

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

13th

day of October

20 15


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

Now on this day the County Commission of the County of Boone does hereby recognize Boone County, Missouri as a Purple Heart County.

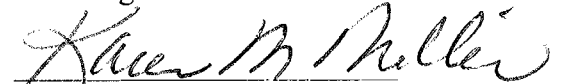
Done this 13th day of October, 2015.

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

*Proclamation Recognizing
Boone County, Missouri as a
Purple Heart County*

- Whereas,** Boone County, Missouri has a great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and
- Whereas,** veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and
- Whereas,** the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and
- Whereas,** many men and women in uniform have given their lives while serving in the Armed Forces; and
- Whereas,** citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential services; and
- Whereas,** Boone County, Missouri seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and
- Whereas,** the Boone County Commission desires to proclaim Boone County, Missouri to be a Purple Heart County honoring the service and sacrifices of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms; and
- Therefore,** the Boone County Commission does hereby support Boone County, Missouri becoming a Purple Heart County.

IN TESTIMONY WHEREOF, this 13th day of October, 2015.

Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

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County of Boone

} ea.

In the County Commission of said county, on the

13th

day of

October

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 5647 E. Spiva Crossing, parcel #12-200-03-00-038.00 01.

Done this 13th day of October, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement	)	October Session
5647 E. Spiva Crossing	)	October Adjourned
Hallsville, MO 65202	)	Term 2015
	)	Commission Order No. <u>480-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 13th day of October 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: a derelict, unlicensed and inoperable blue vehicle on the premises.
4. The location of the public nuisance is as follows: 5647 E. Spiva Crossing Road, a/k/a parcel# 12-200-03-00-038.00 01, Section 3, Township 49, Range 12 as shown in deed book 3731 page 0062, Boone County.
5. The specific violation of the Code is: a derelict, unlicensed and inoperable blue vehicle in violation of section 6.9 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 10th day of September 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:



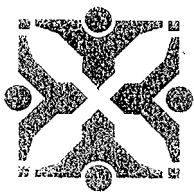
Boone County Clerk

Photographs taken 9/30/15 @ ~ 3:00 pm
5647 E. Spiva Crossing Road



Marjorie Kay Spiva
5647 E. Spiva Crossing Road
Health Department nuisance notice - timeline

- 08/21/15: citizen complaint received
- 09/01/15: initial inspection conducted
- 09/08/15: notice of violation sent to owner via certified mail, return receipt requested
- 09/10/15: owner signed for notice
- 09/30/15: reinspection conducted – violation not abated – photographs taken at ~ 3:00 pm
- 10/01/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Marjorie Kay Spiva
5647 E. Spiva Crossing Road
Hallsville, MO 65255-9677

An inspection of the property you own located at 5647 E. Spiva Crossing Road (parcel # 12-200-03-00-038.00 01) was conducted on September 1, 2015 and revealed a derelict, unlicensed and inoperable maroon Ford Explorer vehicle and a derelict, unlicensed and inoperable blue vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, October 13, 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 1st day of October 2015 by MM.



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

Marjorie Kay Spiva
5647 E. Spiva Crossing Road
Hallsville, MO 65255-9677

An inspection of the property you own located at 5647 E. Spiva Crossing Road (parcel # 12-200-03-00-038.00 01) was conducted on September 1, 2015 and revealed a derelict, unlicensed and inoperable maroon Ford Explorer vehicle and a derelict, unlicensed and inoperable blue vehicle 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 6.9. 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 5th day of September 2015 by [Handwritten Initials]

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™
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Domestic Mail Only

7014 3490 0002 2759 9525

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 0.73	

Sent To **Marjorie Kay Spiva**
 Street & Apt. No., or PO Box No. **5647 E. Spiva Crossing Rd.**
 City, State, ZIP+4 **Hallsville, MO 65255**

PS Form 3800, July 2014 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:

Marjorie Kay Spiva
 5647 E. Spiva Crossing Rd.
 Hallsville, MO 65255

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Marjorie Kay Spiva Addressee

B. Received by (Printed Name) *Marjorie Kay Spiva* C. Date of Delivery *10/9/15*

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) **7014 3490 0002 2759 9525**



Michala Wekenborg-Tomka <mawekenb@gocolumbiamo.com>

5647 E. Spiva Crossing Rd, 65255

1 message

Daniel Schneiderjohn <drschnei@gocolumbiamo.com>

Fri, Aug 21, 2015 at 2:40 PM

To: Kristine Vellema <KNVELLEM@gocolumbiamo.com>, Britni Dewrock <bmdewroc@gocolumbiamo.com>, Michala Gunier <mawekenb@gocolumbiamo.com>

Abandoned home, shed erected being used as living quarters along with porta-potty. They think they are discharging sewage on the property.

Shed and potty can be seen from road on east side of drive. Complainant wishes to remain anonymous but will call back for updates.

--
Daniel Schneiderjohn, MPH
Environmental Public Health Specialist
Columbia/Boone County Public Health & Human Services
(573) 441-5508
drschnei@gocolumbiamo.com

g/l
narrow Ford Explorer
blue vehicle



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 12-200-03-00-038.00 01 Property Location 5647 E SPIVA CROSSING RD

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **HALLSVILLE (R4)**
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **SPIVA MARJORIE KAY**
Address **5647 E SPIVA CROSSING RD**
City, State Zip **HALLSVILLE, MO 65255 - 9677**

Subdivision Plat Book/Page

Section/Township/Range **3 49 12**

Legal Description **S 1/2 NE
EXC SW COR SE SE
ALSO EXC DAISY WAY SD**

Calculated Acreage **75.16**

Deed Book/Page **3731 0062 3731 0061 3731 0060 3731 0059**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
FI	32,340	3,240	35,580	FI	3,880	388	4,269
RI	12,600	6,300	18,900	RI	2,394	1,197	3,591
Totals	44,940	9,540	54,480	Totals	6,274	1,585	7,860

Most Recent Tax Bill(s)

Residence Description

Year Built **1910**
(ESTIMATE)

Use **815**

Basement **NONE (1)**

Attic **NONE (1)**

Bedrooms **3**

Main Area **1,837**

Full Bath **1**

Finished Basement Area **0**

Half Bath **0**

Total Rooms **5**

Total Square Feet **1,837**

Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri
Date and Time 11/16/2010 at 03:35:59 PM
Instrument #. 2010024664 Book 3731 Page 62

Grantor SWARTZ, MARJORIE
Grantee SPIVA, MARJORIE KAY

Instrument Type QTCL
Recording Fee \$27.00 S
No of Pages 2

Bette Johnson
Bette Johnson, Recorder of Deeds



12

QUIT-CLAIM DEED

THIS DEED made and entered into this 26th day of October, 2010, by and between

MARJORIE SWARTZ, a single person

party of the first part of the State of Texas, Grantor and

MARJORIE KAY SPIVA

party of the second part, of Boone County, State of Missouri, Grantee.

Grantee's mailing address is: 5647 E. Spiva Crossing Road, Hallsville, MO 65255.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and other valuable considerations 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, her heirs and assigns, the following described Real Estate situated in the County of Boone, State of Missouri, to-wit:

The east twenty (20) acres of the following described tract of land: 84.16 acres, the south part of the Northeast Quarter (NE 1/4) of Section Three (3), Township Forty-nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, described as follows: Beginning at the half-mile corner on the east side of said section; thence West with the east and west subdivision line of said section 40.62 chains to a stone, the center of said section; thence North with the north and south subdivision line of said section, 20.72 chains to a stone; thence East parallel with the east and west subdivision line 40.62 chains to the east line of said section; thence South with the east line of said section 20.72 chains to the beginning.

Nora Dietzel, Recorder of Deeds

TO HAVE AND TO HOLD THE SAME with all the rights, immunities, privileges and appurtenances thereunto belonging unto the said party of the second part and her heirs and assigns, forever; so that neither the said party of the first part, or her heirs, nor any other person or persons for them or in their 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.

That I am the widow of Joseph Swartz who is named as an heir in the Decree Determining Heirship recorded in Book 1143, Page 533, Deed Records of Boone County, Missouri.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Marjorie Swartz
MARJORIE SWARTZ

STATE OF Texas)
) SS.
COUNTY OF Denton)

On this 26th day of October, 2010, before me personally appeared MARJORIE SWARTZ, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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



Michael McPherson
Notary Public
MICHAEL MCPHERSON

My commission expires:
2/27/2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of

October

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 5391 E. Elder Drive, parcel #12-802-27-02-001.00 01.


Done this 13th day of October, 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

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

In Re: Nuisance Abatement	)	October Session
5391 E. Elder Drive	)	October Adjourned
Columbia, MO 65202	)	Term 2015
	)	Commission Order No. <u>481-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 13th day of October 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: junk, trash, rubbish, garbage, tires and other refuse on the premises.
4. The location of the public nuisance is as follows: 5391 E. Elder Drive, a/k/a parcel# 12-802-27-02-001.00 01, Section 27, Township 49, Range 12 as shown in deed book 4260 page 0039, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, tires 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 15th day of September 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.

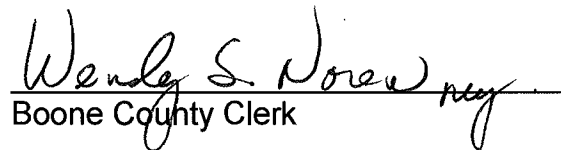
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:

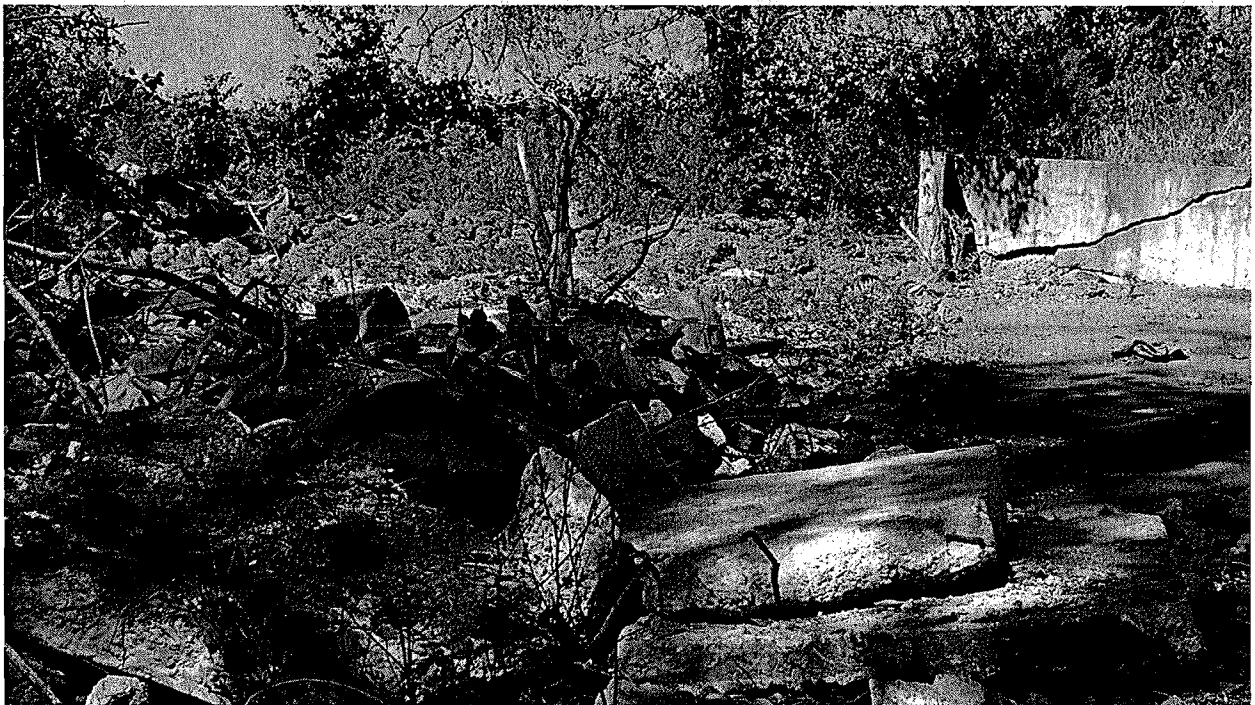


Boone County Clerk

Photographs taken 9/30/15 @ ~ 2:15 pm
5391 E. Elder Drive



Photographs taken 9/30/15 @ ~ 2:15 pm
5391 E. Elder Drive



Photographs taken 9/30/15 @ ~ 2:15 pm
5391 E. Elder Drive

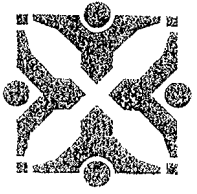


Photographs taken 9/30/15 @ ~ 2:15 pm
5391 E. Elder Drive



Robert Wayne Hawkins, Jr.
5391 E. Elder Drive
Health Department nuisance notice - timeline

- 08/28/15: citizen complaint received
- 09/10/15: initial inspection conducted
- 09/14/15: notice of violation sent to owner via certified mail, return receipt requested
- 09/15/15: owner signed for notice
- 09/30/15: reinspection conducted – nuisance not abated – photographs taken at ~ 2:15 pm
- 10/01/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Robert Wayne Hawkins, Jr.
3900 Clark Lane #146
Columbia, MO 65202

An inspection of the property you own located at 5391 E. Elder Drive (parcel # 12-802-27-02-001.00 01) was conducted on September 10, 2015 and revealed junk, trash, rubbish, garbage, tires 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, October 13, 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.

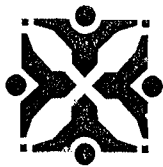
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for 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 1st day of October 2015 by MM



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

Robert Wayne Hawkins, Jr.
3900 Clark Lane #146
Columbia, MO 65202

An inspection of the property you own located at 5391 E. Elder Drive (parcel # 12-802-27-02-001.00 01) was conducted on September 10, 2015 and revealed junk, trash, rubbish, garbage, tires 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,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14th day of September 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

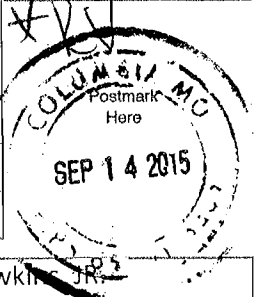
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7014 3490 0002 2759 8924

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



Sent To Robert Wayne Hawkins, JR.
 Street & Apt. No., or PO Box No. 3900 Clark Ln. #146
 City, State, ZIP+4 Columbia, MO 65202

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery 9/15/15</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>1. Article Addressed to:</p> <p style="text-align: center;">Robert Wayne Hawkins, JR. 3900 Clark Ln. #146 Columbia, MO 65202</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7014 3490 0002 2759 8924</p>	
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

<p>File Edit Commands Help</p> <p>RODGERS PUBLIC SECTOR</p> <p>Navigation</p>				
<p>6415</p> <p><input checked="" type="checkbox"/> Events</p> <p><input checked="" type="checkbox"/> Email log</p> <p><input checked="" type="checkbox"/> Reminders</p> <p><input checked="" type="checkbox"/> Work requests</p>	<p>Call Information</p> <p>Call ID: 6415 Status: Open Entity: City of Columbia</p> <p>Description: Corner of Elder & Wyatt Ln.</p> <p>Comments</p> <p>Lots of trash and junk piled on property Allan Tallmage 864 2035 Deputy Rodgers 228 4074</p>		<p>Call Details</p> <p>Call type: CE-County Nuisance</p> <p>Entry date/time: 08/28/2015 08:11:21</p> <p>Entry user ID: Niles, Michelle M Health -</p> <p>Origin:</p> <p>Work group: Environmental Health</p>	
	<p>Contact Information</p> <p>Contact ID: 154830</p> <p>Contact name: Undefined</p> <p>From phone: (573) 555-5555</p> <p>Customer:</p> <p>Location:</p> <p>Service:</p>			
	<p>Call Assignment/Notification</p> <p>Contact notification: Call back</p> <p>Notification date:</p> <p>Email updates: No</p> <p>Notification user:</p> <p>Forward to user: Vellema, Kristine Health</p>			<p>Close Information</p> <p>Close date/time: 00:00:00</p> <p>Close user:</p> <p>Elapsed time:</p> <p>Action taken:</p>
	<p>Print</p> <p>Cancel</p> <p>Exit</p> <p>Refresh</p> <p>Toggle Inform...</p> <p>Contact Inquiry</p>			

no trash, just files



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 12-802-27-02-001.00 01

Property Location 5391 E ELDER DR

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

Owner **HAWKINS ROBERT WAYNE JR**
 Address **3900 CLARK LN #146**
 City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page **0010 0090**

Section/Township/Range **27 49 12**

Legal Description **SOUTHERN VIEW ACRES
 LOTS 1 & 2**

Lot Size **200.00 x 100.00**

Deed Book/Page **4260 0039** **2489 0063** **1862 0341** **1478 0136**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	10,000	0	10,000	RV	1,900	0	1,900
Totals	10,000	0	10,000	Totals	1,900	0	1,900

Most Recent Tax Bill(s)

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 This Web application was developed by [Boone County](#).

Boone County, Missouri
Unofficial Document



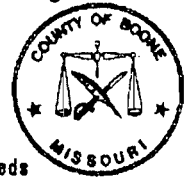
Recorded in Boone County, Missouri

Date and Time: 01/08/2014 at 01:48:16 PM
Instrument #: 2014000403 Book: 4260 Page: 39

Grantor: NGUYEN, JASMINE
Grantee: HAWKINS, ROBERT WAYNE JR

Instrument Type: WD
Recording Fee: \$27.00 S
No. of Pages: 2

Bellie Johnson
Bellie Johnson, Recorder of Deeds



Recording requested by: _____

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Robert Wayne Hawkins Jr.

Name Robert Wayne Hawkins Jr.

Address: 3900 Clark Ln. #146

Address 3900 Clark Ln. #146

City/State/Zip: Columbia, Mo. 65202

City/State/Zip Columbia, Mo. 65202

Property Tax Parcel/Account Number: 128022702001.00

Warranty Deed

This Warranty Deed is made on 01-03-14, between Jasmine & Ngoc Nguyen

Grantor, of 1603 E. Tower Dr., City of

Columbia, State of Missouri, and

Robert Wayne Hawkins Jr., Grantee, of 3900 Clark Ln. #146 ^{RWH}

, City of Columbia, State of Missouri: 65202.

For valuable consideration, the Grantor hereby sells, grants, and conveys the following described real estate, in fee simple, to the Grantee to have and hold forever, along with all easements, rights, and buildings belonging to the described property, located at 5391 E. Elder Dr.

, City of Columbia, State of Missouri:

Southern View Acres Lots 1 and 2

The Grantor warrants that it is lawful owner and has full right to convey the property, and that the property is free from all claims, liabilities, or indebtedness, and that the Grantor and its successors will warrant and defend title to the Grantee against the lawful claims of all persons. Taxes for the tax year of 2014 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 08 2014

Dated: January 03, 2014

[Signature]
Signature of Grantor

NGOC NGUYEN
Name of Grantor

[Signature]
Signature of Witness #1

John M. White
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Gene Adams
Printed Name of Witness #2

State of Missouri County of Boone

On 3rd Jan 2014, the Grantor, Ngoc Nguyen,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

[Signature]
Notary Signature
Lorrie Dunivent

Notary Public,

In and for the County of Boone State of Missouri

My commission expires: 23rd Oct 2015

Send all tax statements to Grantee.

Seal
LORRIE DUNIVENT
Notary Public-Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires Oct. 23, 2015
Commission # 11252274

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

13th

day of

October

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 7009 N. Moberly Drive, parcel #11-606-14-01-057.00 01.

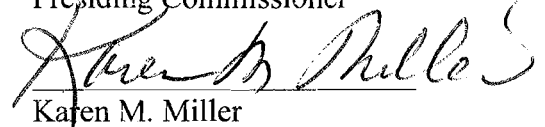
Done this 13th day of October, 2015.

ATTEST:

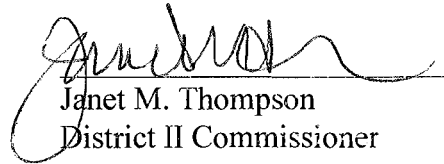
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement	)	October Session
7009 N. Moberly Drive	)	October Adjourned
Columbia, MO 65202	)	Term 2015
	)	Commission Order No. <u>482-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 13th day of October 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: junk, trash, rubbish and other refuse on the premises and growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 7009 N. Moberly Drive, a/k/a parcel# 11-606-14-01-057.00 01, Section 14, Township 49, Range 13 as shown in deed book 1242 page 0769, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish and other refuse and growth of weeds in excess of twelve inches high in violation of section 6.5 and 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 1st 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.

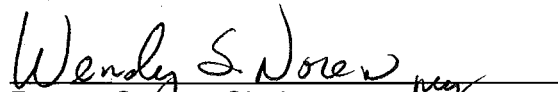
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 9/18/15 @ ~ 10:30 am
7009 N. Moberly Drive

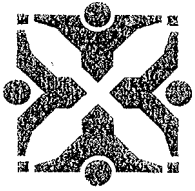


Russell L. and Julie A. Reynolds
7009 N. Moberly Drive
Health Department nuisance notice - timeline

- 05/21/15: citizen complaint received
- 05/27/15: initial inspection conducted
- 05/28/15: notice of violation sent to owner via certified mail, return receipt requested
- 06/01/15: owner signed for notice
- 06/22/15: reinspection conducted – nuisance not abated – spoke with owner via telephone, owner stated would have dumpster emptied – agreed to recheck on 7/21/15
- 08/07/15: second reinspection conducted – violation not abated
- 08/11/15: left message for owner on telephone
- 08/19/15: left message for owner on telephone
- 09/18/15: third reinspection conducted – violation not abated - photographs taken at ~ 10:30 am
- 09/28/15: hearing notice sent to owner

Russell L. and Julie A. Reynolds
7009 N. Moberly Drive
Health Department nuisance notice - timeline

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- 09/28/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Russell L. and Julie A. Reynolds
7009 N. Moberly Drive
Columbia, MO 65202-9160

An inspection of the property you own located at 7009 N. Moberly Drive (parcel # 11-606-14-01-057.00 01) was conducted on May 27, 2015 and revealed growth of weeds in excess of twelve inches high and trash, junk, rubbish 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 and 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, October 13, 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.

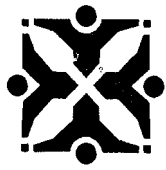
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for 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 28th day of September 2015 by MO.



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

Russell L. and Julie A. Reynolds
7009 N. Moberly Drive
Columbia, MO 65202-9160

An inspection of the property you own located at 7009 N. Moberly Drive (parcel # 11-606-14-01-057.01 01) was conducted on May 27, 2015 and revealed trash, junk, rubbish 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



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

Russell L. and Julie A. Reynolds
7009 N. Moberly Drive
Columbia, MO 65202-9160

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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 of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20 day of May 2015 by [initials]

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™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7013 1710 0000 5559 2598

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



Sent To
 Russell & Julie Reynolds
 7009 N. Moberly Dr.
 Columbia, MO 65202-9160

PS Form 3800, August 2008 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</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>1. Article Addressed to:</p> <p style="text-align: center;">Russell & Julie Reynolds 7009 N. Moberly Dr. Columbia, MO 65202-9160</p>	<p>3. Service Type</p> <p><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>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7013 1710 0000 5559 2598</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



Kristine Vellema <knvellem@gocolumbiamo.com>

7009 N Moberly Drive

1 message

Kala Wekenborg-Tomka <mawekenb@gocolumbiamo.com>

Thu, May 21, 2015 at 4:14 PM

To: Kristine Vellema <knvellem@gocolumbiamo.com>, Molly Aust <maa@gocolumbiamo.com>

Kris - please check for weeds and trash

Molly - complainant states there are lots of cats and a racoon problem

Complainant: Jerry 489-4263

This is not entered into CM

--
Kala Wekenborg-Tomka, MHA
Environmental Public Health Supervisor
Columbia/Boone County Public Health and Human Services
573-874-7346
www.gocolumbiamo.com

*- parents / me not door -
- go by - area for outdoor
property 500 marked off.*



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 11-606-14-01-057.00 01

Property Location 7009 N MOBERLY DR

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

Owner **REYNOLDS RUSSELL L & JULIE A**
 Address **7009 N MOBERLY DR**
 City, State Zip **COLUMBIA, MO 65202 - 9160**

Subdivision Plat Book/Page **0010 0194**

Section/Township/Range **14 49 13**

Legal Description **BON-GOR LAKE ESTATES BLK 5 LOT 39**

Lot Size **107.60 x 150.45**

Irregular shape **Y**

Deed Book/Page **1242 0769**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	13,600	76,100	89,700	RI	2,584	14,459	17,043
Totals	13,600	76,100	89,700	Totals	2,584	14,459	17,043

Most Recent Tax Bill(s)

Residence Description

Year Built **1977 (ESTIMATE)**

Use **SINGLE FAMILY (101)**

Basement **NONE (1)**

Attic **NONE (1)**

Bedrooms **3**

Main Area **1,980**

Full Bath **2**

Finished Basement Area **0**

Half Bath **1**

Total Rooms **6**

Total Square Feet **1,980**

Boone County, Missouri
GENERAL WARRANTY DEED
(INDIVIDUAL)
Unofficial Document

769

THIS DEED, Made and entered into this 1st day of July, 1996, by and between

ERNEST R. WREN, III and DEBORA A. WREN, husband and wife

of the County of Boone State of Missouri party or parties of the first part, and

RUSSELL L. REYNOLDS and JULIE A. REYNOLDS, husband and wife
7009 Moberly Dr. Columbia, MO 65202

of the County of Boone State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

7009 Moberly Dr. Columbia, MO 65202

Lot Thirty-nine 39) of BON-GOR LAKE ESTATES BLOCK FIVE (5) as shown by plat recorded in Plat Book 10, page 194, Boone County Records.

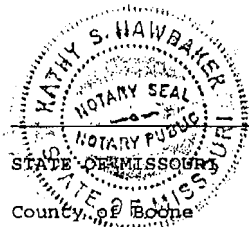
Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1996 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Ernest R. Wren, III
ERNEST R. WREN, III
Debora A. Wren
DEBORA A. WREN



} ss. On this 1st day of July, 1996, before me personally appeared

ERNEST R. WREN, III and DEBORA A. WREN, husband and wife to me known to be the persons or person described in and who executed the foregoing instrument, and acknowledged that ther executed the same as their free act and deed.

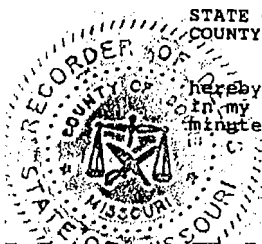
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

KATHY S. HAWBAKER
Notary Public, State of Missouri
County of Boone
My term expires ~~Commission Expires~~ November 8, 1998

Kathy S. Hawbaker
Notary Public

STATE OF MISSOURI) COUNTY OF BOONE) ss.

Document No. 14345



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 2nd day of July, 1996 at 3 o'clock and 56:15 minutes PM and is truly recorded in Book 1242 Page 769.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by *Becky Moser* deputy

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

13th

day of

October

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 46-25AUG15 – Microphones for 3 West Courtroom to TSI Global Companies, LLC of St. Charles, MO.

