENT

Description of Use (ex. Speaker, meeting, reception): GUEST SPEAKER (UNIV. PROFESSOR)

Date(s) of Use: 9/16/15

Start Time of Setup: 5:00 AM/PM PM Start Time of Event: 6:30 AM/PM PM

End Time of Event: 8:45 AM/PM PM End Time of Cleanup: 9:00 AM/PM 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: Marilyn McLeod / 1st Vice-President

Phone Number: 573-445-3500 Date of Application: 7/27/15

Email Address: MARILYN\_McLEOD@ymhoo.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](mailto: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: 8-4-15