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

Done this 13th day of October, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 1, 2015
RE: RFP Award Recommendation: *46-25AUG15 – Microphones for 3 West Courtroom*

The Request for Proposal for *46-25AUG15 – Microphones for 3 West Courtroom* closed on September 1, 2015. One proposal response was received.

The evaluation committee consisted of the following:

Mary Epping, Court Administrator
Eileen Moore, Civil Division Clerk
Steve Smith, Court Technology Supervisor

The evaluation committee recommends award to TSI Global Companies, LLC of St. Charles, Missouri per their attached Evaluation Report for offering the lowest and best solution for Boone County.

Award is as follows:

Base Bid: Wired Microphones for Two Attorney Tables	\$5,171.59
Optional Bid Two: Wireless Microphone Solution	\$4,482.76

Total cost of contract is \$9,654.35 and will be paid from department 1230 – Jury Services & Court Costs, account 92300 – Replacement Machinery & Equipment.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

46-25AUG15 – Microphones for 3 West Courtroom

OFFEROR #1: TSI Global Companies, LLC

It has been determined that **TSI Global Companies, LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **TSI Global Companies, LLC** has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

Wireless microphones - they are proposing one of each. One being a hand held that could be passed around and the other is a body pack with a clip-on. This is a solution that would appear to work. They appear fairly simple to operate.

Wired Microphones: pricing appears within budget (\$4,400 for two) and fits our needs.

Concerns:

Lectern

- Is it the correct size with our current equipment in the Courtroom? When it's folded up, our document camera ELMO 18"x24"x6". Will that fit inside their proposed lectern?
- The one they proposed has a flat top but there is one that has an angle. We might want to make a suggestion for a change. The angled one looks more like a lectern.
- \$9,000 for lectern seems high and out of our budget. It does include one wired microphone.

Wireless Microphones: Could not have two attorneys walking around at the same time using the clip-on. They would have to trade-off their clip-on model. (But TSI did respond as we requested in our RFP).

Could more wireless microphones be added at a later date? Doing it down the road to add another one, may cost more due to having to pay for programming again.

Experience/Expertise of Offeror

- No information provided to evaluation this section of their proposal response, however, the County has done business with TSI in the past.

Recommendation for Award: Award Base Bid for Wired Microphones and Optional Bid Two for Wireless Microphone Solution to TSI. Do not award Optional Bid One for Lectern.

Mary Epping
Evaluator's Signature: Mary Epping, Court Administrator 9/8/15
Date

Eileen Moore
Evaluator's Signature: Eileen Moore, Civil Division Clerk 9-8-15
Date

Steve Smith
Evaluator's Signature: Steve Smith, Court Technology Supervisor 9/8/2015
Date

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **TSI Global Companies, LLC** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 46-25AUG15
MICROPHONES FOR 3 WEST COURTROOM
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document. The contract award for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete microphones for 3 west courtroom for Base Bid and Optional Bid #2 the following pricing:

6.1.1.	Base Bid: Wired Microphones for Two Attorney Tables	\$761.46
6.1.1.a.	Labor to install Base Bid Equipment	\$4,410.13
6.1.1.b.	Total: Base Bid Equipment + Labor	\$5,171.59
6.1.3.	Optional Bid 2: Wireless Microphone Solution	\$3,088.36
6.1.3.a.	Labor to install Optional Bid Equipment	\$1,394.40
6.1.3.b.	Total: Optional Equipment + Labor	\$4,482.76

For a contract total of Nine Thousand Six Hundred Fifty Four Dollars and Thirty Five Cents (\$9,654.35).

Contractor agrees to complete the above work within **six (6) weeks** after receipt of Purchase Order and Notice to Proceed from the Purchasing Department.

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

Instructions and General Conditions
Introduction and General Information
Scope of Services
Contract Terms and Conditions
Proposal Submission Information
Response / Pricing Page
Instructions for Compliance with House Bill 1549
Work Authorization Certification

Debarment Certification
Annual Wage Order #22, dated 06/09/15
Standard Terms and Conditions
Insurance Requirements
Addendums #1, #2, #3
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law Form
TSI Global Companies, LLC Bid Response dated 08/28/15 with signed addendums

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

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents (six (6) weeks after receipt of Purchase order and Notice to Proceed) or such additional time as may be allowed by the Project Manager under the contract.

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Facilities Maintenance Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any

brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

The Owner agrees to pay the Contractor in the amount:

Nine Thousand Six Hundred Fifty Four Dollars and Thirty Five Cents (\$9,654.35)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities, any delays in project completion and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 09.28.15
at Columbia, Missouri. (Date)

CONTRACTOR:
TSI GLOBAL COMPANIES, LLC

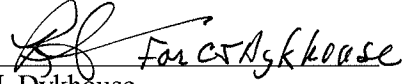
By: 
Authorized Representative *Signature*

By: BILL MUELLER
Authorized Representative *Printed Name*
Title: C.O.O.

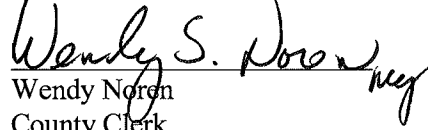
OWNER:
BOONE COUNTY, MISSOURI

By: 
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:



CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren
County Clerk

AUDITOR CERTIFICATION

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

 by jj 10/02/15
Signature Date Appropriation Account 1230 / 92300 / \$9,654.35

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

700 Fountain Lakes Blvd, St Charles, Mo. 63301 Ph 636-425-1304 Fx 636-425-1404

County of Boone - Missouri

RE: Request for Proposal RFP #46-25AUG15

Aug 28, 2015

BY: TSI Global Companies, LLC.

Melinda,

TSI Global Companies, LLC. is providing a Labor/installation pricing for the RFP #46-25AUG15 Microphones for 3 West Courtroom located in Columbia, Mo.

Enclosed you will find our response to the Scope of Work requested. This information based on the Request for Proposal document and associated three (3) Addendums.

- Proposal dated July 29, 2015
- Addendum #1 dated Aug 7, 2015, then Addendum #2 dated August 21, 2015, then Addendum #3 dated August 28, 2015.

Based on the on-site information and drawing details we are able to provide you with a formal proposal. If you have any questions please call to discuss.

Our Proposal is based on the fact that TSI Global will be provided most current copies of "programming" for the Bi-Amp DSP and the Crestron Control System. If these programs are unavailable or not "functional" this bid is voided.

Sincerely,

Dave Dwerlkotte

Sr Account Mgr - TSI



Item #	Description	Price
6.1.1.	Base Bid: Wired Microphones for Two Attorney Tables	\$ 761.46
6.1.1.a.	Labor to install Base Bid Equipment	\$ 4410.13
6.1.1.b.	Total: Base Bid Equipment + Labor	\$ 5171.59
6.1.2.	Optional Bid 1: Lectern with Combined Document Camera and Audio Capabilities	\$ 4318.97
6.1.2.a.	Labor to install Optional Bid Equipment	\$ 4634.40
6.1.2.b.	Total: Optional Equipment + Labor	\$ 8953.37
6.1.3.	Optional Bid 2: Wireless Microphone Solution	\$ 3088.36
6.1.3.a.	Labor to install Optional Bid Equipment	\$ 1394.40
6.1.3.b.	Total: Optional Equipment + Labor	\$ 4482.76
6.1.3.	GRAND TOTAL (6.1.1.B. + 6.1.2.B. + 6.1.3.b.)	\$ 18607.72

6.2. Equipment shall be delivered and installed 6 weeks lead time on Lectern calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

NONE

6.4. Describe warranty on equipment and labor (or attach description):

See attached Exhibit A for warranty on Shure products

6.5. List any deviations to the required specifications/scope of work:

NONE

6.6. Training shall be provided to Boone County staff within 1 days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): 90 DAYS.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: DAVID DWERLIKOFF
Organization: TSI Global Companies, LLC
Address: 700 FOUNTAIN LAKES BLVD, ST CHARLES, MO 63301
E-mail: DDWERLIKOFF@TSI-Global.com
Phone Number: 636 425 1304
Fax:

6.9. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?
 Newspaper advertisement
 Boone County Electronic Bid Notification
 other, please list: _____

Exhibit 'A'

SHURE WARRANTY POLICY

All products manufactured by Shure Incorporated feature a limited two-year warranty. This two-year warranty is specific to the date of purchase as shown on your purchase receipt.

While under a valid warranty period, defective products (purchased domestically) may be returned to Shure's Service Department without prior authorization for service and repair, free of charge. Out-of-warranty items may be returned for service and repair for a flat fee. Shure does reserve the right to charge an additional fee for products with extensive physical damage; however, we will not proceed with service without your authorization.



TSI- Technology Solutions
 700 Fountain Lakes Blvd
 St. Charles, MO 63301

Project Number: BOONECOUNTY-AV
 Project Name: RFP-46-25AUG15
 Date: 8/28/2015

Phone: 636-425-1304
 Fax: 636-425-1404
 Dave Dwerlkotte

Base Bid - Wired Mics for (2) Attorneys

Qty.	Part No.	Description	Unit Price	Ext. Price
<u>Attorneys Desk</u>				
2	MX-418D/C	Shure 18" cardioid desktop gooseneck microphone	\$248.68	\$497.37
1	EB2	Middle Atlantic 2SP blank	\$9.96	\$9.96
<u>Cables & Materials</u>				
1	22-162-03	Extron 22-2 mic/line plenum cable	\$93.26	\$93.26
1	MISC	Misc cables & materials	\$131.58	\$131.58
Sub Total				\$732.17
Shipping & Handling				\$29.29
Subtotal				\$761.46
Taxes				
<u>Installation</u>				
1	PROG-1	TSI Programming	\$906.67	\$906.67
1	ENGR-1	TSI Engineering	\$233.33	\$233.33
1	PM-1	TSI Project Management	\$616.53	\$616.53
1	COMM-1	TSI Commission system	\$624.00	\$624.00
1	DOC-1	TSI documentation	\$180.00	\$180.00
1	Install-1	TSI Installation low voltage	\$1,849.60	\$1,849.60
Total Investment				\$5,171.59



TSI- Technology Solutions
 700 Fountain Lakes Blvd
 St. Charles, MO 63301

Phone: 636-425-1304
 Fax: 636-425-1404
 Dave Dwerlkotte

Project Number: BOONECOUNTY-AV
 Project Name: RFP-46-25AUG15
 Date: 8/28/2015

Option 1 - Lectern w/Document Camera

Qty.	Part No.	Description	Unit Price	Ext. Price
<u>Technical Lectern</u>				
1	MX-418D/C	Shure 18" cardioid desktop gooseneck microphone	\$248.68	\$248.68
1	L5-FLATFR-WS33	Middle Atlantic Lectern 33"	\$1,480.92	\$1,480.92
1	L5-FINISH	Middle Atlantic QUOTE 815493	\$1,214.47	\$1,214.47
1	ELMO	Integrate Owners provided document camera		
1	6ATCPAVBK	Legrand 6" Poke Thru device	\$584.07	\$584.07
1	68REC	Legrand 20amp duplex receptacle	\$20.71	\$20.71
1	6MAAP	Legrand Extron compatible insert	\$8.43	\$8.43
1	AV9008BK	Legrand keystone insert	\$8.11	\$8.11
1	AV8009BK	Legrand XLR insert	\$20.63	\$20.63
1	5BLH	Legrand 1/2 gang blank housing	\$9.49	\$9.49
1	MID-1PTHA	Legrand 1 gang pass through housing	\$8.82	\$8.82
1	575CHA	Legrand 1/2 gang 3/4 conduit housing assbly	\$10.36	\$10.36
<u>Cables & Materials</u>				
1	22-162-03	Extron 22-2 mic/line plenum cable	\$93.26	\$93.26
1	24-4P-P-LGSH	Liberty Wire & Cable shielded CAT-6 cable plenum	\$313.33	\$313.33
1		Misc cables & materials	\$131.58	\$131.58
			Sub Total	\$4,152.86
			Shipping & Handling	\$166.11
			Subtotal	\$4,318.97
			Taxes	
<u>Installation</u>				
1	PROG-1	TSI Programming	\$200.00	\$200.00
1	ENGR-1	TSI Engineering	\$924.80	\$924.80
1	PM-1	TSI Project Management	\$200.00	\$200.00
1	COMM-1	TSI Commission system	\$193.33	\$193.33
1	DOC-1	TSI documentation	\$106.67	\$106.67
1	ELECT-1	TSI electrician	\$1,160.00	\$1,160.00
1	Install-1	TSI Installation low voltage	\$1,849.60	\$1,849.60
			Total Investment	\$8,953.37



TSI- Technology Solutions
 700 Fountain Lakes Blvd
 St. Charles, MO 63301

Phone: 636-425-1304
 Fax: 636-425-1404
 Dave Dwerlkotte

Project Number: BOONECOUNTY-AV
 Project Name: RFP-46-25AUG15
 Date: 8/28/2015

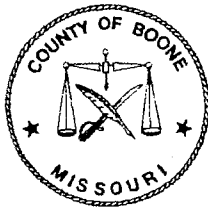
Option 2 - (2) Wireless Microphones

Qty.	Part No.	Description	Unit Price	Ext. Price
		<i>Mics</i>		
		Technical Lectern		
1	QLDX24/SM58-G50	Shure wireless handheld microphone system	\$1,051.32	\$1,051.32
1	QLDX14/85-G50	Shure wireless system w/Lavolier	\$1,132.89	\$1,132.89
1	UA221	Shure passive antenna splitter/combiner	\$132.89	\$132.89
2	SB900	Shure lithium-ion rechargeable battery	\$98.68	\$197.37
1	SBC200-US	Shure dual docking charger w/PS45US power supply	\$230.26	\$230.26
		<u>Cables & Materials</u>		
1	22-162-03	Extron 22-2 mic/line plenum cable	\$93.26	\$93.26
1		MIsc cables & materials	\$131.58	\$131.58
		Sub Total		\$2,969.58
		Shipping & Handling		\$118.78
		Subtotal		\$3,088.36
		Taxes		
		<u>Installation</u>		
1	ENGR-1	TSI Engineering	\$77.07	\$77.07
1	PM-1	TSI Project Management	\$200.00	\$200.00
1	COMM-1	TSI Commission system	\$346.67	\$346.67
1	Install-1	TSI Installation low voltage	\$770.67	\$770.67
		Total Investment		\$4,482.76

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal# 46-25AUG15 – Microphones for 3 West Courtroom, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: TSI Global Companies, LLC
Address: 700 Fountain Lakes Blvd, St Charles, MO
Phone Number: 314 574 6453 Fax Number: 636-425 1404 63301
E-mail: DDWERLKOTTE @ TSI-Global.com
Authorized Representative Signature: David Dwerlkotte Date: 9/1/15
Authorized Representative Printed Name: DAVID L. DWERLKOTTE



BOONE COUNTY, MISSOURI
Request for Proposal #: 46-25AUG15 – Microphones for 3 West Courtroom

ADDENDUM #2 - Issued August 21, 2015

This addendum is issued and modifies section 3.2. *Scope of Services* and the *Response/Pricing Page* and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum must be acknowledged and submitted with Offeror's response.

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

1) **Change Bid Opening Date and Time to:**


September 1, 2015, 1:30 p.m. central time

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal# 46-25AUG15 – Microphones for 3 West Courtroom, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: TSI Global Companies, LLC
Address: 700 Fountain Lake Blvd, St Charles, Mo
Phone Number: 6364251304 Fax Number: 636 425 1404
E-mail: DDWERLKOTTE @ TSI-Global.com
Authorized Representative Signature: David Dwerlkotte Date: 9/1/15
Authorized Representative Printed Name: David Dwerlkotte

OFFEROR has examined **Addendum #3** to Request for Proposal# 46-25AUG15 – Microphones for 3 West Courtroom, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: TSI Global Companies, LLC
Address: 700 Fountain Lakes Blvd, St Charles Mo
Phone Number: 636 425 1304 Fax Number: 636-425 1404
E-mail: DOWERLIOTTE @ TSI-Global.com
Authorized Representative Signature:  Date: 8/1/15
Authorized Representative Printed Name: Paul DWERLROTTE



6. **Revised Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: TSI Global Companies, LLC
Address: 700 Fountain Lakes Blvd
St Charles Mo 63301
Telephone: 636-425-1304 Fax: 636-425-1404
Federal Tax ID (or Social Security #): 26-0316754
Print Name: David Dwerlkotte Title: Sr. Account Mgr.
Signature: David Dwerlkotte Date: 8/1/15
E-Mail Address: DDWERLKOTTE @ TSI-GLOBAL.COM

6.1. **Pricing**

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Please attach itemized pricing with brand and model numbers.



BOONE COUNTY, MISSOURI
Request for Proposal #: 46-25AUG15 – Microphones for 3 West Courtroom

ADDENDUM #3 - Issued August 28, 2015

This addendum is issued and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Offeror's response.

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

The County has received the following questions and is providing a response below.

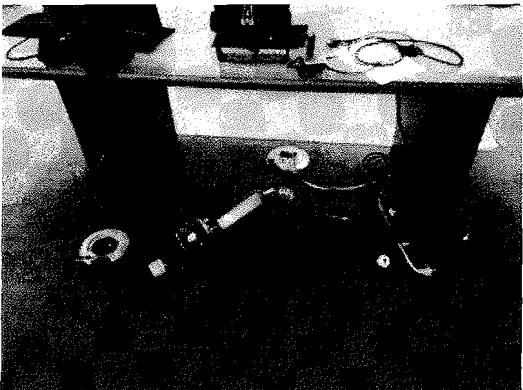
1. Where does conduit from Attorney Tables run?

Response:

There are two tables in 3West: Table A (on the left) and Table B (right, with the wood still covering the wires):



There is no conduit. There are holes below both tables:



The hole under Table A is accessible through a drop ceiling in the courtroom below – 2West. The hole under Table B is more difficult to access as the courtroom – 2West – has sheetrock at that point. There is a steel beam between the sheetrock and drop ceiling; however, it was discovered there are currently Ethernet cables running under the beam. Therefore, a company could likely use the Ethernet cables as “pull cables” to get the microphone wire from under Table B, to where Table A’s wires are, without having wires visibly running all over 3West.

2. How big is conduit from Attorney Table?

Response: N/A

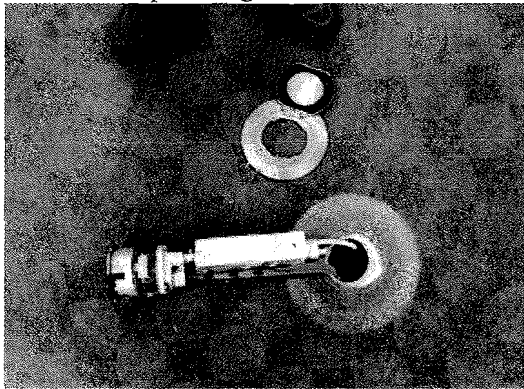
3. How full is conduit from Attorney Table?

Response: N/A

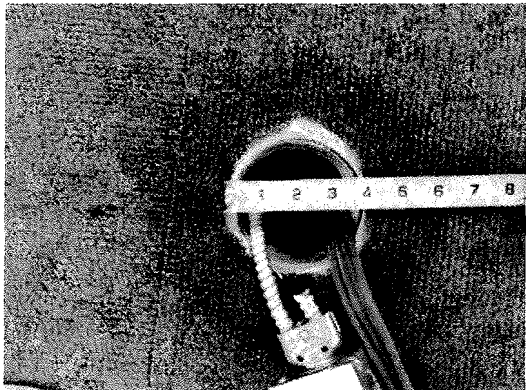
4. Where does conduit from Poke Thru for Lectern Run?

Response:

Similarly, there is no conduit from the poke thru for the lectern, there is a hole accessible through 2West’s drop ceiling:

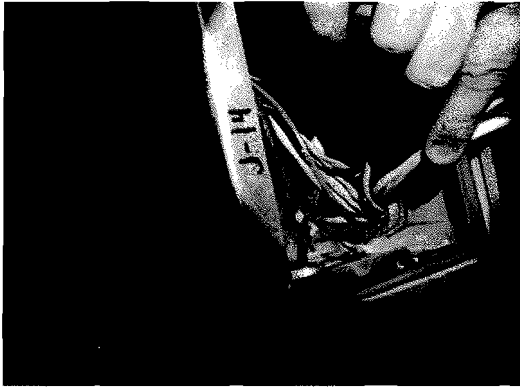


It is 4 inches across.



5. How big is conduit from Poke Thru for Lectern?

The current wires for the Elmo device currently runs through conduit that is under the witness stand, that is very full:



We would anticipate those wires be left and just be unplugged, and the lecturns' wires go through the hole that is available and very accessible through the lecturn's poke through.

6. How full is conduit from Poke Thru for Lectern?

Response: N/A. There's no conduit, just a hole.

7. Specification says it currently has only Electrical outlets. Lectern Poke Thru actually has four network jacks and two duplex outlets. Do network jacks need to remain or can they be demolished or re-purposed?

Response: We need one network jack and one plug-in to remain. The rest may be removed or re-purposed.


8. Please confirm that Lectern Poke through is 6". If not 6", what size is it?

Response: 4 inches.

9. I understand you have HP DL380 servers. Are those servers configured to order (CTO) or smartbuys?

Response: This should not be relevant because the technology in the courtroom will not interact with that server.

By:



Melinda Bobbitt, CPPO, CPPB
Director of Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Proposal# 46-25AUG15 – *Microphones for 3 West Courtroom*, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 46-25AUG15 – Microphones for 3 West Courtroom

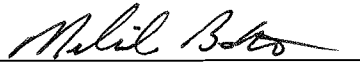
ADDENDUM #2 - Issued August 21, 2015

This addendum is issued and modifies section 3.2. *Scope of Services* and the *Response/Pricing Page* and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **must be acknowledged** and submitted with Offeror's response.

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

1) Change Bid Opening Date and Time to:

September 1, 2015, 1:30 p.m. central time

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal# 46-25AUG15 – *Microphones for 3 West Courtroom*, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: _____

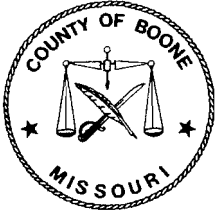
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 46-25AUG15 – Microphones for 3 West Courtroom

ADDENDUM #1 - Issued August 7, 2015

This addendum is issued and modifies section 3.2. *Scope of Services* and the *Response/Pricing Page* and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **must be acknowledged** and submitted with Offeror's response.

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

- 1) Replace the ***Response/Pricing Page*** with the attached ***Revised Response /Pricing Page*** adding an optional bid as detailed below.
- 2) Revise section 3.2. *Scope of Services* by adding the following:

PROBLEM 3 – Wireless Microphones

As outlined in PROBLEM 1 the limited battery life, low volume, intermittent snapping and popping, and the poor design for the on/off/mute button in the aggregate make the current Revolab solution undesirable.

SOLUTION 3 – Replacement Wireless Microphones

Although SOLUTION 1 discusses that there will be no need for wireless microphones at the two attorney tables where wired microphones are desired, the court does want to allow the option to use wireless microphones in limited circumstances. One example is to allow a method to mike attorneys or other courtroom participants with significant disabilities and/or in wheel chairs which may prohibit their ability to be placed physically close to a wired microphone at an attorney table.

SOLUTION 3 – Scope of Work

Evaluate the existing technology and recommend a wireless microphone solution to replace the existing Revolab system currently in use.

The court agrees the proposed wireless microphones do NOT need to be part of the FTR sound recording (e.g. on separate channels), but do need to be heard through courtroom speakers, the media observation room, and the video conferencing system.

At least two wireless microphones are suggested.

Proposal to include all components, wiring, conduit, incidentals, labor, programming, testing and any other items needed for this solution.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal# *46-25AUG15 – Microphones for 3 West Courtroom*, for Boone County Purchasing, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



6. **Revised Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

6.1. **Pricing**

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Please attach itemized pricing with brand and model numbers.

Item #	Description	Price
6.1.1.	Base Bid: Wired Microphones for Two Attorney Tables	\$
6.1.1.a.	Labor to install Base Bid Equipment	\$
6.1.1.b.	Total: Base Bid Equipment + Labor	\$
6.1.2.	Optional Bid 1: Lectern with Combined Document Camera and Audio Capabilities	\$
6.1.2.a.	Labor to install Optional Bid Equipment	\$
6.1.2.b.	Total: Optional Equipment + Labor	\$
6.1.3.	Optional Bid 2: Wireless Microphone Solution	\$
6.1.3.a.	Labor to install Optional Bid Equipment	\$
6.1.3.b.	Total: Optional Equipment + Labor	\$
6.1.3.	GRAND TOTAL (6.1.1.B. + 6.1.2.B. + 6.1.3.b.)	\$

6.2. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

6.4. Describe warranty on equipment and labor (or attach description):

6.5. List any deviations to the required specifications/scope of work:

6.6. Training shall be provided to Boone County staff within _____ days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): _____.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

6.9. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

_____ Newspaper advertisement

_____ Boone County Electronic Bid Notification

_____ other, please list: _____

PROBLEM 3 – Wireless Microphones

As outlined in PROBLEM 1 the limited battery life, low volume, intermittent snapping and popping, and the poor design for the on/off/mute button in the aggregate make the current Revolab solution undesirable.

SOLUTION 3 – Replacement Wireless Microphones

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SOLUTION 3 – Scope of Work

Evaluate the existing technology and recommend a wireless microphone solution to replace the existing Revolab system currently in use.

The court agrees the proposed wireless microphones do NOT need to be part of the FTR sound recording (e.g. on separate channels), but do need to be heard through courtroom speakers, the media observation room, and the video conferencing system.

At least two wireless microphones are suggested.

Proposal to include all components, wiring, conduit, incidentals, labor, programming, testing and any other items needed for this solution.

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR MICROPHONES FOR 3 WEST COURTROOM

RFP #46-25AUG15
Release Date: July 29, 2015

PRE-PROPOSAL CONFERENCE:

August 6, 2015

10:00 a.m. Central Time

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

Submittal Deadline:
August 25, 2015
not later than 1:30 P.M. central time

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

Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 46-25AUG15 – Microphones for 3 West Courtroom of the Boone County Courthouse

Sealed proposals will be accepted until **1:30 p.m. on August 25, 2015**, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

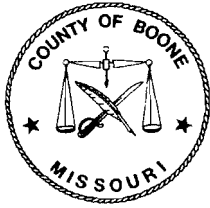
A pre-proposal has been scheduled for **August 6, 2015, at 10:00 A.M.** at the Boone County Annex Conference Room, 613 E. Ash Street, Columbia, MO. A site visit will immediately follow. Offerors are **strongly encouraged** to attend this conference.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Insertion: **July 29, 2015**
COLUMBIA MISSOURIAN



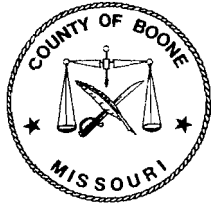
1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1. **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Tuesday, August 25, 2015**, to:

Boone County Purchasing Department
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must **submit one (1) original and five (5) copies of the proposal (total of six [6]).** Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

- 2.1.1 This document constitutes a request for sealed proposals as set forth herein for:
Base Bid – Wired Microphones for Two (2) Attorney Tables
Optional Bid – Lectern with Combined Document Camera and Audio Capabilities
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Bidder's Acknowledgment
- 8) Instructions for Compliance with House Bill 1549
 - a. Work Authorization Certification
 - b. Individual Affidavit
 - c. Certification of Individual Bidder
- 9) Signature and Identity of Offeror
- 10) Debarment Certification
- 11) Standard Terms and Conditions
- 12) Statement of Offeror's Qualifications
- 13) Anti-Collusion Statement
- 14) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
- 15) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
- 16) **Sample** Contract Agreement (only returned from awarded Contractor)
- 17) "No Bid" Response Form
- 18) Annual Wage Order #22, dated 06/09/15

2.2. Pre-Proposal Conference

- 2.2.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **August 6, 2015 at 10:00 a.m.** in the conference room of the Boone County Annex building, 613 E. Ash Street, Columbia, Missouri 65201. **A site visit will immediately follow.** The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.2.2. All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not

mandatory to submit a response; however, Offerors are strongly encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

- 2.2.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.3. Guideline for Written Questions:

- 2.3.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Tuesday, August 18, 2015**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

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

- 2.3.2. In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.4. Owner's Tax Exemption Status

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

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

- 2.5. **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.

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

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include 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.

- 2.5.2. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.5.3. **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.
- 2.5.4. **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 County. 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.
- 2.5.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees

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

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

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

2.7. Billing and Payment: All invoices must be submitted to **Boone County Court Administration** as outlined in paragraph 2.8. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

2.8 Designee: Boone County Court Administration. Invoices to Boone County Court Administration, Attention Mary Epping, 705 E. Walnut, Columbia, MO 65201

2.9. Proposed Solicitation/Award Schedule (these are approximate dates):

2.11.1.	July 29, 2015	Release of RFP
2.11.2.	July 29, 2015	Advertisement of RFP
2.11.3.	August 6, 2015, 10:00 a.m.	Pre-Proposal Conference
2.11.3.	August 18, 2015, 5:00 p.m.	Deadline for submitting questions
2.11.4.	August 25, 2015, 1:30 p.m.	Proposal due date and time
2.11.5.	August 25 – September 25, 2015	RFP Evaluation
2.11.6.	September 15, 2015	Contract Award
2.11.7.	October 15, 2015	Notice to Proceed
2.11.8.	November 30, 2015	Completion/Full Acceptance Date



3. SCOPE OF SERVICES

3.1. Overview:

The 3 West courtroom of the Boone County Courthouse for several years has utilized several technology components including teleconferencing, video conferencing, and video evidence presentation. Additionally, hearing assist devices are available for anyone, particularly jurors, who have trouble hearing. The technology for this courtroom was installed in 2008. The various components for audio, video conferencing, teleconferencing, and video evidence control are all managed by the judge via a small control panel at the bench.

The microphones in this courtroom supply the audio input for the courtroom sound system to provide output for overhead speakers, courtroom hearing assistance, video conferencing, teleconferencing, and the computer system which captures and preserves the audio portion of courtroom proceedings. The microphones utilized include both wired and wireless microphones.

Wired microphones are used chiefly by the judge and the witness. Two additional wired microphones are available in the jury box and are turned on only during jury questioning. One additional wired microphone is available for the courtroom clerk and is rarely used.

Wireless microphones are used primarily by the attorneys. Attorney microphones are pinned to a lapel or hang from a necklace. They're used either while seated at the attorney tables or while the attorney walks around the courtroom.

Due to technical requirements of the computer system which captures and preserves the audio portion of certain types courtroom proceedings, some microphones must be on separate channels. The judge, the witness, and the two attorneys are each on separate channels. Accordingly, the present audio input configuration accommodates this requirement.

Over time certain problems have been identified. It is desired to obtain two responses to this Request for Proposal (RFPs) to solve these problems. There are two problems identified and a desired solution for each. The Base Bid is for *Wired Microphones for Two Attorney Tables* and the Optional Bid is for the *Lectern With Combined Document Camera and Audio Capabilities*.

3.2. Scope of Services:

Boone County Courthouse 3 West Courtroom – Problems and Possible Solutions

3.2.1. PROBLEM 1 – Wireless Microphones for Attorneys

Over time the audio quality of the wireless microphones has started to degrade. Replacement wireless microphones, which are expensive, last only a short time before degrading as well. Common problems encountered include short battery life, snapping and popping, and low volume. Additionally, these microphones have the power buttons located in a spot that makes it easy to accidentally turn off or mute them.

This can be a problem especially for courtroom proceedings that involve video conferencing where the defendant is incarcerated and appearing by video. It is not uncommon for the defendant to have trouble hearing one or both of the attorneys.

Attorneys may frequently pass back and forth a single wireless microphone that appears to be working at the time.

3.2.2. SOLUTION 1 – Wired Microphones for Two Attorney Tables

Court staff have discussed the problem and concluded there is no need for attorneys to use wireless microphones and would therefore like to add one wired microphone to each of the two attorney tables.

These two wired microphones could replace the existing wireless microphones if technically required. They would need to each be on separate channels leading into the computer system which captures courtroom audio.

3.2.3. SOLUTION 1 – Scope of Work

Evaluate existing technology and recommend wired microphone solution for two attorney tables. The proposed microphones must have the ability to be muted or powered off and on by the user. They should be table-top gooseneck models which do not require permanent mounting.

Proposed solution must incorporate into the existing courtroom sound recording computer system, the courtroom audio system, the hearing assist system, and the Crestron controller.

Proposal to include all components, wiring, conduit, incidentals, labor, programming, testing and any other items needed for this solution.

3.2.4. PROBLEM 2 – Use of Document Camera, and Lack of a Podium with a Wired Microphone

The courtroom technology includes a portable document camera (“Elmo”) which sits on top of a rolling cart out of the way when not needed. When it is needed the cart must be first rolled into position and the electric plugged into a floor outlet. A cable from the document camera trails across the floor back to a spot on a wall where it is connected to the video evidence presentation component. This cable presents a trip hazard while in use.

Additionally, the courtroom has a small lectern that can be used, if desired, by attorneys. This podium does not include any technology and is essentially a wooden stand with a shelf. This podium is used typically when addressing the jury during opening and closing arguments, and possibly during witness examination.

When using this podium attorneys make use of wireless microphones – the same microphones described earlier.

3.2.5. SOLUTION 2 – Lectern with Combined Document Camera and Audio Capabilities

The dual problems of a trip hazard while using the document camera and inadequate audio from use of a wireless microphone could be resolved by building a lectern that incorporates both features into a single unit, similarly as is done in the Ceremonial Courtroom.

A mobile lectern should be built that will house a document camera stored out of the way when not in use, and be opened up when needed. Additionally this lectern will include a wired microphone.

This new unit will require reconfiguration of an existing floor plate that contains electrical and network jacks, to include connection points for VGA and XLR cabling for the new microphone.

3.2.6. **SOLUTION 2 – Scope of Work**

Evaluate existing technology, propose lectern solution that includes a wired microphone and pull-out drawer for existing “Elmo” document camera. Solution to include modification of existing floor panel containing only electrical outlets to one that includes connections for power, microphone and VGA for document camera.

Proposed solution must incorporate into the courtroom audio and evidence presentation system.

3.2.7. **APPENDIX A – Local Milling / Woodworking Vendor**

NOTE: Boone County has used this vendor in the past to custom-build cabinets and lectern for courtroom and jail use. This information is provided as a courtesy. Any proposed lectern may be manufactured or purchased from any source deemed appropriate by the Offeror.

Mulnix Industries
14633 Rickets Road
Hallsville, MO 65255
573.696.8696
<http://miwoodproducts.com/>

3.3. **Warranty and Guarantee:**

Offerors shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Offerors agree to the following:

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

3.4. **Correction or Removal of Defective Work**

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

3.4.1. **One Year Correction Period who does walkthrough and signs off on it**

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

- 3.5. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment/software provided.
- 3.6. Delivery and Installation:** Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and installation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery schedule with an installation and training schedule shall be stated on the Response Page.
Note: Contractor shall not ship or install equipment without a properly executed purchase order.
- 3.7. Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.
- 3.8. Prevailing Wage: PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto.
- 3.8.1. Current prevailing wage order #22 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing .
- 3.9. OSHA:** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law **and OSHA Training Requirements**.
- 3.9.1. 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.

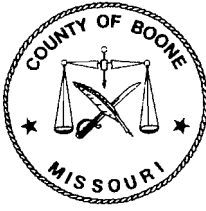
- 3.9.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.
- 3.9.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) 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.
- 3.10. Overhead Power Line Safety Act:** 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.
- 3.11. SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 3.12. Subcontractors, Suppliers and Others**
Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not

be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

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

- 3.13. It is to be clearly understood that the Boone County Courthouse is a "Smoke Free Environment" and an "Alcohol Free Facility." As such, smoking and consumption of alcoholic beverages is PROHIBITED on this project. Any employees of any contractor or subcontractor who does not adhere to Boone County's policies which prohibit the use of tobacco and alcoholic beverages in their facilities will be escorted off the jobsite and may not return. The contractor or subcontractor who the employee is employed will be notified. Further violations could result in the termination of this Contract.
- 3.14. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.
- 3.15. **Discharge of Employees:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.
- 3.16. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.
- 3.17. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for cleanup, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.
- 3.18. If the Contractor should find it necessary to work hours other than 8:00 a.m. to 5:00 p.m. on Monday through Friday, the Contractor must notify the County Representative at least 24 hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the County Representative.

- 3.19. Report all accidents regardless of how minor to County Representative. Provide detailed incident report for those requiring off site medical treatment.
- 3.20. Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.
- 3.21. It is to be understood that the Courthouse will be in operation during the implementation. Contractor(s) are to provide a “sequencing plan” to insure that no disruption of existing service occurs. No cutover of new service will be allowed without prior consent of the County Representative.
- 3.22. Identification badges may be issued by the County to all contractor personnel. These badges must be worn at ALL times by contractor personnel to access the work areas and while on the premises.
- 3.23. The Courthouse may be accessed through the front door from 8:00 a.m. to 5:00 p.m. on the scheduled workday for contract personnel and their containers, equipment and tools. The Courthouse personnel may inspect all containers, equipment and tools that enter the Courthouse.



4. CONTRACT TERMS AND CONDITIONS

- 4.1. The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.2. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
 - 4.2.1. Due to a material breach of any term or condition of this agreement.
 - 4.2.2. If in the opinion of Boone County, deliveries of products / services are delayed or products / services delivered are not in conformity with the contract documents.
 - 4.2.3. If appropriations are not made available and budgeted for in any calendar year.
 - 4.2.4. Boone County 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 County.
- 4.3. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.
- 4.4. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 4.5. Offerors must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.6. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.7. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

- 4.8. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.9. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.10. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.
- 4.11. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 4.12. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.13. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 4.14. **Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.15. **Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
- 4.16. **Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

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

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

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

4.19. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, Offerors should include the **original and five (5) additional copies for a total of six (6)**

a. Offerors shall submit the proposal to:

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

b. The proposals must be delivered no later than **1:30 p.m. on August 25, 2015**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, Offerors are encouraged to organize their proposal as described in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. Offerors are cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. Offerors' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee

other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. **Competitive Negotiation of Proposals:** Offerors are advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

5.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Method of Performance
- b. Experience/Expertise
- c. Cost

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the County may request to visit sites where proposed equipment is in operation. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.4. Evaluation:

5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offerors advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 5.1.4.2. Offerors should provide the following information related to previous and current services/contracts performed by the Offeror's organization (minimum of five references) and any proposed subcontractors which are similar to the requirements of this RFP. At a minimum the Offeror shall include:
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. Offerors should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offerors shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed system and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, Offerors should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, systems to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, Offerors should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals - Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

6.1. Pricing

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing outlining the equipment, labor, installation, set-up, testing, and training with all costs. Costs shall include cost of equipment, add-on features cost, software (if applicable) cost, training cost, labor, warranty and any other costs to this page. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal.

Please attach itemized pricing with brand and model numbers.

Item #	Description	Price
6.1.1.	Base Bid: Wired Microphones for Two Attorney Tables	\$
6.1.1.a.	Labor to install Base Bid Equipment	\$
6.1.1.b.	Total: Base Bid Equipment + Labor	\$
6.1.2.	Optional Bid: Lectern with Combined Document Camera and Audio Capabilities	\$
6.1.2.a.	Labor to install Optional Bid Equipment	\$
6.1.2.b.	Total: Optional Equipment + Labor	\$
6.1.3.	GRAND TOTAL (6.1.1.B. + 6.1.2.B.)	\$

6.2. Equipment shall be delivered and installed _____ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

6.4. Describe warranty on equipment and labor (or attach description):

6.5. List any deviations to the required specifications/scope of work:

6.6. Training shall be provided to Boone County staff within _____ days of installation.

6.7. State date that pricing is firm through for the equipment proposed in your proposal response (if longer than the required 90 days): _____.

6.8. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

- 6.9. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?
- Newspaper advertisement
 - Boone County Electronic Bid Notification
 - other, please list: _____

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

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

County of _____)
)SS.
State of _____)

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

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

Affiant Date

Printed Name

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

Notary Public

**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you
completed when enrolling for proof of enrollment.**

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 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

SIGNATURE AND IDENTITY OF OFFEROR

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

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

Dated _____, 20

Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
-------------	------------------	---

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No _____

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW
(Return at Completion of Project)

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

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

County of _____)
)ss
 State of _____)

My name is _____. I am an authorized agent of _____
 _____(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: _____

_____ Affiant Date

 Printed Name

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

 Notary Public

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



“No Bid” Response Form

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

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

“NO BID RESPONSE FORM”

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

If you do not wish to respond to this RFP 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.

RFP: 46-25AUG15 – Microphones for 3 West Courtroom

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

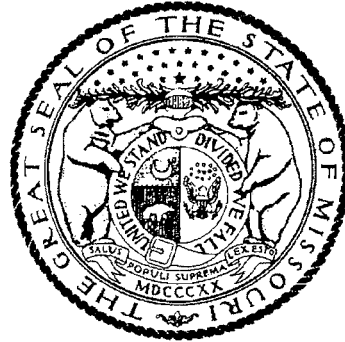
Reason(s) for Not Submitting Proposal Response :

6-9-15

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$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	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
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	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oilier-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

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

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

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

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

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. 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.

USER NAME PASSWORD

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

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Entity Dashboard

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- [BioPreferred Report](#)
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- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

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TSI Global Companies, LLC
DUNS: 078726223 CAGE Code: 7AZJ8
Status: Active

700 Fountain Lakes Blvd
Saint Charles, MO, 63301-4353 ,
UNITED STATES

Expiration Date: 01/26/2016
Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: TSI Global Companies, LLC
Business Type: Business or Organization
POC Name: Christine Schramm
Registration Status: Active
Activation Date: 01/29/2015
Expiration Date: 01/26/2016

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

County of ST. CHARLES
)ss
State of MISSOURI)

My name is BONNIE LYNN. I am an authorized agent of TSI GLOBAL COMPANIES, 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 to this affidavit.**

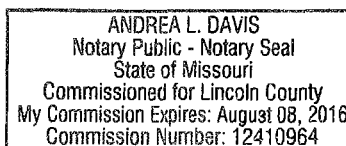
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Bonnie Lynn 09.28.15
Affiant Date

BONNIE LYNN
Printed Name

Subscribed and sworn to before me this 28th day of SEPT, 2015

Andrea L. Davis
Notary Public



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



Company ID Number: 187597

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **TSI Engineered Systems, LLC** (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.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed 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).



Company ID Number: 187597

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

Name: **Bonnie G Lynn**
Telephone Number: **(636) 949 - 8889 ext. 1506** Fax Number: **(636) 425 - 1556**
E-mail Address: **blynn@tsi-global.com**

Name: **Michelle L Siesener**
Telephone Number: **(636) 949 - 8889 ext. 15021502** Fax Number: **(636) 425 - 1552**
E-mail Address: **msiesener@tsi-global.com**

(Please complete and return with Contract)

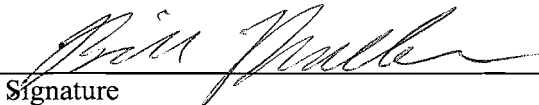
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

BILL MUELLER , COO
Name and Title of Authorized Representative


Signature

9.28.15
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

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 AssuredPartners of Missouri, LLC 11975 Westline Industrial Dr St Louis MO 63146	CONTACT NAME: Laura Stowers CIC, CISR
	PHONE (A/C, No, Ext): (314) 523-8800 FAX (A/C, No): (314) 453-7555 E-MAIL ADDRESS: lstowers@ahmins.com
INSURED TSI Global Companies, LLC 700 Fountain Lakes Blvd. St. Charles MO 63301	INSURER(S) AFFORDING COVERAGE
	INSURER A: Phoenix Insurance Company NAIC # 25623
	INSURER B: Charter Oak Fire Ins Co 25615
	INSURER C: Travelers Property Casualty Co 36161
	INSURER D: Travelers Casualty Insurance 19046
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15/16 All lines w/Prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6304B116710	3/31/2015	3/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			8104B204261	3/31/2015	3/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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			CUP5B196291	3/31/2015	3/31/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4B181102	3/31/2015	3/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	C Professional Liability			ZPL15S29850	3/31/2015	3/31/2016	\$1,000,000 Each Wrongful Act \$25,000 Ded. \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Named Insured: TSI Engineered Systems, LLC; TSI Group, LLC; TSI Specialty Systems, LLC; TSI Technology Solutions, LLC; TSI Integrated Services, LLC; TSI Global Companies, LLC dba Telcom Services Installation (TSI); Nexus Underground, LLC

Re: #46-25AUG15- Microphones for 3 West Courtroom.

County of Boone, MO is included as:

-Additional Insured for Commercial General Liability per form No. CGD246(08/05)

-Additional Insured for Commercial Automobile Liability per form No. CAT353(03/10)

CERTIFICATE HOLDER CANCELLATION

Boone County Missouri 613 E. Ash Street, Room 110 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chase Butler/LSTOWE

COMMENTS/REMARKS

-Additional Insured for Umbrella Liability per form No. UM 0637
-30 day Notice of Cancellation required if Commercial General Liability, Commercial Automobile Liability, Umbrella Liability and Workers' Compensation coverage is cancelled before the expiration date per form No. ILT405

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the 13th day of October 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 56-17SEP15 – Gillespie Bridge Road and Calvert Hill Road Bridge Repairs to APAC – Missouri of Columbia, MO.

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

Done this 13th day of October, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

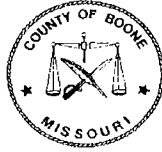
Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Cheli Haley
Buyer



613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573)886-4392
Facsimile: (573)886-4390

MEMORANDUM

TO: Boone County Commission

FROM: Cheli Haley, Buyer

DATE: September 24, 2015

RE: 2nd Reading of Gillespie Bridge Road and Calvert Hill Road Bridge Repairs

Request for Bid #: 56-17SEP15 for Gillespie Bridge Road and Calvert Hill Road Bridge Repairs opened on September 17, 2015 with one bid received. Resource Management recommends awarding by low bid to **APAC – Missouri, Inc.** of Columbia, Missouri.

The contract amount is for **Three Hundred Twenty Eight Thousand, Six Hundred Forty Nine Dollars and Ten Cents (\$328,649.10)** with a 10% Contingency Fee in the amount of \$32,864.91 resulting in a purchase order total of \$361,514.01.

Invoices will be paid from Department 2041 – Infrastructure Preservation/Rehabilitation, Account 71202 – Contractor Costs. The amount budgeted for this work is \$325,991.00.

The bid tabulation and the award recommendation are attached.

56-17SEP15 - Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Repairs

BID TABULATION			ENGINEER'S ESTIMATE		APAC - Missouri, Inc.	
Description	Unit	Qty	Unit Price	Total	Unit Price	Total
Gillespie Bridge Rd. Bridge Abutment Modifications - Part A						
Mobilization	LS	1.0	\$15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00
Unclassified Excavation Bent #1	CY	214.0	\$10.00	\$ 2,140.00	\$ 21.00	\$ 4,494.00
Vertical Drain Bent #1	LS	1.0	\$2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00
Mechanically Stabilized Fill Complete Bent #1	SY	55.0	\$120.00	\$ 6,600.00	\$ 310.00	\$ 17,050.00
Clean, Fill, Seal Horizontal Deck Joint Bent #1	LS	1.0	\$2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Remove and Replace Guardrails Bent #1	LS	1.0	\$1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Removal of Concrete Pavement	SY	55.0	\$6.00	\$ 330.00	\$ 27.00	\$ 1,485.00
Clean and Paint Structural Steel Bent #1	LS	1.0	\$3,000.00	\$ 3,000.00	\$ 3,050.00	\$ 3,050.00
Reinforcing Steel Bent #1	LBS	957.0	\$2.00	\$ 1,914.00	\$ 4.10	\$ 3,923.70
Class B-2 Concrete Bent #1	CY	6.0	\$600.00	\$ 3,600.00	\$ 1,000.00	\$ 6,000.00
4" Thick Layer - Type 1 Agg. Base Bent #1	SY	55.0	\$15.00	\$ 825.00	\$ 38.00	\$ 2,090.00
8" Thick Concrete Pavement Bent #1	SY	55.0	\$85.00	\$ 4,675.00	\$ 164.00	\$ 9,020.00
Type 2 Rock Blanket Bent #1	CY	10.0	\$60.00	\$ 600.00	\$ 310.00	\$ 3,100.00
Clean & Paint Piles Bent #1	LS	1.0	\$3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00
Bridge Expansion Joint Bent #1	LS	1.0	\$3,500.00	\$ 3,500.00	\$ 2,100.00	\$ 2,100.00
Unclassified Excavation Bent #4	CY	214.0	\$10.00	\$ 2,140.00	\$ 21.00	\$ 4,494.00
Vertical Drain Bent #4	LS	1.0	\$2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00
Mechanically Stabilized Fill Complete Bent #4	SY	55.0	\$15.00	\$ 825.00	\$ 310.00	\$ 17,050.00
Clean, Fill, Seal Horizontal Deck Joint Bent #4	LS	1.0	\$2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Remove and Replace Guardrails Bent #4	LS	1.0	\$1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Removal of Asphalt Pavement	SY	55.0	\$6.00	\$ 330.00	\$ 27.00	\$ 1,485.00
Clean and Paint Structural Steel Bent #4	LS	1.0	\$3,000.00	\$ 3,000.00	\$ 3,050.00	\$ 3,050.00
Reinforcing Steel Bent #4	LBS	957.0	\$2.00	\$ 1,914.00	\$ 4.10	\$ 3,923.70
Class B-2 Concrete Bent #4	CY	6.0	\$600.00	\$ 3,600.00	\$ 1,000.00	\$ 6,000.00
4" Thick Layer - Type 1 Agg. Base Bent #4	SY	55.0	\$15.00	\$ 825.00	\$ 38.00	\$ 2,090.00
8" Thick Concrete Pavement Bent #4	SY	55.0	\$85.00	\$ 4,675.00	\$ 164.00	\$ 9,020.00
Type 2 Rock Blanket Bent #4	CY	10.0	\$60.00	\$ 600.00	\$ 310.00	\$ 3,100.00
Clean and Paint Piles Bent #4	LS	1.0	\$3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00
Total - Part A				\$ 77,093.00		\$ 128,925.40
Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation - Part B						
Mobilization	LS	1	\$20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
Traffic Control	LS	1	\$2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
Hydro-Demolition, Full Surface w/ Vacuum System	SY	752.9	\$150.00	\$ 112,935.00	\$ 110.00	\$ 82,819.00
Full Depth Deck Repair	SF	40.0	\$135.00	\$ 5,400.00	\$ 90.00	\$ 3,600.00
Latex Modified Concrete	CY	41.8	\$1,000.00	\$ 41,800.00	\$ 975.00	\$ 40,755.00
Latex Modified Concrete Wearing Surface Installation	SY	752.9	\$70.00	\$ 52,703.00	\$ 73.00	\$ 54,961.70
Pavement Patch	SY	93.2	\$150.00	\$ 13,980.00	\$ 90.00	\$ 8,388.00
Total - Part B				\$ 248,818.00		\$ 199,723.70
BID TOTAL				\$ 325,911.00		\$ 328,649.10

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and APAC – Missouri, Inc. (hereinafter referred to as the Contractor).

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

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

BID NUMBER: 56-17SEP15
GILLESPIE BRIDGE ROAD AND CALVERT HILL ROAD BRIDGE REPAIRS
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications.

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

Notice to Bidders,
 Bid Form,
 Instructions to Bidders,
 Bid Response,
 Debarment Form,
 Work Authorization Certification,
 Statement of Bidder's Qualifications,
 Anti-Collusion Statement,
 Signature and Identity of Bidder,
 Bidder's Acknowledgment,
 Insurance Requirements,
 Contract Conditions,
 Contract Agreement,
 Performance Bond, (bonds must be filled out and returned within fifteen (15) days of the date of this contract)
 Labor and Material Payment Bond, (bonds must be filled out and returned within fifteen (15) days of the date of this contract)
 Affidavit-OSHA Requirements, (for completion when project is complete)
 Affidavit-Prevailing Wage, (for completion when project is complete)
 General Specifications,
 Technical Specifications,
 Special Provisions,
 State Prevailing Wage Rates – Annual Wage Order No. 22,

Boone County Standard Terms and Conditions
Notice to Proceed,
Boone County Roadway Regulations Chapter II,
MoDOT Standard Specifications, and
Project Plans and/or Details.

It is understood and agreed that, except as may be otherwise provided for by the General Specifications, Technical Specifications, and Special Provisions the work shall be done in accordance with the Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway construction Current Edition, hereinafter the MoDOT Standard Specifications. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued

thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

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.

484-2015

The Owner agrees to pay the Contractor in the amount of: **\$328,649.10.**

Three Hundred Twenty Eight Thousand, Six Hundred Forty Nine Dollars and Ten Cents (\$328,649.10)

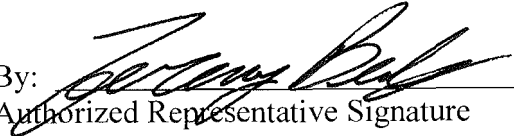
as full compensation for the performance of work embraced in this contract, subject to payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

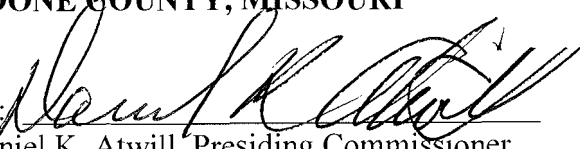
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

**CONTRACTOR:
APAC – MISSOURI, INC.**

**OWNER:
BOONE COUNTY, MISSOURI**

By: 
Authorized Representative Signature

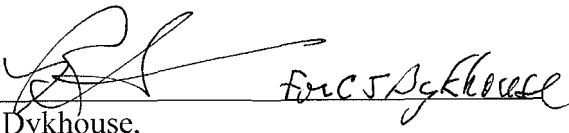
By: 
Daniel K. Atwill, Presiding Commissioner

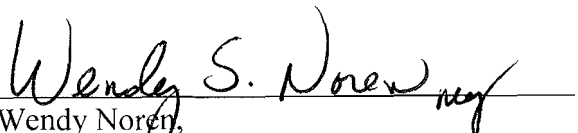
By: Jeremy Bexter
Authorized Representative Printed Name

Title: V.P.

Approved as to Legal Form:

ATTEST:

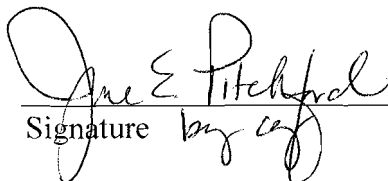

CJ Dykhouse,
Boone County Counselor


Wendy Noren,
County Clerk

AUDITOR CERTIFICATION

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

2041 / 71202 - \$328,649.10


Signature *by caj*

10/7/15
Date

Appropriation Account

BID FORM

GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS 56-17SEP15

Gillespie Bridge Rd. Bridge Abutment Modifications – Part A				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00
Unclassified Excavation Bent #1	CY	214	\$ 21.00	\$ 4,494.00
Vertical Drain Bent #1	LS	1	\$ 1,100.00	\$ 1,100.00
Mechanically Stabilized Fill – Complete Bent #1	SY	55	\$ 310.00	\$ 17,050.00
Clean, Fill, Seal Horizontal Deck Joint Bent #1	LS	1	\$ 1,000.00	\$ 1,000.00
Remove and Replace Guardrails Bent #1	LS	1	\$ 1,000.00	\$ 1,000.00
Removal of Concrete Pavement Bent #1	SY	55	\$ 27.00	\$ 1,485.00
Clean and Paint Structural Steel Bent #1	LS	1	\$ 3,050.00	\$ 3,050.00
Reinforcing Steel Bent #1	LBS	957	\$ 4.10	\$ 3,923.70
Class B-2 Concrete Bent #1	CY	6	\$ 1,000.00	\$ 6,000.00
4" Thick Layer – Type 1 Aggregate Base Bent #1	SY	55	\$ 38.00	\$ 2,090.00
8" Thick Concrete Pavement Bent #1	SY	55	\$ 164.00	\$ 9,020.00
Type 2 Rock Blanket Bent #1	CY	10	\$ 310.00	\$ 3,100.00
Clean & Paint Piles Bent #1	LS	1	\$ 4,600.00	\$ 4,600.00
Bridge Expansion Joint Bent #1	LS	1	\$ 2,100.00	\$ 2,100.00
Unclassified Excavation Bent #4	CY	214	\$ 21.00	\$ 4,494.00
Vertical Drain Bent #4	LS	1	\$ 1,100.00	\$ 1,100.00
Mechanically Stabilized Fill Complete Bent #4	SY	55	\$ 310.00	\$ 17,050.00
Clean, Fill, Seal Horizontal Deck Joint Bent #4	LS	1	\$ 1,000.00	\$ 1,000.00
Remove and Replace Guardrails Bent #4	LS	1	\$ 1,000.00	\$ 1,000.00
Removal of Asphalt Pavement Bent #4	SY	55	\$ 27.00	\$ 1,485.00
Clean and Paint Structural Steel Bent #4	LS	1	\$ 3,050.00	\$ 3,050.00
Reinforcing Steel Bent #4	LBS	957	\$ 4.10	\$ 3,923.70
Class B-2 Concrete Bent #4	CY	6	\$ 1,000.00	\$ 6,000.00
4" Thick Layer Type 1 Aggregate Base Bent #4	SY	55	\$ 38.00	\$ 2,090.00
8" Thick Concrete Pavement Bent #4	SY	55	\$ 164.00	\$ 9,020.00
Type 2 Rock Blanket Bent #4	CY	10	\$ 310.00	\$ 3,100.00
Clean and Paint Piles Bent #4	LS	1	\$ 4,600.00	\$ 4,600.00
Total (A)				\$ 128,925.40

Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation – Part B				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00
Traffic Control	LS	1	\$ 1,200.00	\$ 1,200.00
Hydro-Demolition, Full Surface w/ Vacuum System	SY	752.9	\$ 110.00	\$ 82,819.00
Full Depth Deck Repair	SF	40	\$ 90.00	\$ 3,600.00
Latex Modified Concrete	CY	41.8	\$ 975.00	\$ 40,735.00
Latex Modified Concrete Wearing Surface Installation	SY	752.9	\$ 73.00	\$ 54,961.70
Pavement Patch	SY	93.2	\$ 90.00	\$ 8,388.00
Total (B)				\$ 199,723.70

Combined Total (A+B)

\$328,649.10

Part A and Part B will be awarded and built as a single project. Parts will not be separated or awarded individually.

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
9/15/15	1

COMPANY NAME: APAC-Missouri, Inc.

ADDRESS: PO Box 117

CITY, STATE, ZIP: Columbia MO 65205

PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE: Jeremy Bexten

TITLE: V.P.

SIGNATURE: 

Prompt Payment Terms: 30 days

Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

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

Hydro Tech

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

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

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

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

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

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

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

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

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

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

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

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Gillespie Bridge + Calvert Hill Rd

Project No.: N/A

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

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

SECTION IV

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

SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: APAC - Missouri, Inc.

By: *Jeremy Bexten*
(Signature)

Jeremy Bexten
(Print or Type Name)

Title: V.P.

Address: PO Box 1117

City, State, Zip: Columbia MO 65205

Phone: 573-449-0886

Fax: 573-449-2980

Date: 9/17/15

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jeremy Bexten V.P.

Name and Title of Authorized Representative

Jeremy Bexten

Signature

9/17/15

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of Boone)
State of MO)ss
)

My name is Jeremy Bexten

I am an authorized agent of APAC-Missouri, 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 to this affidavit.

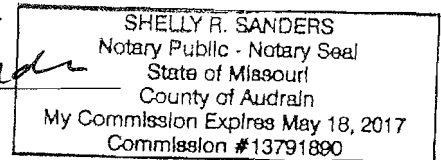
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Jeremy Bexten 9/15/17
Affiant Date

Jeremy Bexten
Printed Name

Subscribed and sworn to before me this 15 day of September, 2015.

Shelly R. Sanders
Notary Public



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

An Affirmative Action/Equal Opportunity Institution

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **APAC-Missouri, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed 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).

Company ID Number: 190916

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

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

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:

September 16, 2015

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: **APAC-Missouri, Inc.**

Business Address: **1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205**

When Organized: **The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.**

When Incorporated: **We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.**

Percent(%) of work done by own staff: **80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.**

Failure to complete a project or any defaults on contracts: **Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.**

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$380,000

Higginsville Airport – Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirksville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

City of Boonville – Asphalt Work \$350,000

City of Brookfield – Asphalt and Milling \$250,000

City of Cameron – Asphalt and Milling \$100,000

City of Centerview – Asphalt Work \$190,000

City of Chillicothe – Asphalt and Milling \$250,000

City of Columbia – Asphalt and Milling \$300,000

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

City of Marshall – Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail - \$250,000

City of Moberly – Asphalt Work \$250,000

City of Richmond – Asphalt and Milling \$100,000

Southern Boone Co R-I Schools – Base Rock and Asphalt \$100,000

Truman State University – Base Rock and Asphalt \$140,000

University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen’s Moberly – Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Rt. 7, 65, 83, Benton – Latex Mod. Concrete Overlay - \$9,000,000

Rt 71 Barton Co – Bridge Work - \$3,000,000

Rt. 54 Camden – Bridge Sidewalk - \$500,000

Var Routes, Cedar, St. Clair – Bridge Work - \$3,400,000

Rt 5 and I-44 Laclede – Bridge Rehab - \$1,800,000

See Attached

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: APAC-MISSOURI
2. Business Address: _____

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Jeremy Bexten, being first duly sworn, deposes and

says that he is V.P.
(Title of Person Signing)

of APAC-Missouri
(Name of Bidder)

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

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

By [Signature]

By _____

By _____

Sworn to before me this 15 day of September, 2015

[Signature]
Notary Public

My Commission Expires 5-18-17

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
(X) corporation, incorporated under laws of the state of Delaware
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

APAC Missouri Inc
(If a corporation - show its name above)

PO Box 1117, Columbia MO 65205
Address of principal place of
business in Missouri

ATTEST:


(Signature)
Jeremy Bexten V.P.
(Print Name and Title)

Dated Sept. 17, 2015.

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 17 day of September, 20 15

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

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

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

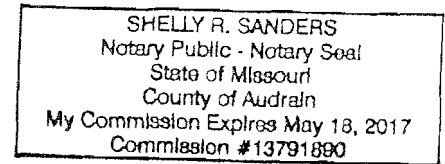
(if a corporation) that he is the V. President
President or other agent

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

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

(SEAL) Shelly R Sanders Notary Public

My Commission expires 5-18, 20 17.





AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY
801 E WALNUT, RM 333
COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for GILLESPIE BRIDGE ROAD & CALVERT HILL ROAD BRIDGE
REPAIRS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17 day of SEPTEMBER, 2015.

Stelly R Sander
(Witness)

APAC-MISSOURI, INC.
(Principal) (Seal)
Shawn A Riley
(Title)

Stelly R Sander
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
Jeremy Bexten
(Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF BOONE } **SS**

On this 17 day of SEPTEMBER, 2015, before me personally came JEREMY BEXTEN to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R Sanders

Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791880



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jeremy Bexten, Michael J. Eshleman, Doug Fronick, Conrad E. Hake, Max Holt, Bruce Loesch, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **April, 2015**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th** day of **April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **September 17, 2015**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PERFORMANCE BOND

BOND NO. 8239-59-38

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC., P.O. BOX 1117, COLUMBIA, MO 65205

as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY, 15 MOUNTAIN VIEW ROAD, WARREN, NJ 07059

a Corporation, organized under the laws of the State of INDIANA
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of THREE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED FORTY NINE AND 10/100 (\$328,649.10) Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 56-17SEP15
GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS
BOONE COUNTY, MISSOURI**

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

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

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

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

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

Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO AND SALT LAKE CITY, UT, on this 1ST day of OCTOBER, 20 15.

APAC - MISSOURI, INC.

(Contractor)

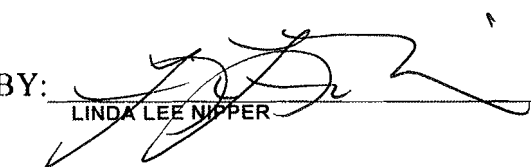
(SEAL)

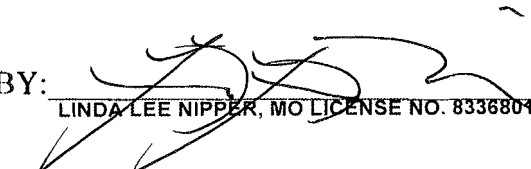
BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 
LINDA LEE NIPPER (Attorney-In-Fact)

BY: 
LINDA LEE NIPPER, MO LICENSE NO. 8336804 (Missouri Representative)

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

Surety Contact Name: LINDA LEE NIPPER
Phone Number: 801-533-3629
Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 8239-59-38

KNOW ALL PERSONS BY THESE PRESENTS, that we, APAC - MISSOURI, INC.,
P.O. BOX 1117, COLUMBIA, MO 65205,

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY,
15 MOUNTAIN VIEW ROAD, WARREN, NJ 07059

a corporation organized under the laws of the State of INDIANA,

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

THREE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED FORTY NINE AND 10/100 DOLLARS

(\$ 328,649.10), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 56-17SEP15
GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

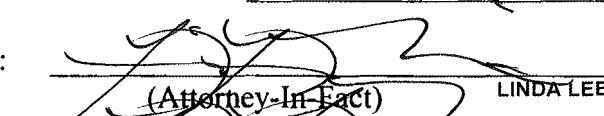
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO AND SALT LAKE CITY, UT on this 1ST day of OCTOBER 2015.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 
(Attorney-In-Fact) LINDA LEE NIPPER

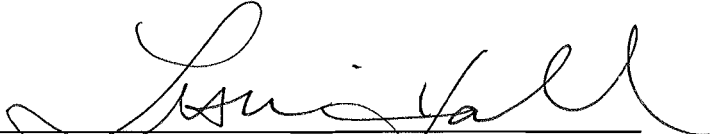
BY: 
(Missouri Representative) LINDA LEE NIPPER
MO LICENSE NO. 8336801

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number).

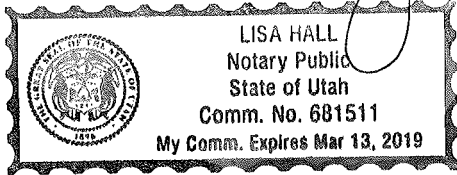
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }**SS**

On this 1ST day of OCTOBER, 2015, before me personally came LINDA LEE NIPPER to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **October, 2014**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **OCTOBER 1, 2015**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
PO Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED				
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI		
				EMPLOYERS LIABILITY		
			Bodily Injury by Accident		\$1,000,000 Each Accident	
			Bodily Injury By Disease		\$1,000,000 Policy Limit	
			Bodily Injury By Disease		\$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate		\$2,000,000
				Products / Completed Operations Aggregate		\$2,000,000
				Each Occurrence		\$2,000,000
				Personal & Advertising Injury		\$2,000,000 Per Person / Organization
				Other Damage to Premises Rented to You: \$250,000		Other Medical Exp: \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	\$2,000,000		Each Accident—Single Limit B.I. And P.D. Combined
						Each Person
						Each Accident or Occurrence
						Each Accident or Occurrence
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll		
ADDITIONAL COMMENTS 602289 - Gillespie Bridge Road, Calvert Hill Road Bridge Repairs Boone County named as additional insured.						

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate
Holder

Boone County Purchasing
613 E Ash Street, RM 109
Columbia, MO 65201

Stanley S. Esposito, Jr.

Stan Esposito

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 10/5/2015
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



BOONE COUNTY, MISSOURI
Request for Bid #: 56-17SEP15
Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Repairs

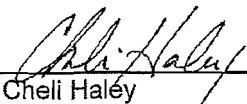
ADDENDUM #1 - Issued September 15, 2015

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

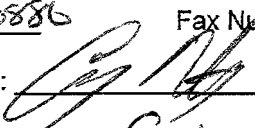
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

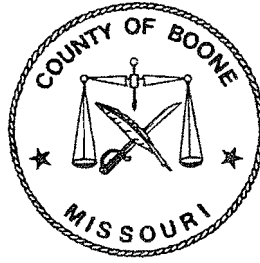
1. Contractor should take steps to minimize damage to rebar in bridge deck when cutting concrete placement holes. If engineer determines damage to rebar is significant, contractor will be responsible for repair at no cost to County.
2. Work associated with Wing Rehab is incidental to project (saw cutting, existing concrete removal, etc.). Concrete material associated with work has been included in Class B-2 Concrete Bent #1 and Class B-2 Concrete Bent #4 for Wings on those bents.
3. Note "Fill horizontal joint with gray joint filler, foam backer rod, and caulk as field conditions permit" does not apply to horizontal joint in Wing Repair Detail as shown. Please disregard this note. New concrete shall be poured directly to existing wing concrete.
4. Bridge railing may be removed and replaced by contractor as necessary to facilitate work on this project, no additional payment will be made for this work.
5. Contractor may replace removed guardrail or bridge rail with existing material, unless significant damage occurs. Contractor will be responsible for supplying and replacing damaged material with new of like type at no additional cost to County
6. Specification reference in 'Work to Be Performed By Contractor' table on sheet 2 of 5 for '8" Thick Concrete Pavement Bent #1' and '8" Thick Concrete Pavement Bent #4' should be 02750, not 02740 as shown.
7. Specification reference in "Work To Be Performed By Contractor" table on sheet 2 of 5 for 'Unclassified Excavation Bent #1' and 'Unclassified Excavation Bent #4' shall be Spec: MoDOT, Section: 203.2.3; not Spec: TS, Section: 02300 as shown on plans. All excavation is unclassified.

8. Restoration shall be incidental to the project, no additional payment will be made for Restoration.
9. Project plan sheets, details, and job special provisions shall take precedence over other specifications and verbage in event of conflict.
10. Utility conflicts are not expected on this project, however the Contractor shall verify the location of all utilities prior to beginning construction.
11. Structural Steel on Gillespie Bridge is of the weathering steel type finish, and is currently unpainted.

By: 
Cheli Haléy
Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 56-17SEP15 Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Repairs receipt of which is hereby acknowledged:

Company Name: APAC- Missouri Inc
Address: PO Box 1117
Columbia MO 65205
Phone Number: 573-449-0886 Fax Number: 573-449-2980
Authorized Representative Signature:  Date: 9/17
Authorized Representative Printed Name: Craig Nilges



9860B1S1012

GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS

Project Number: N/A

Bid Number: 56-17SEP15

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director
Derin Campbell, P.E., Chief Engineer

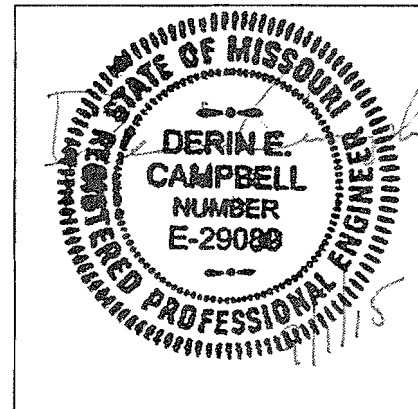
*PROJECT MANAGER

Daniel Haid, P.E.
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: dhaid@boonecountymo.org

BOONE COUNTY PURCHASING

Cheli Haley, Buyer
613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: chaley@boonecountymo.org

ENGINEER OF RECORD



Derin Campbell, P.E.
Professional Engineer
MO Lic. # E-29089

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut
Columbia, MO 65201
Phone: (573) 886-4480
Fax: (573) 886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

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Project Plans and/or Details	APPENDIX C

***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS

Project Number:

N/A

Bid Number:

56-17SEP15

Scope of Project Construction:

Work will consist of total surface hydro-demolition for bridge decks and patching with high-strength, non-shrink, non-metallic, latex modified concrete, repair of approaches with Geosynthetically Reinforced Soil (GRS)/Mechanically Stabilized Fill (MSF) systems, cleaning and coating of piles, rock blanket installation, encasement of abutment, and associated work.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **September 9, 2015 at 11:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on September 14, 2015.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on September 17, 2015** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on September 17, 2015** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time and Liquidated Damages:

30 Working Days will be allowed for the project. Liquidated damages of \$1,000/day will be assessed beyond allowed days.

In addition, Gillespie Bridge Rd. bridge shall not be closed to through traffic for part of or the entirety of 20 consecutive calendar days throughout the course of the project. Calvert Hill Rd. bridge shall not be closed to through traffic for part of the entirety of 10 consecutive calendar days throughout the course of the project. Days are counted from the first closure to the final opening. Liquidated damages of \$1,000/day will be assessed for each day of closure beyond the 20 and 10 days closure limits above.

Anticipated Notice To Proceed Date:

A construction start date will be established at the Contractor's discretion, with the knowledge the project shall be completed by June 1, 2016. Contractor shall coordinate with the County to establish a date for the Pre-Construction meeting, which is to be held a minimum of 5 business days prior to the anticipated start date. The Notice to Proceed shall be issued following the Pre-Construction meeting.

Seeding and Erosion Control Performance Bond Amount:

N/A

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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 the County 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 also reserves the right to reject any and all bids or waive informalities or irregularities.

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

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

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

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

BID FORM

GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE REPAIRS 56-17SEP15

Gillespie Bridge Rd. Bridge Abutment Modifications – Part A				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$	\$
Unclassified Excavation Bent #1	CY	214	\$	\$
Vertical Drain Bent #1	LS	1	\$	\$
Mechanically Stabilized Fill – Complete Bent #1	SY	55	\$	\$
Clean, Fill, Seal Horizontal Deck Joint Bent #1	LS	1	\$	\$
Remove and Replace Guardrails Bent #1	LS	1	\$	\$
Removal of Concrete Pavement Bent #1	SY	55	\$	\$
Clean and Paint Structural Steel Bent #1	LS	1	\$	\$
Reinforcing Steel Bent #1	LBS	957	\$	\$
Class B-2 Concrete Bent #1	CY	6	\$	\$
4" Thick Layer – Type 1 Aggregate Base Bent #1	SY	55	\$	\$
8" Thick Concrete Pavement Bent #1	SY	55	\$	\$
Type 2 Rock Blanket Bent #1	CY	10	\$	\$
Clean & Paint Piles Bent #1	LS	1	\$	\$
Bridge Expansion Joint Bent #1	LS	1	\$	\$
Unclassified Excavation Bent #4	CY	214	\$	\$
Vertical Drain Bent #4	LS	1	\$	\$
Mechanically Stabilized Fill Complete Bent #4	SY	55	\$	\$
Clean, Fill, Seal Horizontal Deck Joint Bent #4	LS	1	\$	\$
Remove and Replace Guardrails Bent #4	LS	1	\$	\$
Removal of Asphalt Pavement Bent #4	SY	55	\$	\$
Clean and Paint Structural Steel Bent #4	LS	1	\$	\$
Reinforcing Steel Bent #4	LBS	957	\$	\$
Class B-2 Concrete Bent #4	CY	6	\$	\$
4" Thick Layer Type 1 Aggregate Base Bent #4	SY	55	\$	\$
8" Thick Concrete Pavement Bent #4	SY	55	\$	\$
Type 2 Rock Blanket Bent #4	CY	10	\$	\$
Clean and Paint Piles Bent #4	LS	1	\$	\$
Total (A)				\$

Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation – Part B				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Hydro-Demolition, Full Surface w/ Vacuum System	SY	752.9	\$	\$
Full Depth Deck Repair	SF	40	\$	\$
Latex Modified Concrete	CY	41.8	\$	\$
Latex Modified Concrete Wearing Surface Installation	SY	752.9	\$	\$
Pavement Patch	SY	93.2	\$	\$
Total (B)				\$

Combined Total (A+B)	\$
-----------------------------	-----------

Part A and Part B will be awarded and built as a single project. Parts will not be separated or awarded individually.

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

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

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

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

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

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

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

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

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

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

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

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

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

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

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

SECTION IV

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

SECTION V

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

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

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

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.

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.

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.

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.

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.

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.

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.

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

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

CONTRACT CONDITIONS

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

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

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

“Department” shall mean the Boone County Resource Management Department.

“Director” shall mean the Director of Boone County Resource Management or his/her designated representative.

“Engineer” shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

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

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

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

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. In those instances in which the Contractor approves the County’s estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

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

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

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

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

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

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

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

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

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

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

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

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

SAMPLE CONTRACT AGREEMENT

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

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

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

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Debarment Form,
6. Work Authorization Certification,
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. General Specifications,
19. Technical Specifications,
20. Special Provisions,
21. State Prevailing Wage Rates,
22. Boone County Standard Terms and Conditions
23. Notice to Proceed,
24. Boone County Roadway Regulations Chapter II,
25. MoDOT Standard Specifications, and
26. Plans.

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

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

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)
)ss
 State of _____)

My name is _____. I am an authorized agent of _____
 _____(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: _____

 Affiant Date

 Printed Name

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

 Notary Public

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

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

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

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

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

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

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

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An 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 bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

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

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

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

b. On the Project:

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

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

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

PARTS A & B

1. Project Timing: The contract time for the project is 30 working days. The Contractor will be allowed to establish the construction start date at his discretion, with the stipulation that the project will be completed by June 1, 2016. All working days past June 1 or over the 30 working days of the contract, will incur liquidated damages at the rate of \$1,000.00 per working day.

The Contractor shall coordinate with the County to set up a date for the Pre-Construction meeting. The meeting shall be held a minimum of 5 business days prior to the anticipated start date of construction. Notice to Proceed will be issued following the Pre-Construction meeting.

Section 108.7.2.1 of the Missouri Standard Specifications for Highway Construction (2011) states no working days shall be applied between the dates of December 15 to March 15. This specification will be void for this project. All dates of the year will be subject to a working day classification. Once construction has started, working days will begin.

If the Contractor chooses to work in the cold weather months, he will be responsible for meeting all requirements of material quality as specified by in the Boone County Roadway Regulations, Chapter 2 as well as all requirements of material manufacturers. The contractor shall be prepared to deploy means to prevent or resolve cold weather issues if they occur. Such means will not be grounds for change orders, extra compensation, or extra working days.

2. Cold Weather: Contractor will be required to submit a plan to the County detailing how cold weather operations will be conducted. Such plans should include temperature limits for work of sensitive materials (Concrete, Latex-Modified Concrete, paint, joint filler, etc.). Plan shall be in accordance with manufacturer's recommendations. Methods that will be used to mitigate cold weather should also be included in said plan.
3. Part A and Part B will be awarded and built as a single project. Parts will not be separated or awarded individually.
4. Special Provisions for Part A, Gillespie Bridge Abutment Modification are contained in SPECIAL PROVISIONS PART A
5. Special Provisions for Part B, Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation are contained in SPECIAL PROVISIONS PART B
6. A traffic control plan for each site is to be submitted by the Contractor at the Pre-Construction meeting for approval by County. The plan should include location and type of temporary signage and barriers, timeline for closures, etc.
7. Traffic Control only appears in the bid form in Section B, but it is understood that this item applies to traffic control performed during all operations of this project.

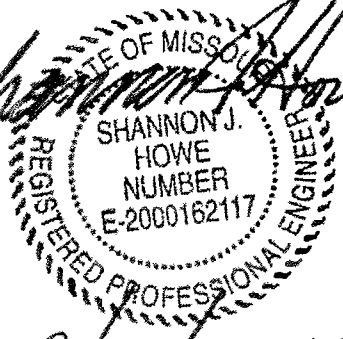
SPECIAL PROVISIONS PART A
GILLESPIE BRIDGE RD. BRIDGE ABUTMENT MODIFICATION

JOB SPECIAL PROVISIONS

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- B. Clean, Fill, Seal Horizontal Deck Joint
- C. Remove and Replace Guardrails
- D. Clean and Paint Structural Steel
- E. Clean and Paint Piles
- F. Bridge Expansion Joint

Shannon J. Howe



STATE OF MISSOURI
SHANNON J.
HOWE
REGISTERED PROFESSIONAL ENGINEER
NUMBER
E-2000162117

9/1/2015

A. MECHANICALLY STABILIZED FILL SYSTEM

1.0 Description. Work shall consist of furnishing materials and the construction of a Mechanically Stabilized Fill (MSF) System meeting the approval of the owner.

2.0 Prequalification of Geogrid or Geotextile. All geogrid (or geotextile) shall be prequalified and approved before the contract is awarded. To apply for prequalification or prequalification requirements, the supplier or manufacturer shall submit a request to the owner along with certification that the geogrid (or geotextile) has a wide width tensile strength of 2400 lbs per foot in both directions as per ASTM D6637 (or ASTM D-4595). The following systems are pre-qualified and may be used:

Tensar Sierra Slope Retention System:

Tensar Earth Technologies, Inc.
5883 Glenridge Drive
Suite 200
Atlanta, GA 30328-5363

phone 404-250-1290
sales 800-202-4459
fax 404-250-0461

Mirafi Geogrid Reinforced Slope:

Ten Cate Nicolon USA
365 South Holland Drive
Pendergrass, GA 30567

phone 706-693-2226
fax 706-693-4400
email: j.folts@tencate.com

StrataSlope System:

Strata Systems, Inc.
380 Dahlonega Road, Suite 200
Cumming, GA 30040

phone 770-888-6688
fax 770-888-6680
email: strata@geogrid.com

3.0 Granular Fill Material. Granular fill material for MSF shall conform to the following requirements.

3.1 Granular fill material shall be clean and crushed angular stone with a maximum grain size of 2 inches and conforming to the following gradation limits:

Sieve Size	Percent Passiflg
1/2 inch	100
3/8 inch	90-100
No.4	20-55
No.8	5-30
No. 16	0-10
No. 50	0-5

Granular fill material meeting the open-graded backfill specifications of AASHTO No. 89 or AASHTO No. 67 are also acceptable.

3.2 The Plasticity Index, as determined by AASHTO T-90, shall not exceed 6.

3.3 The angle of internal friction for the granular fill material shall be no less than 38 degrees. No testing will be required if the granular fill consists entirely of

crushed limestone. When testing is required, testing shall be in accordance with Sec 1010.3.5.

3.4 The material shall substantially be free of shale or other soft, poor durability particles and shall have a magnesium sulfate soundness loss of less than 30 percent after four cycles (or a sodium value less than 15 percent after five cycles) as determined by AASHTO T-104.

3.5 Backfill materials shall meet the following electrochemical requirements in accordance with Sec. 1010.

3.6 The contractor shall furnish to the owner a Certificate of Compliance certifying the selected granular fill material complies with this section of the specifications. A copy of test results from an approved laboratory testing the material for all of the above requirements shall also be furnished to the owner. Tests shall apply specifically to the material being used and shall not be more than twelve months old, if previously tested for another job and still applicable.

3.7 Acceptance will be based on the Certificate of Compliance, accompanying test reports, and any applicable tests performed by the owner or its representative.

4.0 Construction Requirements.

4.1 Delivery, storage, and handling of all MSF materials shall comply with requirements set forth in the Missouri Standards Specifications for Highway Construction.

4.2 Subgrade surfaces beneath the MSF Systems shall be level, free from deleterious materials, loose or otherwise unsuitable soils. Prior to placement of geogrid (or geotextile) and granular fill material, the subgrade shall be proof-rolled to provide a uniform and firm surface. Any soft areas, as determined by the owner, shall be excavated and replaced with suitable compacted materials. Foundation surface shall be inspected and approved by the owner prior to fill placement. Benching the backcut into competent soil is recommended to improve stability.

4.3 Geogrid (or geotextile) shall be installed within layers of the compacted granular fill material in accordance with the manufacturer's recommendations and as shown on the plans. Geogrid (or geotextile) is to extend the lengths as shown on the plans unless otherwise directed by the owner. Any required laps of geogrid (or geotextile) to cover each lift of granular fill shall be done in accordance with the manufacturer's recommendations.

4.4 Backfill shall be placed, spread, and compacted in such a manner to minimize the development of wrinkles and/or displacement of the geogrid (or geotextile). Granular soils shall be compacted in a maximum loose lift thickness of 8 inches. The top layer of the geogrid (or geotextile) shall be 2 to 4 inches below the asphalt base course. Backfill shall be compacted to at least 95

percent of the maximum density determined in accordance with AASHTO T-99. With the approval of the owner, density testing of the granular fill material can be omitted if sufficient density is achieved with 3 to 5 passes of a walk-behind vibratory plate compactor within 3 feet of the fill face and by a ride-on vibratory roller in other areas. Backfill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the MSF. Tracked construction equipment shall not be operated directly upon the geogrid (or geotextile). A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid (or geotextile). Turning of tracked vehicles shall be kept to a minimum to prevent tracks from displacing the fill and the geogrid (or geotextile). If approved by the owner and subject to satisfactory performance, rubber-tired equipment may pass over the geogrid (or geotextile) at speeds no greater than 10 mph. Sudden braking and sharp turning shall be avoided. Separation geotextile meeting Sec 1011 requirements shall be used as directed by the owner to encapsulate the MSF Systems when the geogrid is deemed incapable of suitably retaining the granular fill.

5.0 Method of Measurement.

5.1 Measurement of Mechanically Stabilized Fill (MSF) System is on a top surface area (Square Yards) basis. No direct measurement will be made. The estimated quantities shown on the plans are shown for informational purposes. The contractor should develop an independent analysis of materials and work effort required to construct the MSF system as shown on the plans and outlined in the Special Provisions.

6.0 Basis of Payment. Payment shall cover all MSF materials and installation. Excavation of any unsuitable materials, as directed by the owner will have no direct payment. The MSF system will be paid for at the contract unit price for plan quantity Mechanically Stabilized Fill System.

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B. CLEAN, FILL, SEAL HORIZONTAL DECK JOINT

1.0 Description. Work at Bent #1 and Bent #4 shall consist of:

- Cleaning the joint between the bridge superstructure and the backwalls;
- Filling the joint with gray rubber joint filler and/or rubber backing rod, as field conditions allow.
- Caulking the joint with a high quality, low slump silicone, intended for sealing vertical joints in transportation facilities.
- All materials shall be furnished and installed by the contractor.
- Materials shall meet or exceed MoDOT specifications, or be as listed on the plans.

2.0 Construction Requirements

- 2.1 The joint shall be exposed on the soil side of the joint.
- 2.2 Remove all dirt, debris, and surface coatings which may interfere with the placement of materials.
- 2.3 Perform any additional cleaning operations which may be required to comply with the caulk manufacturers specifications.
- 2.4 Insert gray rubber joint filler wherever possible. The use of a variable thickness may be required. Use backer rod in areas where rubber joint filler cannot be used.
- 2.5 Apply a liberal amount of caulk to each face of the joint. Allow to cure before backfill operations begin.

3.0 Method of Measurement

- 3.1 No Measurements will be made

4.0 Basis of Payment

- 4.1 Payment for work in this section will be made at the lump sum price on the bid form.

C. REMOVE AND REPLACE GUARDRAILS

- 1.0 Description.** Work shall consist of removal and re-installation of guardrail components as required to allow completion of all other items in the contract.
- 2.0 Materials.** There are no new materials anticipated to be required for this work. If new material is required, then it should meet the MoDOT specifications.
- 3.0 Construction Requirements.**
 - 3.1** The Contractor shall remove any and all guardrail components which may interfere with the completion of other work items, or become damaged as a result of work on other items. The Contractor shall furnish and install new replacement components that become damaged during the project.
- 4.0 Measurement.**
 - 4.1** No direct measurements will be made.
- 5.0 Basis of Payment**
 - 5.1** Payment will be made at the lump sum price shown on the bid form.

D. CLEAN AND PAINT STRUCTURAL STEEL

- 1.0 Description.** Work shall consist of preparing the structural steel for paint, furnishing and applying the paint in accordance with the manufacturers recommendations, including any prime and finish coats as required.
- 2.0 Materials.** All paint shall be a high solids polyimide epoxy equal to or better than Sherwin-Williams Macroepoxy 646, color brown.
- 3.0 Construction Requirements.** All exposed structural steel, including the bearings, shall be sand blasted to a level of SSPC-SP10/NACE 2 Near White for a distance of 24" from the end of the bridge girders and then painted in accordance with the manufacturer directions to provide 2 final coats.
- 4.0 Measurement for Payment.**
 - 4.1** No direct measurement for payment will be made.
- 5.0 Basis of Payment**
 - 5.1** Payment will be made at the lump sum price for this work item.

E. CLEAN AND PAINT PILES

- 1.0 Description.** Work shall consist of preparing the structural steel piles for paint, furnishing and applying the paint in accordance with the manufacturers recommendations, including any prime and finish coats. Two coats are required.
- 2.0 Materials.** All paint shall be a high solids polyimide epoxy equal to or better than Sherwin-Williams Macroepoxy 646, color brown.
- 3.0** All piling at Bent #1 and Bent #4 shall be exposed for a distance of 3 feet below the bottom of the abutment beam and sand blasted to a level of SSPC-SP10/NACE 2 Near White and then painted in accordance with the manufacturer's directions. Provide 2 finish coats.
- 4.0 Measurement for Payment**
 - 4.1** No direct measurement will be made.
- 5.0 Basis of Payment**
 - 5.1** Payment will be made at the lump sum price for this item.

F. BRIDGE EXPANSION JOINT

- 1.0 Description.** Work shall consist of furnishing and installing an expansion joint between the west approach slab at Bent #1 and the existing concrete pavement.
- 2.0 Materials.** Preformed, Pre-Compressed, Self-Expanding, Sealant System with Silicon Pre-Coated Surface. Use BEJS SYSTEM by EMSEAL Joint Systems for expansion joints and isolation joints in bridges. Typical locations include, but are not limited to the following: bridge joints, structural expansion joints, and component connections in roadways, wing walls, abutments, curbs, sidewalks, jersey barriers, etc.

Sealant system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydroponic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone; 2) field-applied epoxy adhesive primer, 3) field injected silicone sealant bands. Impregnation agent to have proven non-migratory characteristics. Silicone coating to be highway-grade, low-modulus, fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows. Depth of seal as recommended by manufacturer. BEJS foam seal to be installed into manufacturer's standard field-applied epoxy adhesive. The BEJS SYSTEM is to be installed recessed from the surface such that when the field-applied

injection band of silicone is installed between the substrates and the foam-an-silicone-bellows, the system will be ½" (1mm) down from the substrate surface.

Material shall be capable of movements of +52%, -50% (100% total) of nominal material size. Changes in plane and direction shall be executed using factory-fabricated "Universal 90" transition assemblies. Transitions shall be warranted to be watertight at inside and outside corners through the full movement capabilities of the product.

All substitute candidates to be certified in writing to be free in composition of any waxes or asphalts, wax compounds or asphalt compounds. All substitute candidates shall be certified in writing to be: a) capable of withstanding 150°F (65°C) for 3 hours while compressed down to the minimum of movement capability dimension of the basis of design product (-25% of nominal material size) without evidence of any bleeding of impregnation medium from the material; and b) that the same material after the heat stability test will self-expand to the maximum of movement capability dimension of the basis-of-design product (+30% of nominal material size) within 24 hours at room temperature 68°F (20°C).

3.0 Construction Requirements

3.1 Install in accordance with manufacturer's recommendations.

4.0 Measurement for Payment

4.1 There will be no direct measurements.

5.0 Basis of Payment

5.1 Payment will be made at the lump sum price for this work item.

SPECIAL PROVISIONS PART B

**GILLESPIE BRIDGE RD. & CALVERT HILL RD. BRIDGE DECK
REHABILITATION**

SPECIAL PROVISIONS

TOTAL SURFACE HYDRO-DEMOLITION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work shall consist of surface preparation and removing concrete as required via Hydro-Demolition to a targeted depth of 0.5" of sound Concrete.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications and requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

All material shall be in accordance with MoDOT Division 1000, Material Details, and specifically as follows.

Item	Section
Concrete	501
Bridge Deck Concrete Wearing Surface	505
Concrete Bonding Compound and Epoxy Mortar	623
Gradation E Coarse Aggregate	1005
Type III Cement	1019
Water	1070

PART 3 – EXECUTION

3.1 SURFACE PREPARATION

On existing concrete decks with existing wearing surfaces, the wearing surface shall be removed in accordance with Sec 216. On existing concrete decks without existing wearing surfaces, the surface shall be scarified in accordance with Sec 216 if necessary.

3.2 Total Surface Hydro Demolition. This work shall consist of total surface hydro demolition over the entire top surface of the bridge deck to provide a highly rough and bondable surface, remove unsound concrete and to remove an additional depth of sound concrete as shown on the plans during the initial deck hydro demolition pass. Unsound concrete is defined as existing bridge deck concrete that is deteriorated, delaminated, spalled, or as determined by the engineer to be unacceptable. Sounding will be done after the deck is frost free and dried as specified below.

PART 4 – CONSTRUCTION REQUIREMENTS

4.1 Removal Requirements. Removal requirements shall be in accordance with Sec 704.

A. Total Surface Hydro Demolition Equipment. The computerized hydro demolition self propelled robotic equipment shall be capable of removing all unsound concrete during the initial pass, sound concrete to the specified depth with a highly rough and bondable surface and removing rust and concrete particles from exposed reinforcing bars. The robotic equipment

shall be capable of removing concrete to within one inch of vertical surfaces. Only individuals who have passed rigorous training as recommended by the equipment manufacturer shall operate the equipment. Hand held high pressure wands shall be used in areas that are inaccessible to the hydro demolition equipment, in preparing deck repair areas or areas that require minor trim work to remove remaining unsound concrete. All water used in hydro demolition shall meet the requirements for water used in mixing and curing concrete in accordance with Sec 1070. Stream or lake water will not be permitted.

(1) **Vacuum System.** When the contract documents require total surface hydro demolition with a vacuum system, the following shall be required of the total surface hydro demolition equipment. A vacuum or pump system shall be used closely behind the hydro demolition robot at all times and shall remove approximately 98 percent of the water from the hydro demolition robot during the hydro demolition process. The vacuum or pump equipment shall be capable of removing wet debris and water. Water collected during the vacuuming or pumping operation shall be discharged to the contractor's wastewater collection system and disposed of off the project site meeting the requirements of the environmental protection of Sec 107. Vacuum or pump equipment shall be of sufficient capacity to collect all hydro demolition concrete debris for a minimum of 2 hours of hydro demolition operation.

(2) The contractor shall take necessary precautions during hydro demolition to prevent damage to the remaining structure and adjacent property as a result of runoff. Slab drains receiving runoff from the contractor's operation shall be temporarily plugged. The discharge water shall not be released from the site until the broken concrete, aggregate and other settleable solids have been removed through filtration, sediment basins or other approved methods. The contractor shall control dust and run-off in accordance with applicable governmental agencies. Environmental protection shall be in accordance with Sec 107. Hydro demolition shall not impede or interfere with maintaining traffic. As necessary the contractor shall provide shielding to insure containment of all dislodged concrete within the removal area to protect the traveling public from flying debris. The contractor shall submit to the engineer for review the plan of collecting the wet debris and water 14 days prior to starting total surface hydro demolition.

(3) The contractor shall take steps to prevent damage to existing reinforcing steel and shall not place wheels from heavy equipment, such as vacuum trucks, on deck areas where top layer of slab reinforcement has been left unsupported by the hydro demolition process. Equipment shall be operated at speeds and in such a manner that no damage to the slab and girders occur. Any damage caused by the contractor's equipment shall be repaired at the contractor's expense.

(4) Vehicles other than approved construction equipment shall not be permitted on those sections of the deck where hydro demolition has begun. Contamination of the deck by construction equipment or from any other source shall be prevented.

- B. Concrete Removal.** Concrete removal shall be in accordance with Sec 704
- C. Reinforcing Bar Exposed.** Reinforcing bar exposed shall be in accordance with Sec 704.
- D. Reinforcement Repair.** Reinforcement repair shall be in accordance with Sec 704.
- E. Material Disposal.** All material removed shall be disposed of in accordance with Sec 202.

4.2 Preparation of Repair Area

A. Deck Preparation Requirements. All construction debris, wearing surface removal debris or scarifying debris, and dust shall be completely removed from the bridge deck prior to the commencement of total surface hydro demolition. Total surface hydro demolition shall consist of a continuous pass operation to remove an additional depth of sound concrete as shown on the plans, along with all deteriorated concrete in the deck

(1) The total surface hydro demolition equipment shall be calibrated on an area, as approved by the engineer, of sound concrete sufficient to demonstrate the desired surface removal and roughness. The total surface hydro demolition equipment shall then be moved to another location of equal area that is unsound, as approved by the engineer, to demonstrate the ability to remove all unsound concrete during the initial pass and providing a rough and bondable surface. A non-working technical field representative shall be present on the project site during the calibration and the hydro demolition surface preparation operation.

(2) If the equipment does not demonstrate the ability to produce the desired results, as determined by the engineer, the equipment shall be removed from the project site and the contractor shall provide other equipment for calibration and demonstration. No additional contract time or compensation will be allowed for remobilization and the recalibration process if required.

(3) The hydro demolition surface preparation may begin after the engineer has approved the second calibration and recorded the five settings below. The calibration and production settings shall be maintained and given to the engineer prior to and during hydro demolition surface preparation by the contractor. The contractor shall be required to change any of the above settings to maintain the desired result with approval of the engineer. When the designated level of removal is attained, the settings shall be recorded and maintained throughout the total surface hydro demolition operation.

Water Pressure Gauge
Minimum water usage
Machine staging control (step)
Nozzle size
Nozzle travel speed

(4) The calibration procedure specified shall be required on each structure for each time hydro demolition is performed. The depth of removal shall be recorded and monitor along the cutting path, and if necessary, the equipment recalibrated to insure the minimum removal of sound concrete to achieve required roughness for bond.

(5) Any unsound concrete or original deck surface found unsatisfactory after the initial hydro demolition surface preparation pass shall be removed or corrected by the contractor at no additional expense to the Commission, except as noted in full depth repair or repairing concrete deck (half-soling).

(6) The hydro demolition area shall be cleaned of all loose debris and other materials scheduled to be removed. The area shall be thoroughly cleaned using a high-pressure water blaster. The area shall be vacuumed immediately following the high-pressure water cleaning to remove debris and wastewater. Following the cleaning, the surface

shall be free of all debris, loose material, slurry, cement paste and any other material that might interfere with the bond of the new concrete overlay to the satisfaction of the engineer.

PART 5 - Method of Measurement.

5.0 The extent of repair may vary from the estimated quantities, but the contract unit price shall prevail regardless of the variation. Final measurement will not be made for total surface hydro demolition with vacuum system except for authorized changes during construction or where appreciable errors are found in the contract quantity.

5.1 Where required total surface hydro demolition with vacuum system will be measured to the nearest square yard based on measurement longitudinally from end of slab to end of slab and transversely from roadway face of curb to roadway face of curb or edge of deck to edge of deck, minus 6 inches on each side for either.

PART 6- Basis of Payment.

6.1 Accepted quantities of repair will be paid for at the unit price for each of the pay items included in the contract. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete the items, will be considered completely covered by the contract unit price for the items included in the contract.

END OF SECTION

SPECIAL PROVISIONS

SECTION 02420 – LATEX MODIFIED CONCRETE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of constructing a wearing surface of latex modified concrete on a prepared surface in accordance with this specification with a target thickness of 2" (1.5" above existing grade).

PART 2 – MATERIALS

2.1 All material shall be in accordance with Division 1000, Materials Details and specifically as follows:

Item	Section
Type I or II Cement	1019
Latex Emulsion Admixture	1054
Polyethylene Sheeting	1058
Water	1070

2.2 Aggregate shall be in accordance with Sec 505.10.2

2.3 Pozzoloanic material or Portland pozzolan cements shall not be used.

2.4 Latex admixture shall be kept in suitable enclosures that will protect it from freezing and from exposure to temperatures in excess of 85°F (30°C). Drums of latex admixture to be stored at the work site in direct sunlight shall be completely covered with a suitable insulating blanket material to maintain an enclosed temperature below 85°F (30°C).

PART 3 – CONCRETE MIXTURE

3.1 The proportions of cement, fine aggregate, coarse aggregate and latex emulsion admixture will be approved by the engineer and shall meet the following requirements:

Property	Specific Value
Air Content percent	0 to 6.5
Slump, inches (mm)	4 to 6 (100 to 150)
Percent Fine Aggregate as percent of total aggregate by absolute Volume	50 to 55
Cement Content, sacks/yd ³ (kg/m ³)	7.0 (390)
Latex Emulsion Admixture, gal/ sack (L/kg)	3.5 (0.31)
Net Water-Cement Ratio, max	0.40

A. Net water shall be considered the quantity of mixing water added, plus the non-solid portion of the latex emulsion.

3.2 Any change in mix design or proportions shall be approved by the engineer.

3.3 Anti-foam additives as recommended by the latex emulsion manufacturer may be required if the concrete mixture entrains air is above the specified amount.

3.4 Air-entraining admixtures shall not be added.

PART 4 – TESTING

Testing will be done in accordance with Sec 505.10.4, except the slump test will be conducted 4 to 5 minutes after discharge from the mixer. During this waiting period, the concrete shall be deposited on the deck and shall not be disturbed.

PART 5 – MIXING

5.1 The concrete shall be volumetrically mixed at the bridge site by a continuous mixer in accordance with Sec 501. In addition to other requirements, the mixer shall provide positive control of the latex emulsion into the mixing chamber, and the latex emulsion shall calibrate to within ± 2 percent of that required. The mixer shall be capable of continuously circulating the latex emulsion and shall have a flow-through screen between the storage tank and the discharge.

5.2 The concrete discharged from the mixer shall be uniform in composition and consistency. Mixing capability shall be such that initial and final finishing operations can proceed at a steady pace. Final finishing shall be completed before the formation of a plastic surface film.

5.3 The moisture content of aggregate at the time of proportioning shall be such that water will not drain or drip from a sample. Coarse and fine aggregate shall be furnished and handled to avoid variations in the moisture content affecting the uniform consistency of the concrete.

5.4 Each drum of latex admixture shall be mechanically agitated or hand rolled until thoroughly mixed prior to being introduced into the mixer storage compartment. Latex admixture that is stored in the mixer storage compartment overnight or during delays in mixing of four hours or more shall be agitated by at least two complete cycles in a continuous circulating pump or by mechanical means in the storage compartment. The flow through screen shall be cleaned immediately prior to beginning proportioning and as often as necessary thereafter. Latex admixtures of different brands shall not be combined together in any manner.

PART 6 - Surface Preparation.

Surface preparation shall be in accordance with Sec 505.10.6 except as noted.

6.1 Prior to scarifying or chipping on concrete adjacent to latex modified concrete, 96 hours of curing shall elapse. If practical, all scarifying by mechanical units shall be completed prior to placing any latex modified concrete, unless otherwise shown on the plans. Areas from which unsound concrete and patches have been removed shall be kept free of slurry produced by wet sawing or wet scarifying by planning the work such that this slurry will drain away from the completed areas of preparation.

6.2 On both old and new decks, within 24 hours prior to placing latex modified concrete, the entire surface shall be thoroughly cleaned by sandblasting followed by an air blast.

PART - 7 Finishing Equipment

7.1 Finish Machine. The finishing machine shall be self-propelled and shall be capable of forward and reverse movement under positive control, with a provision for raising all screeds to clear the screeded surface for traveling in reverse. A self-propelled finishing machine with one or more rollers, augers and 1500 to 2500 vpm vibratory pans shall be used. A drag float may be necessary. Any modifications will be subject to approval from the engineer.

7.2 Support Rails. Support rails shall meet Sec 505.10.7.4.

PART 8 - Placing and Finishing Concrete

Placing and finishing shall be in accordance with Sec 505.10.8 except as noted herein.

8.1 Prior to placement of latex modified concrete, the cleaned surface shall be thoroughly wetted for a minimum of three hours, then covered with polyethylene sheeting until time of concrete placement. The surface shall be damp at the time the overlay is placed. Any standing water in depressions, holes or areas of concrete removal shall be blown out with compressed air. No free water or puddles of standing water shall exist at the time of placement.

8.2 Expansion joints and dams shall be formed in the concrete overlay. Formation of the joint by sawing through the overlay will not be permitted.

8.3 Texturing shall occur immediately after finishing and before the plastic film forms on the surface. Texturing shall be performed in a manner to prevent pulling the concrete away from an existing vertical face. Care shall be taken not to texture too deep and not to tear the surface.

8.4 Screed rails and headers shall be separated from the newly placed material by passing a pointing trowel along the inside face. Metal expansion dams shall not be separated from the overlayment. The trowel cut shall be made for the entire depth and length of rails or headers after the mixture has stiffened sufficiently and shall prevent the concrete from flowing back into the cut.

8.5 During placement of the overlay, all joints with adjacent concrete shall be sealed with a mortar paste of equal parts cement and fine aggregate, using latex emulsion in lieu of mixing water.

8.6 The wet cure shall be applied promptly after the concrete has been placed on the deck without deforming the finished surface.

8.7 The surface shall receive a wet cure for at least 48 hours.

8.8 After placement and cure of the latex modified concrete, the finished deck will be tested to detect unbonded areas.

8.9 No surface sealing shall be applied to the latex modified concrete wearing surface.

PART 9 - Limitations of Operations

9.1 No latex modified concrete shall be placed when the ambient or deck surface temperature is above 85 F (30 C). Deck temperature shall be determined in accordance with MoDOT Test Method TM 20.

9.2 No latex modified concrete shall be placed at ambient or deck surface temperatures below 45 F (7 C) unless otherwise allowed by Engineer. Latex modified concrete shall be protected to maintain a minimum specified curing temperature of 45 F (7 C). Any concrete damaged by freezing shall be removed and replaced at the contractor's expense.

9.3 The temperature of the latex modified concrete at time of placement shall be between 45 F (7 C) and 90 F (32 C) unless otherwise allowed by Engineer. If either the aggregate or water is heated, the maximum temperature for each shall be 100 F (38 C) at the time of addition to the mix. Any method of heating during the mixing of concrete may be used provided the heating apparatus will heat the mass uniformly and avoid hot spots that will burn the material. Cement or aggregate containing lumps or crusts of hardened material or frost shall not be used.

9.4 No vehicular traffic shall be permitted on the latex modified concrete surface until the concrete is at least 96 hours old and has attained a minimum compressive strength of 3000 psi (21 MPa).

9.5 Concrete shall not be placed adjacent to a parallel surface course that is less than 96 hours old; however, this restriction will not apply to a continuation of placement in a lane or strip beyond a joint in the same lane or strip.

9.6 Preparation of the area, except scarifying, may be started in a lane or strip adjacent to a newly placed surface the day following the surface placement. If this work is started before the end of the 48-hour wet curing period, the work will be restricted such that any interference with the curing process is held to the minimum practical time.

9.7 Longitudinal construction joints may be placed between designated traffic lanes if required by the Engineer. The location of the longitudinal joints will be subject to the approval from the engineer.

9.8 Transverse joints in the overlay may be permitted if approved by the engineer. These joints shall be located a minimum of 10 feet (3 m) from the centerline of bent.

9.9 A header shall be installed in case of delay in the placement operations exceeding one-half hour in duration. During minor delays of one-half hour or less, the end of the placement shall be protected from drying with several layers of wet burlap.

9.10 Adequate precautions shall be taken to protect freshly placed concrete from rain. All placing operations shall cease when rain begins. The engineer may order removal of any material damaged by rainfall and such material shall be replaced in accordance with these specifications at the contractor's expense.

Part 10 - Removal

10.1 Material removal and disposal shall be in accordance with Sec 505.10.10.

Part 11 – Repair

11.1 Repair shall be in accordance with Sec 505.10.11.

Part 12 - Method of Measurement

12.1 The extent of repair may vary from the estimated quantities, but the contract unit price shall prevail regardless of the variation. Final measurement will not be made for Latex Modified Concrete except for authorized changes during construction or where appreciable errors are found in the contract quantity.

12.2 Where Latex Modified Concrete will be measured to the nearest square yard based on measurement longitudinally and transversely from edge of LMC overlay to edge of LMC overlay.

Part 13 - Basis of Payment

13.1 Accepted quantities of repair will be paid for at the unit price for each of the pay items included in the contract. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete the items, will be considered completely covered by the contract unit price for the items included in the contract.

END OF SECTION

SPECIAL PROVISIONS

Miscellaneous

1. Any damage done to the bridge shall be repaired by the contractor at no additional cost to the County.
2. Pavement Patch to be performed on Calvert Hill Rd. will consist of a BP-2 asphalt pavement patch approximately 1.5" thick to tie existing pavement elevation into new bridge deck wearing surface elevation. Incidental to Pavement Patch will be milling of a butt joint at the edge of each patch away from the bridge to give the patch a full thickness throughout its length. Pavement Patch will be paid by the planned quantity unless additional is authorized by Boone County. Any Pavement Patch needed to repair additional area disturbed by Contractor beyond planned quantity will be incidental to project.
3. Contractor shall be responsible for producing a traffic control plan and submitting to the County at the time of the Pre-Construction Meeting. Traffic Control plan shall accurately depict location and type of temporary signage during all phases of construction. Traffic Control plan shall allow for detouring of traffic during times of bridge closure. Plan will be reviewed by County personnel and must be approved before issuing notice to proceed.
4. Limitations on hours of operation do not apply to pouring of Latex Modified Concrete. This work may be done at whatever hours are necessary.
5. All excavation is incidental to the work being performed. No additional payment will be made for excavation.
6. No erosion control BMPs are shown on the plans. The contractor shall furnish an erosion control plan to the County at the Pre-Construction meeting. It will be the Contractors responsibility to assure that all disturbed soil and demolition/construction debris is prevented from leaving the site.
7. Contractor is responsible for determining the location of all utilities prior to beginning construction. Any conflicts with the work shown on the plans shall be brought to the attention of the County immediately.
8. Restoration: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.

The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and shall be no less than 4 inches and no more than 6 inches as detailed below.

9. Latex Modified Concrete production equipment shall be equipped to accurately quantify amount of material produced.

- 10. Full Depth Deck Repair bid item shall be used for all work necessary (form work, etc.) in the event that Hydro-Demolition of the existing deck exposed deteriorated areas completely through the deck.**
- 11. Gillespie Bridge Rd. Bridge has slot drains (tops not open) incorporated into the integral deck curbs. The Contractor will be required to use a method of their choice to maintain full capacity of these drainage features when pouring wearing surface. Hand forming, blocking, or similar type approach may be used to accomplish this.**
- 12. Calvert Hill Rd. Bridge has curb cut type drains (open top) incorporated into the integral deck curbs. Contractor will be required to block out these drain features when pouring the wearing surface.**
- 13. Contractor will be responsible for matching control joints in new latex modified concrete wearing surface with any present in existing deck. New control joints shall be sawed full depth of wearing surface, cleaned of all debris, and sealed with a rubberized hot poured asphaltic crack seal material compatible with wearing surface. This work will be incidental to wearing surface installation.**
- 14. If hot mix BP-2 asphalt is not available due to seasonal plant closure, cold mix asphalt may be used temporarily for Pavement Patch. Cold Mix patch should be of similar dimensions, unless County determines less can be performed and achieve an acceptable ride. When plant reopens, Contractor will remove temporary Cold mix asphalt and perform Pavement Patch as specified within. No additional payments will be made for use of temporary patch. Contractor will be responsible for maintenance of temporary patch over winter to assure adequate ride. Any deficiencies will be brought to attention of contractor for immediate repair.**

APPENDIX A

STATE WAGE RATES

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

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

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

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

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

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

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

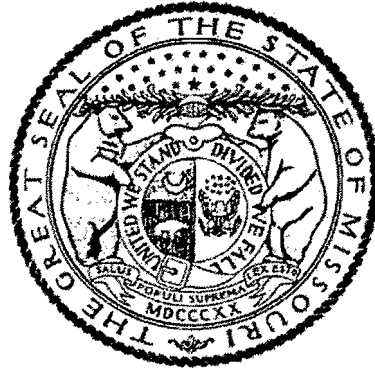
WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will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

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building)						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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 - \$37.00, Fringes - \$26.68
All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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.

**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.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH 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.

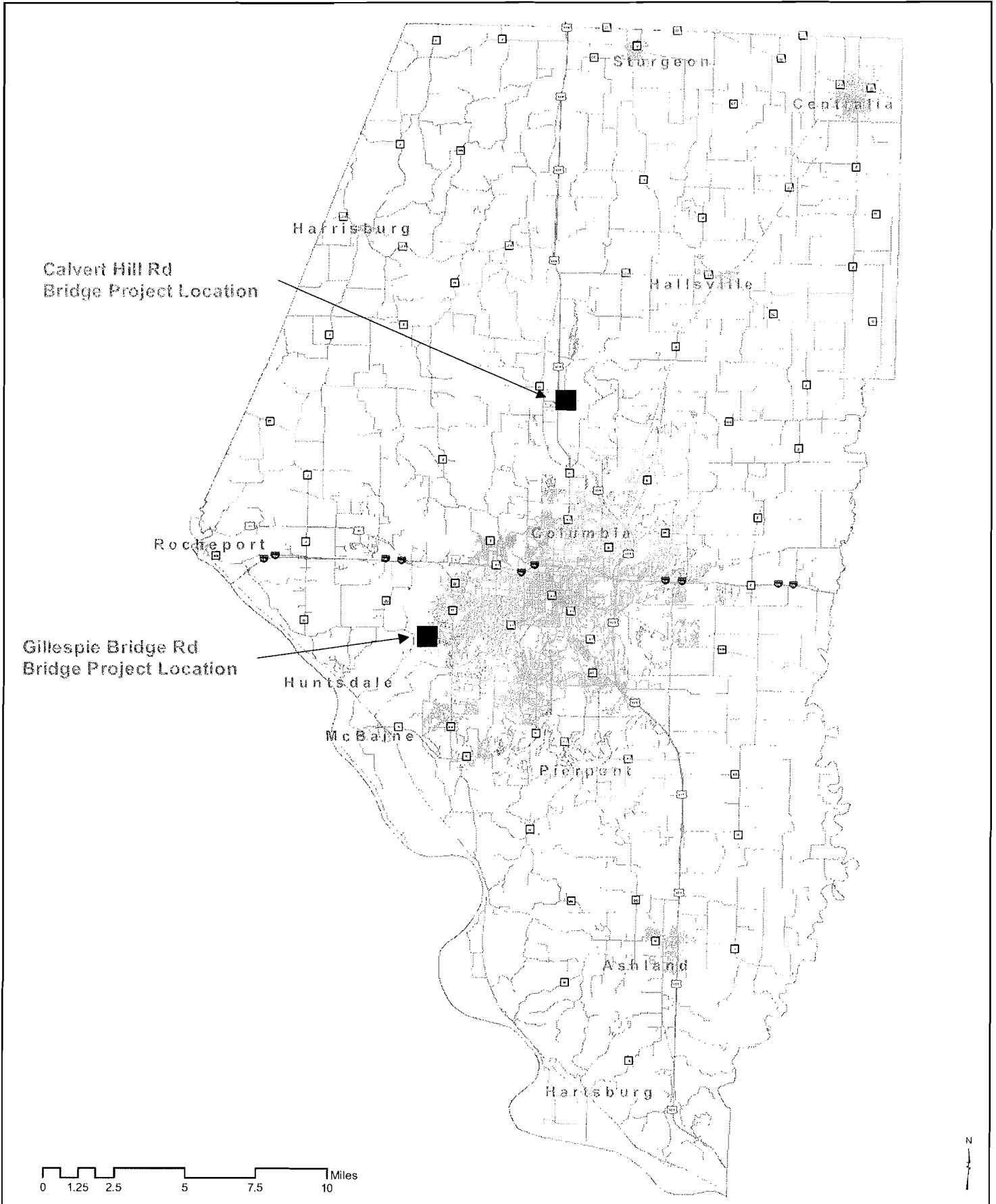
APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

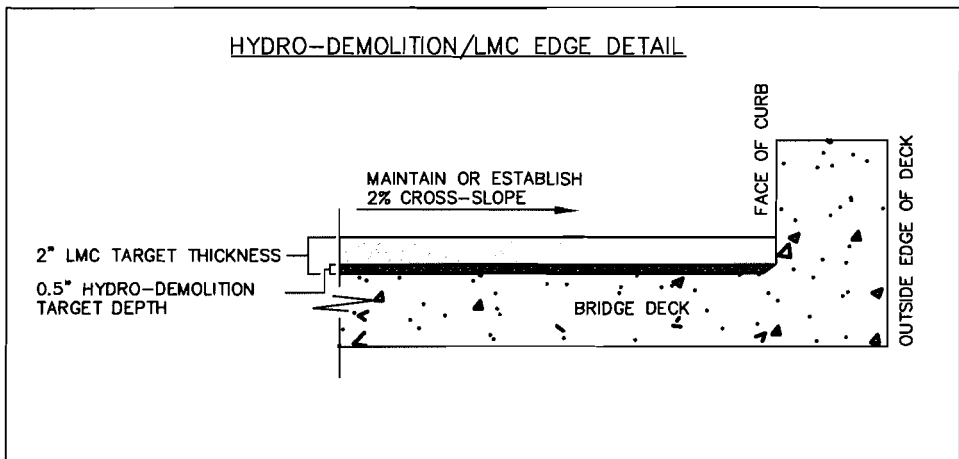
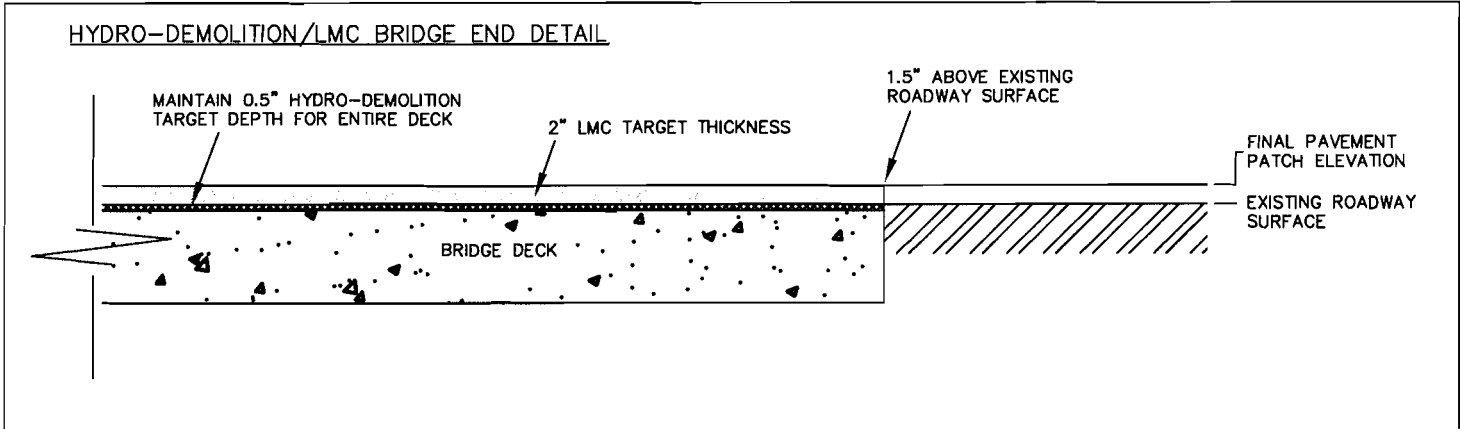


Boone County 2015 Bridge Repair Projects

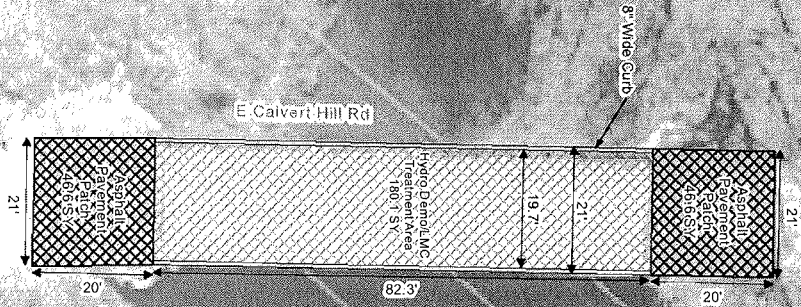


WEARING SURFACE DETAILS

NOT TO SCALE



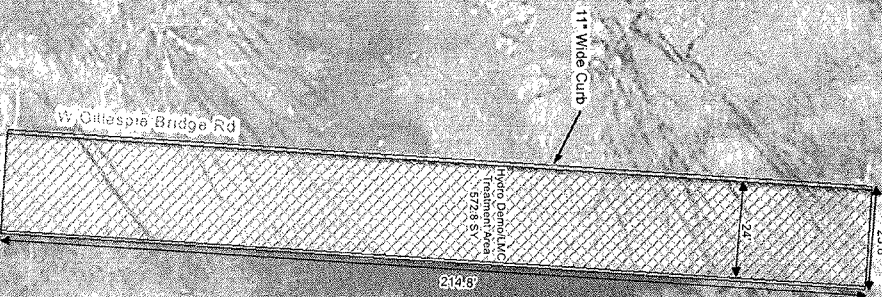
Project Site = Calvert Hill Rd



Project Quantities:
 Hydro-Demolition, Full Surface w/ Vacuum System = 180.1 SY
 Latex Modified Concrete = 10.0 CY
 Latex Modified Concrete Wearing Surface Installation = 180.1 SY
 Pavement Patch = 83.2 SY

1 inch = 20 feet

Project Site = Gillespie Bridge Rd



Project Quantities:
 Hydro-Demolition, Full Surface w/ Vacuum System = 572.8 SY
 Latex Modified Concrete = 31.8 CY
 Latex Modified Concrete Wearing Surface Installation = 572.8 SY

1 inch = 30 feet



Overview
 Date: 8/12/2015

Boone County Resource Management
 Boone County Government Center
 801 E. Walnut Room 315
 Columbia, MO 65201-7730
 (573) 886-4480 Fax (573) 886-4340



Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Repairs
 Hydro-Demo/LMC Bridge Deck

GILLESPIE BRIDGE REHABILITATION

COUNTY OF BOONE

W. GILLESPIE BRIDGE ROAD OVER PERCHE CREEK

BRIDGE NO. 4720012

THESE PLANS SHOW THE
WORK COVERED BY
ITEMS IN SECTION A.

Section 19, Township 48 North, Range 13 West
Over Little Bonne Femme Creek
W. GILLESPIE BRIDGE ROAD

Index of Sheets

Cover Sheets	1
General Notes	2
End Bent Details	3
Wing Rehab details &	
Bill of reinforcement	4
Mechanically Stabilized Fill Detail	5

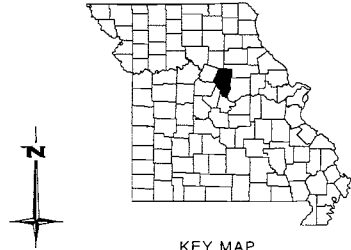
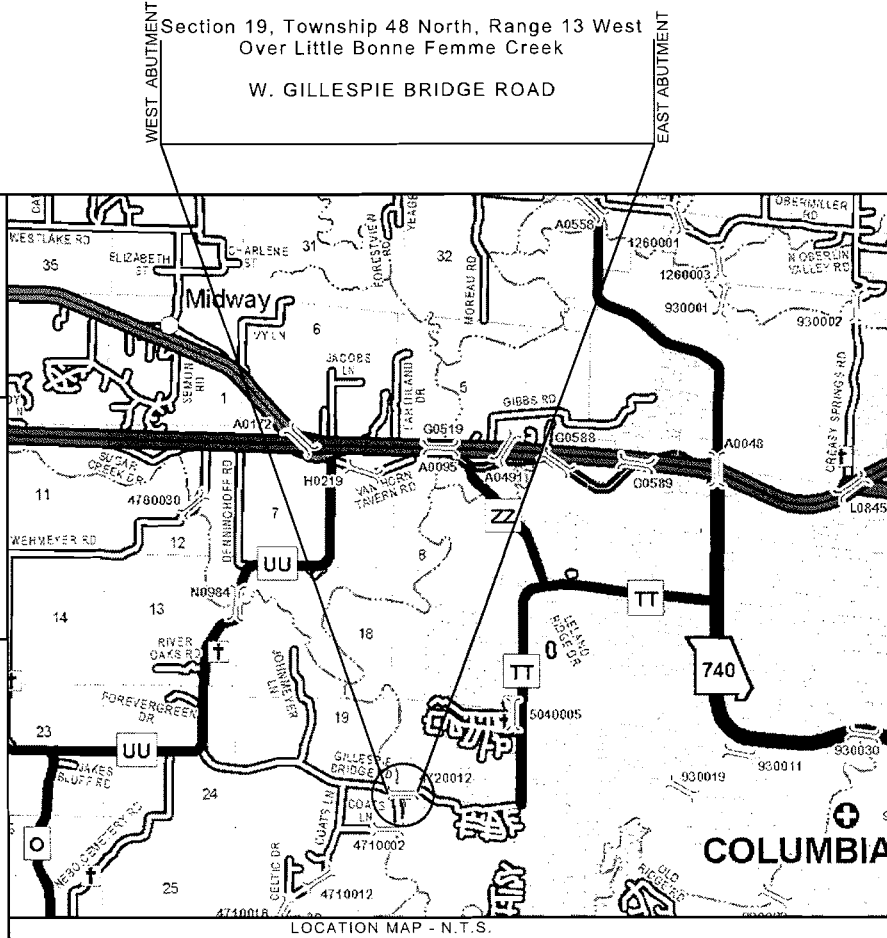
COUNTY OFFICIALS

PRESIDING COMMISSIONER: Daniel K. Atwill
ASSOCIATE COMMISSIONER: Janet Thompson
ASSOCIATE COMMISSIONER: Karen Miller
COUNTY CLERK: Wendy Noren

SUBMITTED & RECOMMENDED

CHIEF ENGINEER OF RESOURCE MANAGEMENT

Derin Campbell, P.E. _____ DATE _____



No.	Description	Date




COVER SHEET AND LOCATION
GILLESPIE BRIDGE REHABILITATION
W. GILLESPIE BRIDGE RD. BRIDGE #4720012
BOONE COUNTY, MISSOURI
HOWE COMPANY, LLC
1119 S. MISSOURI ST., SUITE A, MACON, MO. 64352
OFFICE: 866-351-4631 FAX: 866-351-4634

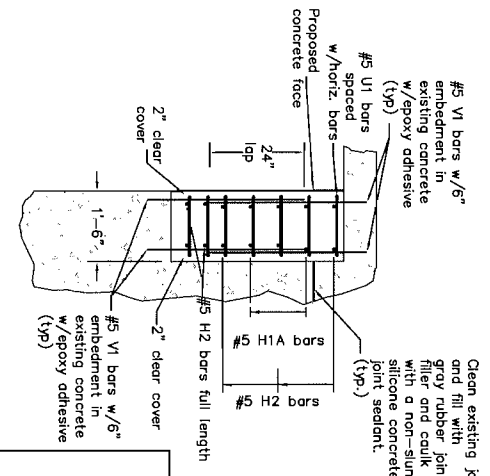
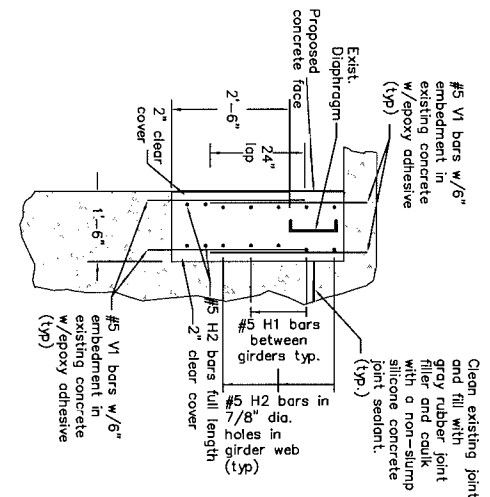
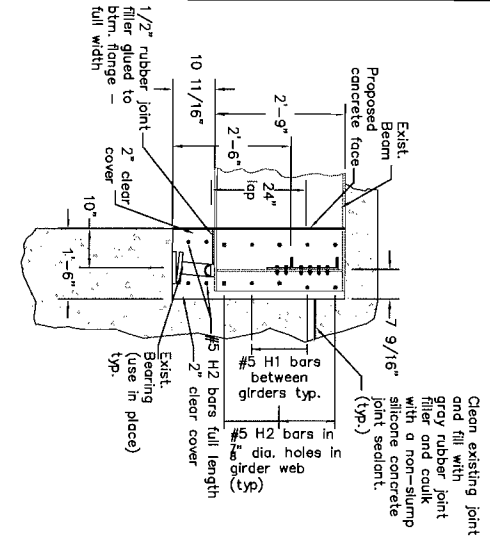
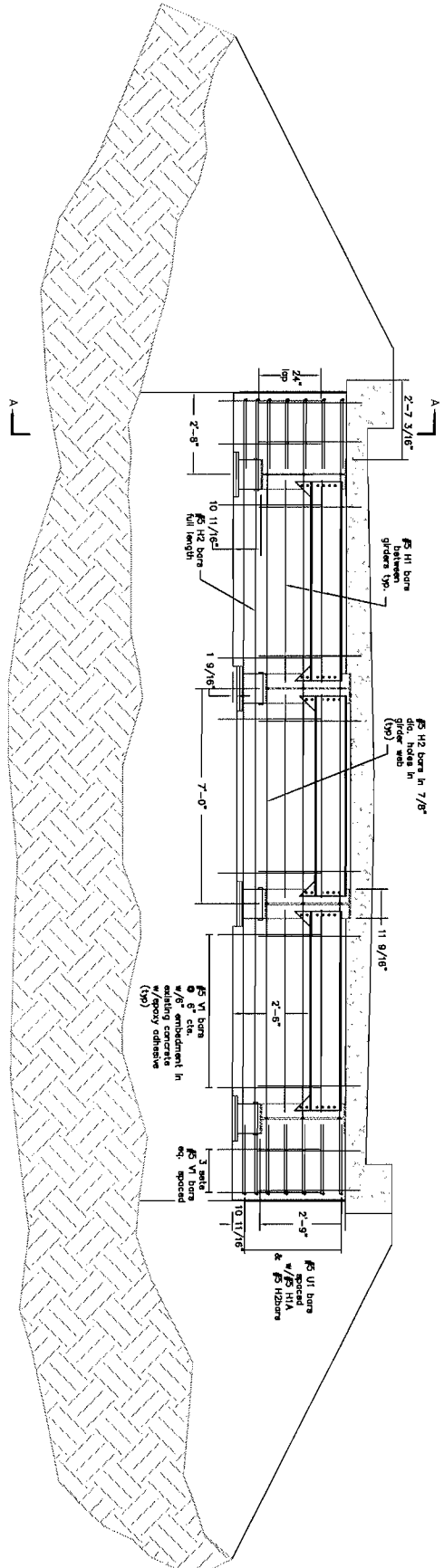
Date:	August, 2015
Designed by:	S. Howe
Drawn by:	D. Thranston
Reviewed by:	S. Howe
Approved by:	S. Howe
Job No.:	15H3055

WORK TO BE PERFORMED BY CONTRACTOR				
Spec	Section	Description	Units	EST. QTY.
MoDOT	618	Mobilization	L.S.	1
TS	02300	Unclassified Excavation Bent #1	C.Y.	214
MoDOT	715	Vertical Drain Bent #1	L.S.	1
JSP		Mechanically Stabilized Fill-Complete Bent #1	S.Y.	55 *
JSP		Clean, Fill, Seal horizontal deck joint Bent #1	L.S.	1
JSP		Remove and Replace Guardrails Bent #1	L.S.	1
JSP		Clean and Paint Structural Steel Bent #1	L.S.	1
MoDOT	706	Reinforcing Steel Bent #1	LBS.	957 *
MoDOT	501	Class B-2 Concrete Bent #1	C.Y.	6 *
MoDOT	304	4" Thick Layer-Type I Agg. Base Bent #1	S.Y.	55 *
TS	02740	8" Thick Concrete Pavement Bent #1	S.Y.	55 *
MoDOT	611.3	Type 2 Rock Blanket Bent #1	C.Y.	10 *
JSP		Clean & Paint Piles Bent #1	L.S.	1
JSP		Bridge Expansion Joint Bent #1	L.S.	1
TS	02300	Unclassified Excavation Bent #4	C.Y.	214
MoDOT	715	Vertical Drain Bent #4	L.S.	1
JSP		Mechanically Stabilized Fill-Complete Bent #4	S.Y.	55 *
JSP		Clean, Fill, Seal horizontal deck joint Bent #4	L.S.	1
JSP		Remove and Replace Guardrails Bent #4	L.S.	1
JSP		Clean and Paint Structural Steel Bent #4	L.S.	1
MoDOT	706	Reinforcing Steel Bent #4	LBS.	957 *
MoDOT	501	Class B-2 Concrete Bent #4	C.Y.	6 *
MoDOT	304	4" Thick Layer-Type I Agg. Base Bent #4	S.Y.	55 *
TS	02740	8" Thick Concrete Pavement Bent #4	S.Y.	55 *
MoDOT	611.3	Type 2 Rock Blanket Bent #4	C.Y.	10 *
JSP		Clean & Paint Piles Bent #4	L.S.	1

GENERAL NOTES:

- 1.) This project includes the conversion of rocker bearings to a modified integral abutment.
- 2.) All exposed structural steel including the bearings shall be sand blasted to a level of SSPC-SP10/NACE 2 Near White Blast Clean to a distance of 24" from the end of the bridge girders and then painted with two coats of a high solids, high build, fast drying polyamide epoxy paint equal to Sherwin Williams Macroeconomy 646 color brown.
- 3.) All concrete which will be cast against with new concrete shall be cleaned to remove all paint, loose concrete, and any surface contamination. This may require sand blasting and power washing with high pressure water.
- 4.) The spacing and location of bars set in existing concrete may be slightly modified to miss existing reinforcing bars.
- 5.) Vertical bars in the new concrete diaphragms shall be set in drilled holes filled with anchoring adhesive equal to Strong-Tie ET-HP or SET-XP.
- 6.) The contractor may cut holes in the deck between the girders to facilitate concrete placement, vibration, and monitoring. The hole shall be cut or drilled and be as small as possible to accomplish the task. All holes shall be filled to the top of deck with diaphragm concrete. The contractor shall also provide and utilize monitoring holes on the sides of the forms to allow visual confirmation of good placement and consolidation results. Alternative methods of providing holes in the deck, such as hydro demolition, may be approved by the engineer.
- 7.) The contractor may anchor to the backwall for the purpose of holding forms in place as needed.
- 8.) All concrete in diaphragms shall be MoDOT-B2 modified with water reducers to provide a maximum slump of 8".
- 9.) All costs to complete the work shown on the plans shall be included in the bid items for the project.
- 10.) All workmanship shall meet the requirements of the MoDOT Standard Specifications.
- 11.) This work is related to a hydro demolition / latex concrete overlay project for this bridge. The approach pavement elevations shall match the latex overlay elevations so that a smooth transition is provided at each end of the bridge.

 <p>Howe Company LLC Missouri State Certificate of Authority Surveying LS-201405235</p>	<p>GENERAL NOTES & QUANTITIES GILLESPIE BRIDGE REHABILITATION W. GILLESPIE BRIDGE RD, BRIDGE #4720012 BOONE COUNTY, MISSOURI</p> <p>HOWE COMPANY, LLC 1119 S. MISSOURI ST., SUITE A, MACON, MO. 63552 OFFICE: 660-395-4693 FAX: 660-395-4694</p>
Date: August 2015 Designed by: S. Howe Drawn by: D. Thronsdon Reviewed by: S. Howe Approved by: S. Howe Job No. 15H3055	<p>2</p> <p>Sheet 2 of 5</p>



SEC. UNDER GIRDERS

SEC. BETWEEN GIRDERS

SEC. A-A

Clean existing joint and fill with gray rubber joint filler and caulk with a non-slump silicone concrete joint sealant.

#5 V1 bars w/6" embedment in existing concrete w/epoxy adhesive (typ)

Clean existing joint and fill with gray rubber joint filler and caulk with a non-slump silicone concrete joint sealant.

#5 V1 bars w/6" embedment in existing concrete w/epoxy adhesive (typ)

Clean existing joint and fill with gray rubber joint filler and caulk with a non-slump silicone concrete joint sealant.

Note: See sheet 3 for work on the wings.

Drawn By:	S. Howe
Checked By:	D. Brockman
Reviewed By:	S. Howe
Approved By:	S. Howe
Job No.:	1543055

END BENT DETAIL SHEET
 GILLESPIE BRIDGE REHABILITATION
 W. GILLESPIE BRIDGE RD. BRIDGE #4720012
 BOONE COUNTY, MISSOURI
 HOWE COMPANY, LLC
 1119 S. MISSOURI ST., SUITE A, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-4694

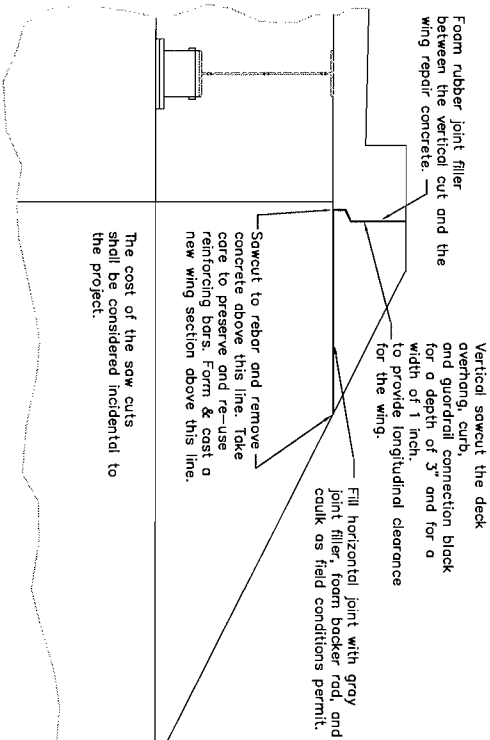
Missouri State Certificate of Authority
 Engineering #E-201401403
 Surveying #LS-2014015235

No.	Description	Date	Appr.

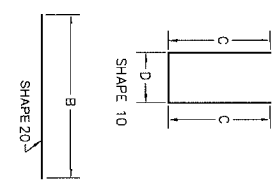
BILL OF REINFORCING STEEL

NO. REQUIRED	SIZE	MARK	LOCATION	SHAPE NO.	STIRRUP	SUBSTRUCTURE	VARIES	NO. EACH											TOTAL WEIGHT
								B	C	D	E	F	H	K	ACTUAL LENGTH	Lbs.			
24	5	H1	DIAPHRAGM	20				6	7.500								6	8	167
16	5	H1A	DIAPHRAGM	20				2	3.250								2	3	38
20	5	H2	DIAPHRAGM	20				25	11.000								25	11	541
28	5	U1	DIAPHRAGM	10	X			2	3.250								5	8	166
288	5	V1	DIAP/BEAM/DECK	20				3	4.000								3	4	1,001

END BENTS



WING REHAB DETAILS
(TYP ALL FOUR WINGS)



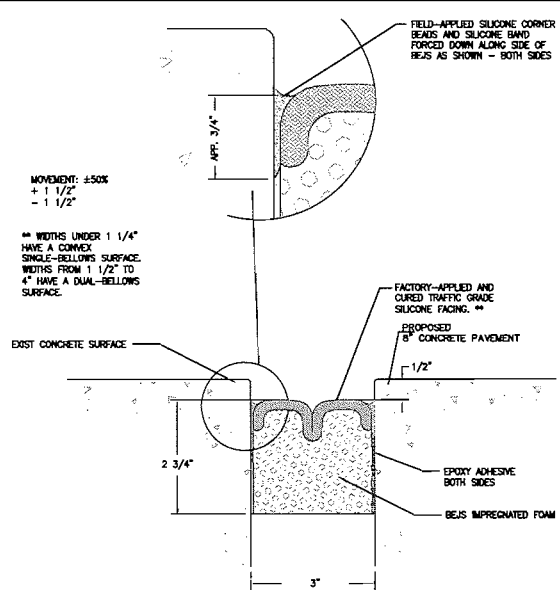
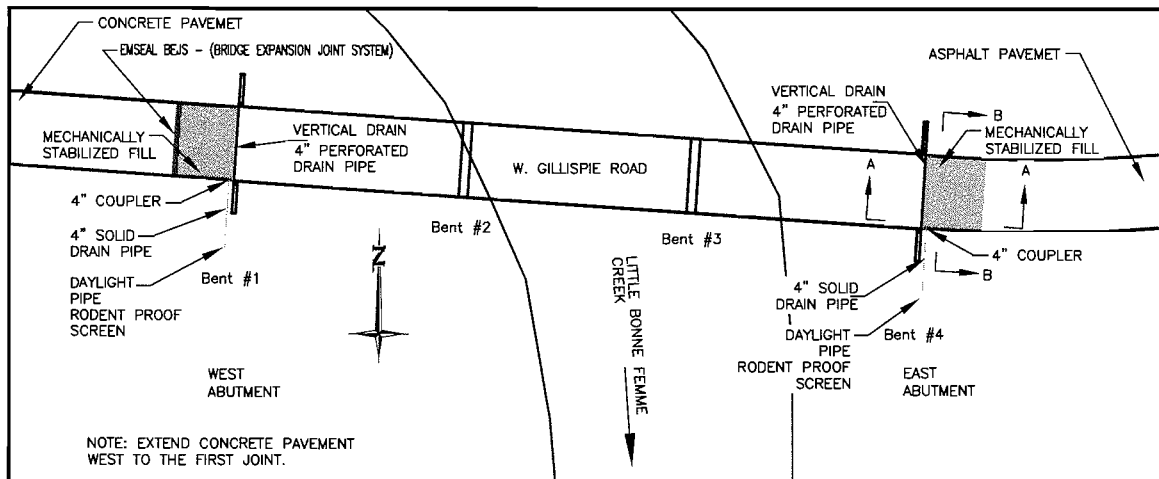
Date: August 2015
 Designed by: S. Howe
 Drawn by: O. Thompson
 Reviewed by: S. Howe
 Approved by: S. Howe
 Job No. 15H-20255

WING REHAB DETAIL AND BILL OF REINFORCEMENT
GILLESPIE BRIDGE REHABILITATION
 W. GILLESPIE BRIDGE RD. BRIDGE #4720012
 BOONE COUNTY, MISSOURI

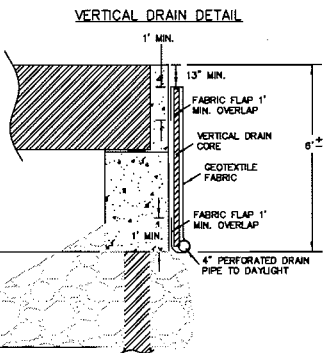
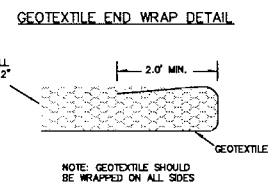
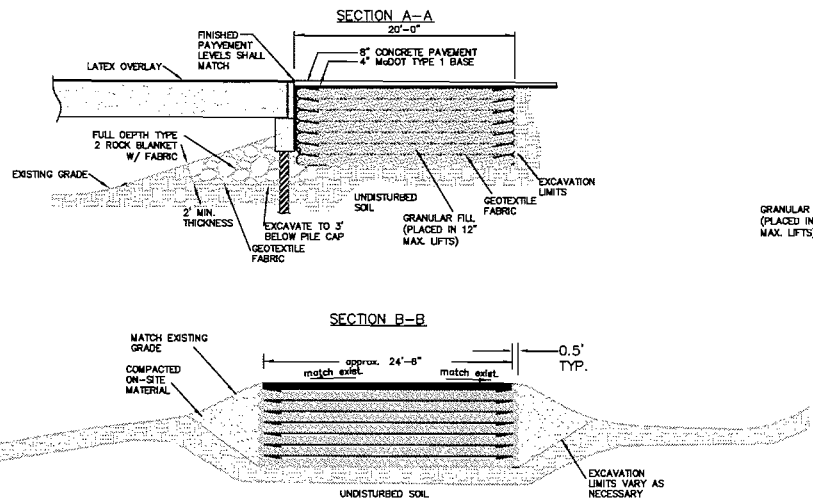
HOWE COMPANY, LLC
 1119 S. MISSOURI ST., SUITE A, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-4694

Missouri State Certificate of Authority
 Engineering #E-204004893
 Surveying #LS-2014015235

No.	Description	Date	Appr.



- NOTES:
1. ALL EXCAVATED MATERIAL TO BE DISPOSED OF OFFSITE
 2. MECHANICALLY STABILIZED FILL (MSF) CONSTRUCTION TO BEGIN MINIMUM OF 3' ABOVE BTM. OF PILE CAP
 3. NUMBER OF LIFTS OF MSF DEPENDS ON THICKNESS OF LIFTS. CONTRACTOR TO DETERMINE NUMBER OF LIFTS REQUIRED.
 4. VERTICAL DRAIN SHALL BE PLACED AGAINST FILL FACE OF ABUTMENT ENTIRE FOR ENTIRE WIDTH OF MSF
 5. PILING TO A DEPTH OF 3 FEET BELOW PILE CAP SHALL BE SCRAPED CLEAN OF ALL LOOSE MATERIAL. ALL SURFACES SHALL BE SAND BLASTED TO A LEVEL OF SSPC-SP10/NACE-2 NEAR WHITE BLAST CLEANING LEVEL, AND ALL SURFACES SHALL BE COATED WITH TWO COATS OF BITUMINOUS PAINT OR A HIGH SOLIDS POLYAMIDE EPOXY SUCH AS SHERWIN WILLIAMS MACRO EPOXY 640 FOR MARINE & INDUSTRIAL APPLICATIONS, ANY COLOR.
 6. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION
 7. REMOVE AND RE-INSTALL GUARDRAIL SECTIONS WHICH INTERFERE WITH INSTALLATION OF DRAINS AND MECHANICALLY STABILIZED FILL.



Date: August 2015	
Designed by: S. Howe	
Drawn by: D. Thordson	
Reviewed by: S. Howe	
Approved by: S. Howe	
Job No. 15H3055	

5

Sheet 5 of 5

Howe Company LLC
Missouri State Certificate of Authority
Subcategory 15-201.0105235
Boone County, Missouri

MECHANICALLY STABILIZED FILL DETAILS
GILLESPIE BRIDGE REHABILITATION
W. GILLESPIE BRIDGE RD. BRIDGE #4720012
BOONE COUNTY, MISSOURI

HOWE COMPANY LLC
1119 S. MISSOURI ST. SUITE A, MACON, MO. 63552
OFFICE: 660-395-4693 FAX: 660-395-4694

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

13th

day of October

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 Sheriff's Department reorganization as follows:

Eliminating one Captain position, classification code 4002, one Corrections Captain position, classification code 4022, and one Corrections Corporal position, classification code 4032. Those positions will be replaced by four Lieutenant positions, classification code 4003. Two of the Lieutenant positions will be assigned to the enforcement division and two Lieutenant positions will be assigned to the corrections division.

The attached organizational chart reflects these changes.

Done this 13th day of October, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

Sheriff
1.00 FTE

1.00 FTE
Major (a)

HOUSEKEEPING/
MAINTENANCE
(See Dept 1255)

OPERATIONS

Detention
(See Dept 1255)

ENFORCEMENT/
INVESTIGATIONS

SERVICES

1.00 FTE
Captain

0.150 FTE
Captain
(Split with Dept 1255)

2.00 FTE
Lieutenant

PATROL
DIVISION

6.00 FTE
Sergeant (a)

29.0 FTE
Deputy Sheriff (a)

CIVIL PROCESS
2.00 FTE
Deputy Sheriff

TRAFFIC
DIVISION

1.00 FTE
Sergeant

2.0 FTE
Deputy Sheriff

DARE & SCHOOL
RESOURCE
4.00 FTE Deputy Sheriff

REACTIVE
DIVISION

1.00 FTE
Sergeant

6.00 FTE
Investigator (a)

PROACTIVE
DIVISION

1.00 FTE
Sergeant

PATROL UNIT
2.00 FTE
Deputy Sheriff (a)

DRUG UNIT
2.00 FTE
Investigator

CYBER CRIMES
TASK FORCE
3.00 FTE
Investigator (b)

1.0 FTE
Technology/Fleet Analyst

BUDGET / ACCOUNTING
0.50 FTE Budget Administrator
0.50 FTE Account Specialist
(Both split with Dept 1255)

1.00 FTE
Administrative Deputy

1.00 FTE Evidence Technician
1.00 FTE Office Specialist (Civil Process) (a)
4.00 FTE Office Specialist (Records) (a)
1.00 FTE Office Specialist (Records) (c)
0.63 FTE Office Specialist
0.10 FTE Records Specialist Pool

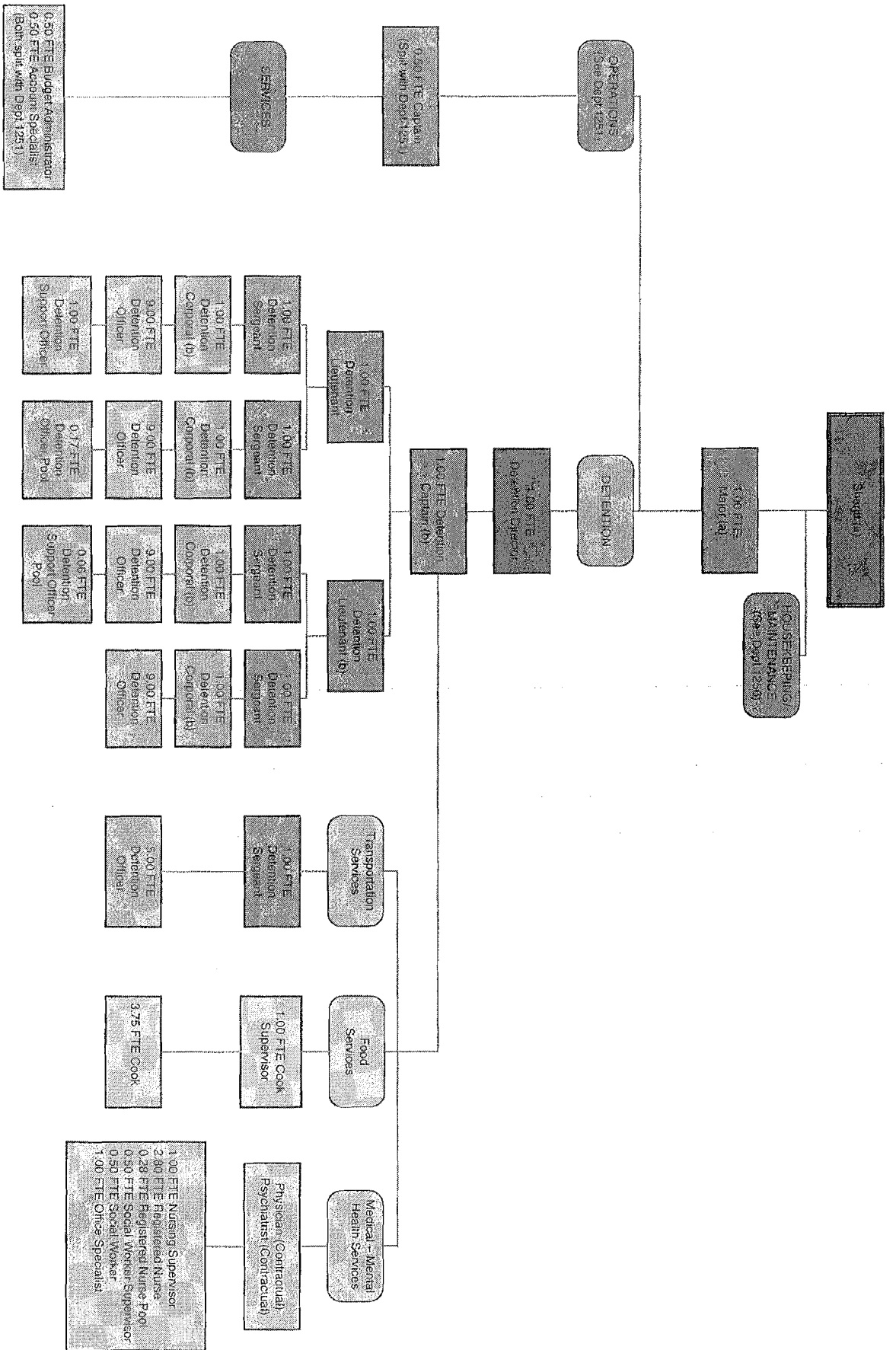
1.00 FTE
Warrant Supervisor

7.20 FTE Office Specialist-Warrant
0.17 FTE Warrant Specialist Pool

(a) Funded by Dept 2901 Sheriff Operations Law Enforcement Sales Tax:
1.00 FTE Sergeant
1.00 FTE Investigator
10.00 FTE Deputy Sheriff
1.00 FTE Office Specialist (Civil Process)
1.00 FTE Office Specialist (Records)
14.00 FTE

(b) Funded by Dept 1253 Cyber Crimes Task Force:
2.00 FTE Investigator (Current grant funding approved for 5 months)

(c) Funded by Dept 2550 Sheriff Revolving Fund activity:
1.00 FTE Office Specialist (Records)



(a) Funded by Dept 1251 Sheriff
 (b) Funded by Dept 2902 Detention Law Enforcement Sales Tax
 1.00 FTE Detention Captain
 1.00 FTE Detention Lieutenant
 4.00 FTE Detention Corporal

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

13th

day of

October

20

15

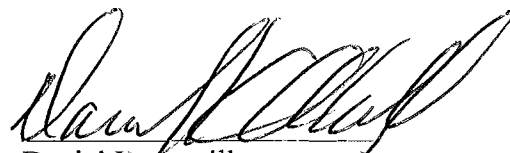
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Cost-share Contract Cancellation and Release with Michael and Janna Watson entered on or about March 13, 2014.

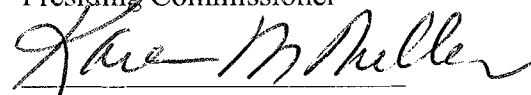
Done this 13th day of October, 2015.

ATTEST:

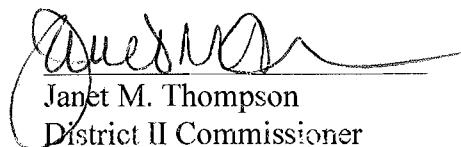
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

COST-SHARE CONTRACT CANCELLATION AND RELEASE

The County of Boone (Boone) and Applicants Michael Watson and Janna Watson entered into a Contract (Contract) on or about March 13, 2014 that provided for the parties to cooperate in the building and maintenance of a Vegetated Drainage Swale, with work to be completed by February 28, 2015. That Contract was approved by Boone County Commission Order 104-2014. Copies of that Contract and Order are attached to this document.

The work was not completed by that date due to inclement weather, and the time period the Contract provided for the work to be completed, and during which Applicants granted Boone a property access license to monitor the work, has now expired. So, the parties agree that the Contract should be cancelled.


Now, therefore, in consideration of the mutual releases in this document, the parties hereby agree as follows:

1. The Contract and any agreements between the parties regarding the Contract are hereby cancelled.
2. Each party releases the other from any and all obligations under that Contract, and confirms that none of the parties, have any further rights thereunder.


Signature Michael Watson Date 7-4-15
Michael Watson, Applicant

Signature Janna Watson Date 7-4-15
Janna Watson, Applicant

BOONE COUNTY
(By and through its County Commission):

BY: 
Daniel K. Atwill, Presiding Commissioner

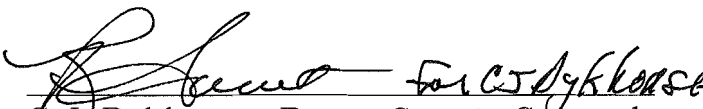
ATTEST:


Wendy S. Noren, County Clerk

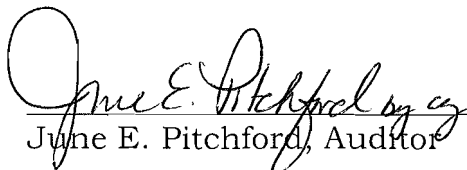
Approved:


Stan Shawver, County Resource Management Director

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

Auditor Acknowledgment:


June E. Pitchford, Auditor

10/8/15
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 14

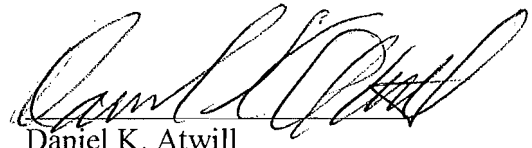
In the County Commission of said county, on the 13th day of March 20 14

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

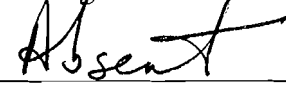
Now on this day the County Commission of the County of Boone does hereby approve the Cost-Share Agreement between the County of Boone and Michael and Janna Watson located at 7420 E. Sunny Vale Drive for installation of a Vegetated Drainage Swale, Seeded Berms and Native Plants.

The terms of this Cost-Share Agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

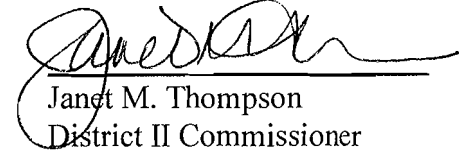
Done this 13th day of March, 2014.



Daniel K. Atwill
Presiding Commissioner

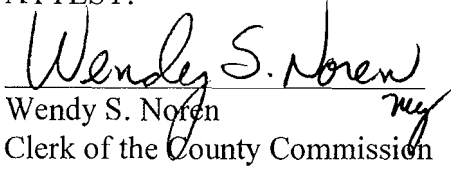


Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Contract for Cost-Share between County of Boone and Michael and Janna Watson

Applicant Name: Michael and Janna Watson

Applicant address: 7420 E. Sunny Vale Drive

Best Management Practices (BMPs) to be installed: Vegetated Drainage Swale, Seeded Berms, Native Plants

Lifespan of practice: Five (5) years

The County of Boone (hereafter, 'Boone') and Michael and Janna Watson (hereafter, 'Applicant') agree to the following terms of the contract.

Description of Practices:

Installation and maintenance of one vegetated drainage swale, two seeded berms, and native plants on the following property commonly known as 7420 E. Sunny Vale Drive, tract eleven (11) of Sunrise Estates Subdivision as shown on the plat recorded in Plat Book 7, Page 46, Records of Boone County, Missouri for the purpose of measuring the impact of the rain gardens on stormwater runoff.

The financial assistance provided is part of a cost-share project, with Boone providing labor and project oversight, 100% of the cost of the installation materials and 50% cost of the maintenance materials. The Applicant will provide labor to maintain the swale, berms, and native plants, and 50% cost of the maintenance materials if required. The specific item in this conservation practice that is eligible for cost-share is native plants.

It is understood and agreed that the following conditions shall apply:

1. Installation: The vegetated swale, berms, and native plants will be installed under the direction of and in accordance with the design plans provided by Boone. Boone shall provide the earthwork, seed and plant material necessary to install the stormwater feature. Applicant assistance in planting the native vegetation is welcome, but not required.
2. Inspection: The vegetated swale, berms, and native plants will periodically require maintenance in the form of watering, weeding and plant replacement. Applicant or her/his designee should inspect the project biweekly and after every rain event. Any observed anomalies such as extended length of ponded water, deer herbivory, rodent activity etc. shall be reported to Boone within 48 hours of observation. Boone shall have the right to inspect and require maintenance as necessary. Needed maintenance should be made as soon as practically possible.
3. Maintenance: The installed vegetated swale, berms, and native plants shall be properly maintained for five (5) years by Applicant or her/his designee.

- The vegetated swale, berms, and native plants shall be kept reasonably free of exotic weedy vegetation that may threaten the survival of the native plants that are planted as part of this cost-share contract for five (5) years following its establishment.
- The vegetated swale, berms, and native plants shall remain as intended (see attached plans) until five (5) years from signing of the contract by all parties. They shall not be removed, altered, or modified so as to lessen their effectiveness or the purpose for which they were installed, without the consent of Boone. This requirement also applies should the property change ownership during the five (5) year period.
- The native vegetation in the vegetated swale shall be watered weekly for the first three months after the initial planting to allow for root establishment. Should drought conditions occur, watering should be increased to twice a week to ensure the vigor of the plant material throughout the dry period. Watering plants shall be required for the first two years.
- Any replacement vegetation required to maintain the effectiveness of the purpose for which they were installed will be 50/50 cost-shared between Boone and the Applicant.
- Each Spring, mow and remove dead vegetation to stimulate new growth.
- Fertilizer should not be applied within five (5) feet of the vegetated swale's edge. Fertilizer can encourage weed growth. Excessive nutrients from fertilizer are generally not needed for native prairie species and can encourage growth of weeds and invasive species.

4. Grant of License:

The Applicant shall allow Boone property access as required to monitor progress for the duration of the grant monitoring period. This work is scheduled to continue through February 2015, at which time this License shall expire. The Applicant will make any successors in title aware of this irrevocable grant of a license for access as contemplated herein through February 28, 2015.

5. The project financial responsibilities shall be shared between Boone and the Applicant. Following is a breakdown of the responsibilities by party: Boone shall cover the costs of the mobilization and earthwork, grass seed, erosion control mat, and initial plant material to install the vegetated swale, berms, and plants. Boone shall cover 50% of the maintenance costs involving plant material throughout the monitoring period. Boone shall provide oversight and labor as necessary to ensure compliance with project goals.

The Applicant shall provide labor for installation and maintenance of native plants. Any labor or materials to be counted shall be documented (via written record) with: the date and total time labor was used, printed name and signature of the person providing the labor and the quantity and price/quantity for each of the materials. Any reimbursement costs claimed by Applicant are to be supported by documentation from vendors, contractors, or other workers. Boone staff, or their representatives, must inspect the installations to ensure they are completed as planned before funds are disbursed.

Absent an additional written agreement with Boone County, the total payments from Boone County to the Applicant under this Agreement shall not exceed three hundred (\$300.00) dollars.

4. The vegetated swale, berms, and native plants shall be installed and planted in the spring of 2014 pending appropriate site conditions. Should spring 2014 installation be hindered, the stormwater feature will be installed as soon as practicality allows.

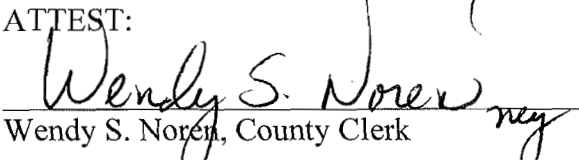
The Applicant understands that before receiving any funds it will be necessary to sign this agreement. The original will be kept on file with the Boone County Department of Resource Management; a copy will be provided to Applicant. This contract does not constitute a lien upon the Applicant's property or heirs or assignees.

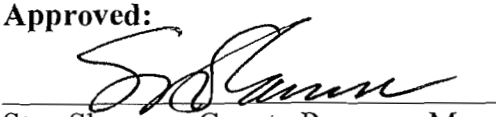
Signature Michael P. Watson Date 3-14-14
Michael P. Watson, Landowner

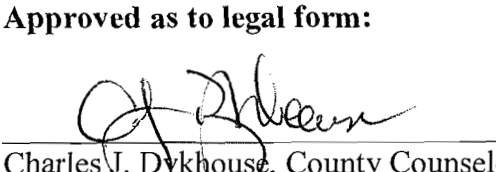
Signature Jana L. Watson Date 3-13-14
Jana L. Watson, Landowner

BOONE COUNTY
(By and through its County Commission):

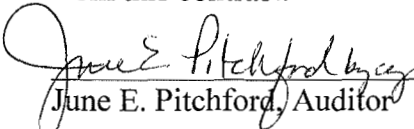
By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

Approved:

Stan Shawver, County Resource Management Director

Approved as to legal form:

Charles J. Dykhouse, County Counselor

Auditor 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 said appropriation sufficient to pay the costs arising from this contract.

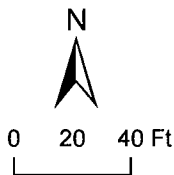
 3/3/14 2140-71100
June E. Pitchford, Auditor Date

Site Plan for Community Feature #1 at Sunrise Estates Boone County, Missouri



Boone County Resource Management

801 E. WALNUT ROOM 315
COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

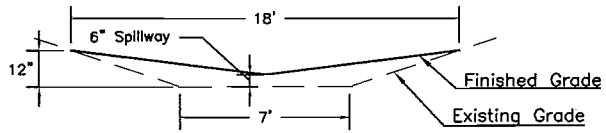
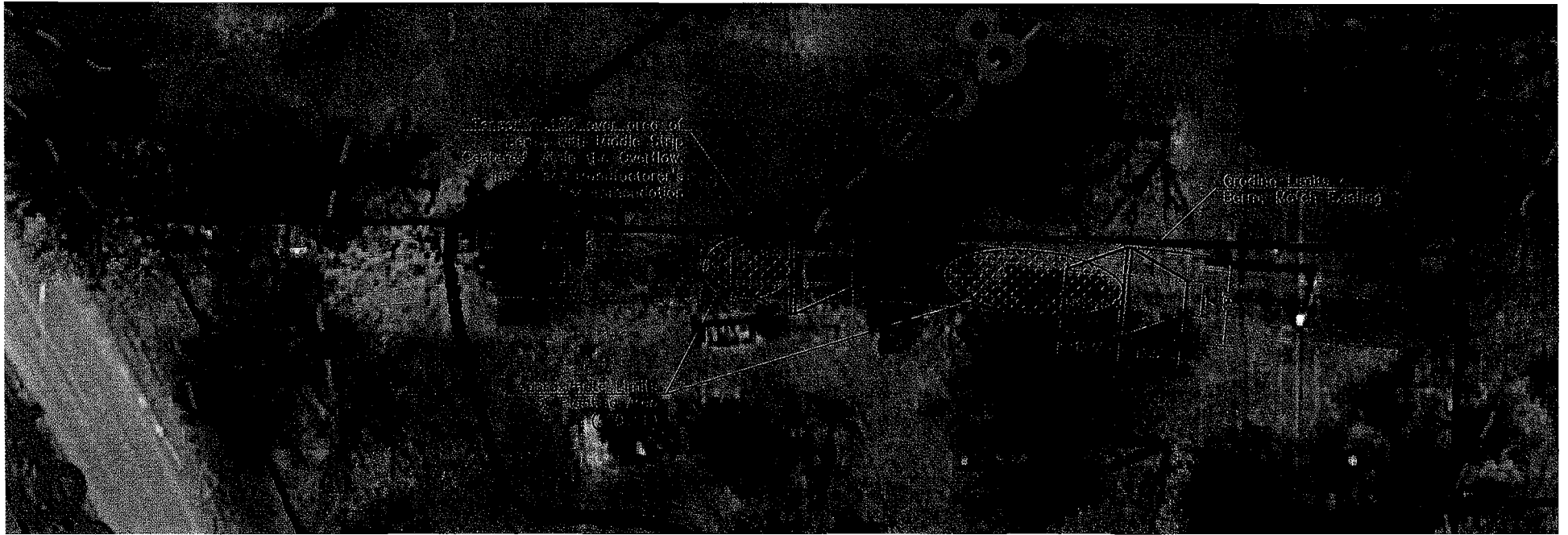


Date Created: February 25, 2014

GIS dataset disclaimer(s) viewable at:
www.showmeboone.com/GIS

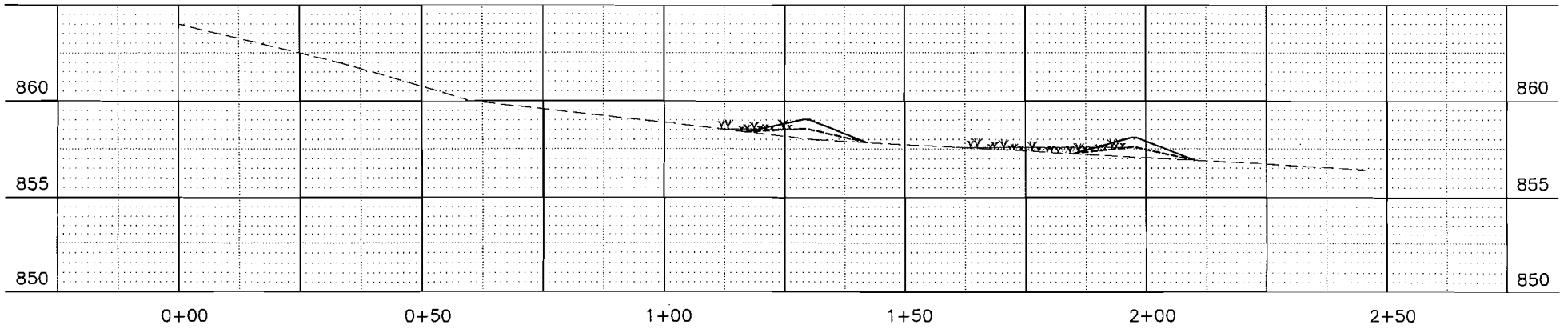
Data Sources:
2011 Orthophoto Source: Boone County Assessor
Road Centerline Line Source: Boone County/City of Columbia





OPTION 2 NOTES:

1. Install Erosion Control Blanket and Seed Berm Areas.
2. Controlled Overflow of Berms to Prevent Washout.
3. Plant Rain Garden Plants in Pools Upstream of Berms.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of

October

20

15

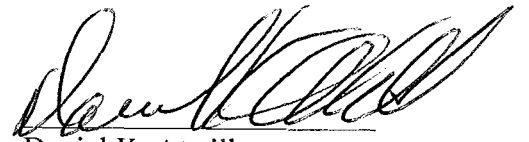
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Cost-Share Contract Cancellation and Release with Michael and Janna Watson entered on or about May 21, 2013.

Done this 13th day of October, 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

COST-SHARE CONTRACT CANCELLATION AND RELEASE

The County of Boone (Boone) and Applicants Michael Watson and Janna Watson entered into a Contract (Contract) on or about May 21, 2013 that provided for the parties to cooperate to build and maintain two rain gardens, with work to be completed in the Spring of 2013. That Contract was approved by Boone County Commission Order 234-2013. Copies of that Contract and Commission Order are attached to this document.

The parties now agree that, as the rain gardens have served their purpose and are no longer desired, they should be removed and the Contract should be cancelled.

Now, therefor, in consideration of the mutual releases in this document, the parties hereby agree as follows:

1. The Contract and any agreements between the parties regarding the Contract are hereby cancelled.

2. Each party releases the other from any and all obligations under that Contract, and confirms that none of the parties, have any further rights thereunder.

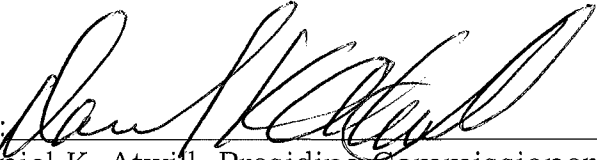
Signature Michael Watson
Michael Watson, Applicant

Date 7-4-15

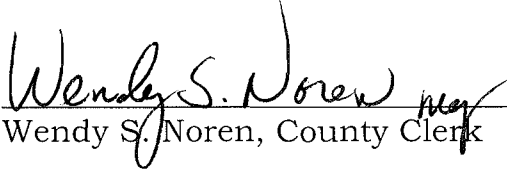
Signature Janna Watson
Janna Watson, Applicant

Date 7-4-15

BOONE COUNTY
(By and through its County Commission):

BY: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk


Approved:


Stan Shawver, County Resource Management Director

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

Auditor Acknowledgment:


June E. Pitchford, Auditor

10/8/15
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

21st

day of May

20 13

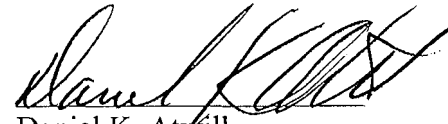
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Contract for Cost-Share between the County of Boone and Michael and Janna Watson for the installation and maintenance of two (2) rain gardens at 7420 E. Sunny Vale Drive for the purpose of measuring the impact of the rain gardens on stormwater runoff. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

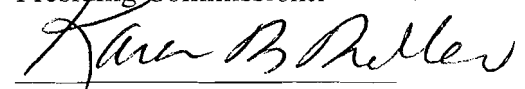
Done this 21st day of May, 2013

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

Contract for Cost-Share between County of Boone and Michael and Janna Watson

Applicant Name: Michael and Janna Watson

Applicant address: 7420 E. Sunny Vale Drive
Columbia, Missouri 65201

Best Management Practices (BMPs) to be installed: Two (2) rain gardens

Lifespan of practice: Five (5) years

The County of Boone (hereafter, 'Boone') and Michael and Janna Watson (hereafter, 'Applicant') agree to the following terms of the contract.

Description of Practices:

Installation and maintenance of two (2) rain gardens on the following property commonly known as 7420 E. Sunny Vale Drive, tract eleven (11) of Sunrise Estates Subdivision as shown on the plat recorded in Plat Book 7, Page 46, Records of Boone County, Missouri for the purpose of measuring the impact of the rain gardens on stormwater runoff.

The financial assistance provided is part of a cost-share project, with Boone providing labor and project oversight, 100% of the cost of the installation materials and 50% cost of the maintenance materials. The Applicant will provide labor to install and maintain the rain gardens, and 50% cost of the maintenance materials. The specific items in this conservation practice that are eligible for cost-share are: soil, mulch and erosion control materials, native plants, labor and equipment for installing the rain gardens.

It is understood and agreed that the following conditions shall apply:

1. Installation: The rain gardens will be installed according to guidelines provided by Boone.
2. Inspection: The rain gardens may periodically require maintenance in the form of watering, weeding and plant and mulch replacement. Applicant or her/his designee should inspect the project biweekly and after every rain event. Any observed anomalies such as extended length of ponded water, deer herbivory, rodent activity etc. shall be reported to Boone within 48 hours of observation. Boone shall have the right to inspect and require maintenance as necessary. Needed maintenance should be made as soon as practically possible.
3. Maintenance: The installed rain garden(s) shall be properly maintained for five (5) years by Applicant or her/his designee.
 - The rain garden(s) shall be kept reasonably free of exotic weedy vegetation that may threaten the survival of the native plants that are planted as part of this cost-share contract for five (5) years following its establishment.

- The rain garden(s) shall remain as intended (see attached plans) until five (5) years from signing of the contract by all parties. They shall not be removed, altered, or modified so as to lessen their effectiveness or the purpose for which they were installed, without the consent of Boone. This requirement also applies should the property change ownership during the five (5) year period.
- The native vegetation in the rain garden(s) shall be watered weekly for the first three (3) months after the initial planting to allow for root establishment. Should drought conditions occur, watering should be increased to twice a week to ensure the vigor of the plant material throughout the dry period. Watering plants shall be required for the first two (2) years.
- Any replacement vegetation or mulch required to maintain the effectiveness of the purpose for which they were installed will be 50/50 cost-shared between Boone and the Applicant.
- Each Spring, mow and remove dead vegetation to stimulate new growth.
- Fertilizer should not be applied within five (5) feet of the rain garden edge. Fertilizer can encourage weed growth. Excessive nutrients from fertilizer are generally not needed for native prairie species and can encourage growth of weeds and invasive species.

4. Monitoring and Grant of License:

The Applicant shall allow Boone property access as required to install and maintain rain garden monitoring equipment for the duration of the grant monitoring period. This work is scheduled to continue through April 30, 2015, at which time this License shall expire. Post-installation, the applicant shall allow Boone weekly access to download monitoring data and document site conditions. The Applicant will not tamper with the monitoring equipment in order to allow for accurate data collection. The Applicant will make any successors in title aware of this irrevocable grant of a license for access as contemplated herein through April 30, 2015.

5. The project financial responsibilities shall be shared between Boone and the Applicant. Following is a breakdown of the responsibilities by party: Boone shall cover the costs of the amended soil mixtures, mulch, erosion control, and initial plant material to install the rain gardens. Boone shall cover 50% of the maintenance costs involving plant material and mulch throughout the monitoring period. Boone shall provide oversight and labor as necessary to ensure compliance with project goals.

Applicant will provide the equipment and labor to excavate and install the rain gardens. Boone shall reimburse the Applicant up to \$350 for equipment rental for excavation. The Applicant shall provide labor for installation and maintenance of rain gardens. Applicant must provide documentation detailing contribution before she/he will be reimbursed by Boone. Any labor or materials to be counted shall be documented (via written record) with: the date and total time labor was used, printed name and signature of the person providing the labor and the quantity and price/quantity for each of the materials. Any reimbursement costs claimed by Applicant are to be supported by documentation from vendors, contractors, or other workers. Boone staff, or their representatives, must inspect the installations to ensure they are completed as planned before funds are disbursed.

Absent an additional written agreement with Boone, the total payments from Boone to the Applicant under this Agreement shall not exceed six hundred (\$600.00) dollars.

4. The rain garden(s) shall be installed and planted in the Spring of 2013.

The Applicant understands that before receiving any funds it will be necessary to sign this agreement. The original will be kept on file with the Boone County Department of Resource Management; a copy will be provided to Applicant. This contract does not constitute a lien upon the Applicant's property or heirs or assignees.

Signature Michael P. Watson Date 5-7-13
Michael P. Watson, Landowner

Signature Janna L. Watson Date 5-7-13
Janna L. Watson, Landowner

BOONE COUNTY
(By and through its County Commission):

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk *my*

Approved:



Stan Shawver, County Resource Management Director

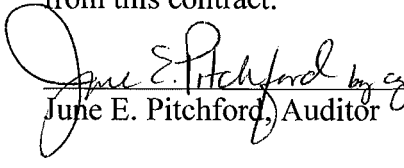
Approved as to legal form:



Charles J. Dykhouse, County Counselor

Auditor Certification:

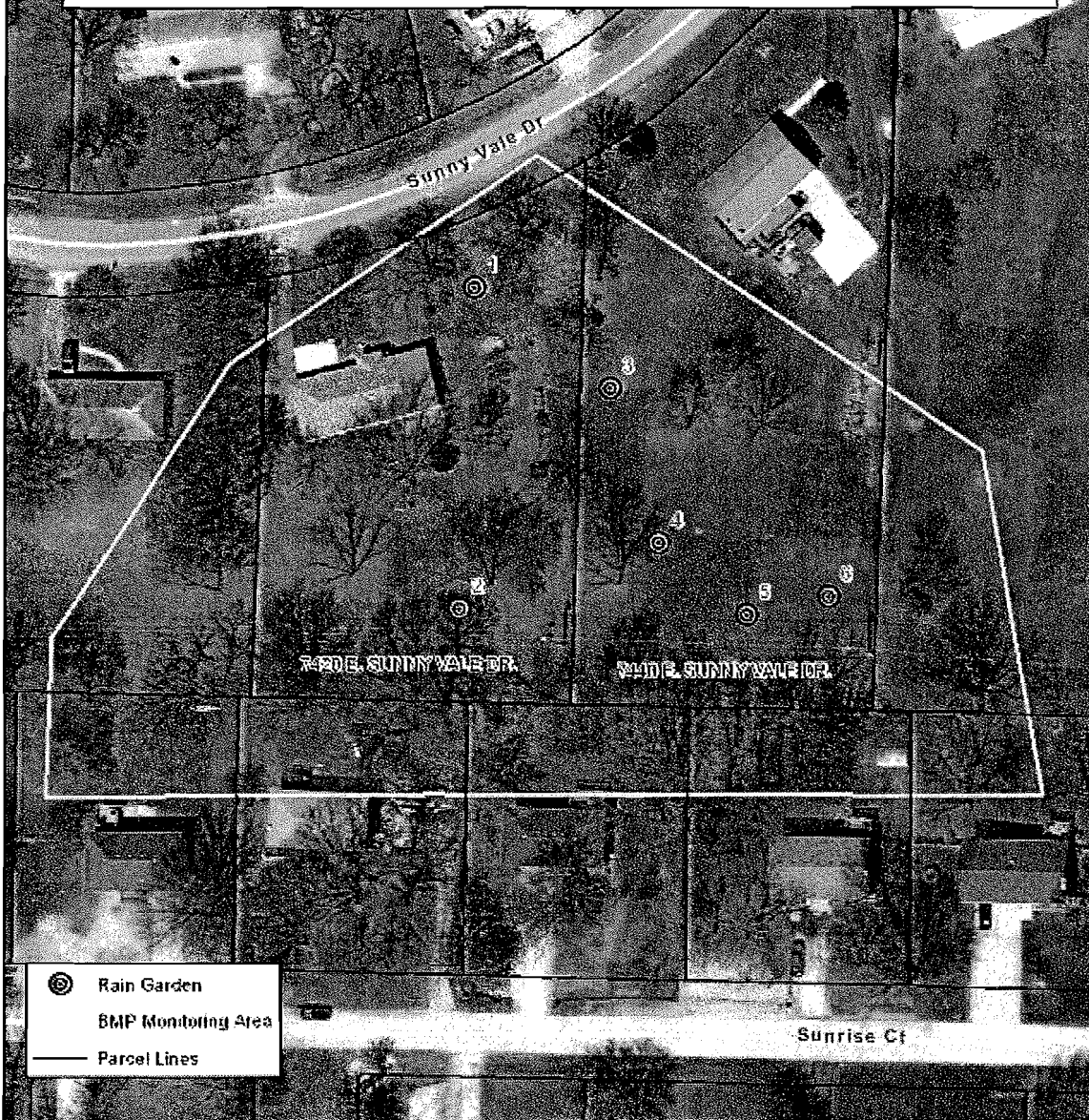
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.



June E. Pitchford, Auditor

3/14/13
Date
2040 - 71100

Site Plan for Rain Garden Monitoring at Sunrise Estates Boone County, Missouri



-  Rain Garden
-  BMP Monitoring Area
-  Parcel Lines



**Boone County
Resource Management**
 810 WALNUTCROOK BLVD
 COLUMBIA, MO 65204-7729
 (573) 885-4180 FAX (573) 885-4200



0 20 40 FT

File Created: April 11, 2017
 GIS Data and Maps Available at:
www.boonecountymissouri.com/219

File Source:
 2011 Delmar, Sunrise Estates, Boone County Assessor
 Parcel Line Shapefile. Boone County GIS of 1st and 2nd
 Parcel Information. Boone County Assessor



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

13th

day of October

20 15

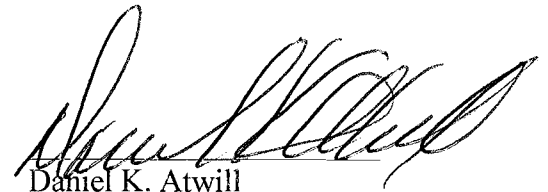
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Cost-Share Contract Cancellation and Release with Douglas and Deanna Phillips entered on or about March 14, 2014.

Done this 13th day of October, 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

COST-SHARE CONTRACT CANCELLATION AND RELEASE

The County of Boone (Boone) and Applicants Douglas Phillips and Deanna Phillips entered into a Contract (Contract) on or about March 14, 2014 that provided for the parties to cooperate in the building and maintenance of a Vegetated Drainage Swale, with work to be completed by February 28, 2015. That Contract was approved by Boone County Commission Order 105-2014. Copies of that Contract and Commission Order are attached to this document.

The work was not completed by that date due to inclement weather, and the time period the Contract provided for the work to be completed, and during which Applicants granted Boone a property access license to monitor the work, has now expired. So, the parties agree that the Contract should be cancelled.

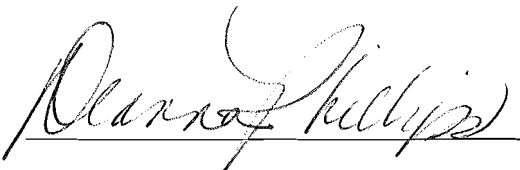
Now, therefor, in consideration of the mutual releases in this document, the parties hereby agree as follows:

1. The Contract and any agreements between the parties regarding the Contract are hereby cancelled.

2. Each party releases the other from any and all obligations under that Contract, and confirms that none of the parties, have any further rights thereunder.

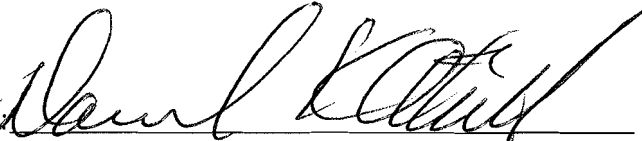
Signature 
Douglas Phillips, Applicant

Date 7/7/15

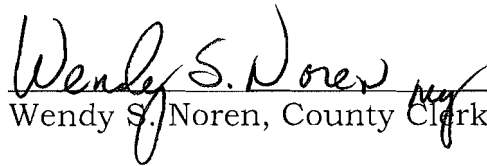
Signature 
Deanna Phillips, Applicant

Date 7/7/15

BOONE COUNTY
(By and through its County Commission):


BY: _____
Daniel K. Atwill, Presiding Commissioner

ATTEST:



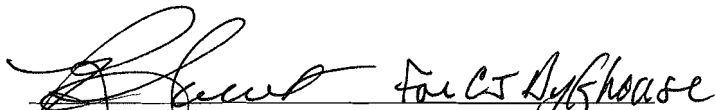
Wendy S. Noren, County Clerk

Approved:



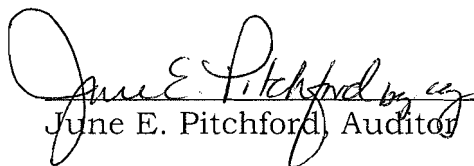
Stan Shawver, County Resource Management Director

Approved as to legal form:



C.J. Dykhouse, Boone County Counselor

Auditor Acknowledgment:



June E. Pitchford, Auditor

10/8/15

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the 13th day of March 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Cost-Share Agreement between the County of Boone and Douglas and Deanna Phillips located at 7440 E. Sunny Vale Drive for installation of a Vegetated Drainage Swale, Seeded Berms and Native Plants.

The terms of this Cost-Share Agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

Done this 13th day of March, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

Contract for Cost-Share between County of Boone and Douglas and Deanna Phillips

Applicant Name: Douglas and Deanna Phillips

Applicant address: 7440 E. Sunny Vale Drive

Best Management Practices (BMPs) to be installed: Vegetated Drainage Swale, Seeded Berms, Native Plants

Lifespan of practice: Five (5) years

The County of Boone (hereafter, 'Boone') and Douglas and Deanna Phillips (hereafter, 'Applicant') agree to the following terms of the contract.

Description of Practices:

Installation and maintenance of one vegetated drainage swale, two seeded berms, and native plants on the following property commonly known as 7440 E. Sunny Vale Drive, tract twelve (12) of Sunrise Estates Subdivision as shown by the plat recorded in Plat Book 7, Page 46, Records of Boone County, Missouri for the purpose of slowing down stormwater flows and increasing infiltration in a subcatchment of Sunrise Estates.

The financial assistance provided is part of a cost-share project, with Boone providing labor and project oversight, 100% of the cost of the installation materials and 50% cost of the maintenance materials. The Applicant will provide labor to maintain the swale, berms, and native plants, and 50% cost of the maintenance materials if required. The specific item in this conservation practice that is eligible for cost-share is native plants.

It is understood and agreed that the following conditions shall apply:

1. Installation: The vegetated swale, berms, and native plants will be installed under the direction of and in accordance with the design plans provided by Boone. Boone shall provide the earthwork, seed and plant material necessary to install the stormwater feature. Applicant assistance in planting the native vegetation is welcome, but not required.
2. Inspection: The vegetated swale, berms, and native plants will periodically require maintenance in the form of watering, weeding and plant replacement. Applicant or her/his designee should inspect the project biweekly and after every rain event. Any observed anomalies such as extended length of ponded water, deer herbivory, rodent activity etc. shall be reported to Boone within 48 hours of observation. Boone shall have the right to inspect and require maintenance as necessary. Needed maintenance should be made as soon as practically possible.
3. Maintenance: The installed vegetated swale, berms, and native plants shall be properly maintained for five (5) years by Applicant or her/his designee.

- The vegetated swale, berms, and native plants shall be kept reasonably free of exotic weedy vegetation that may threaten the survival of the native plants that are planted as part of this cost-share contract for five (5) years following its establishment.
- The vegetated swale, berms, and native plants shall remain as intended (see attached plans) until five (5) years from signing of the contract by all parties. They shall not be removed, altered, or modified so as to lessen their effectiveness or the purpose for which they were installed, without the consent of Boone. This requirement also applies should the property change ownership during the five (5) year period.
- The native vegetation in the vegetated swale shall be watered weekly for the first three months after the initial planting to allow for root establishment. Should drought conditions occur, watering should be increased to twice a week to ensure the vigor of the plant material throughout the dry period. Watering plants shall be required for the first two years.
- Any replacement vegetation required to maintain the effectiveness of the purpose for which they were installed will be 50/50 cost-shared between Boone and the Applicant.
- Each Spring, mow and remove dead vegetation to stimulate new growth.
- Fertilizer should not be applied within five (5) feet of the vegetated swale's edge. Fertilizer can encourage weed growth. Excessive nutrients from fertilizer are generally not needed for native prairie species and can encourage growth of weeds and invasive species.

4. Grant of License:

The Applicant shall allow Boone property access as required to monitor progress for the duration of the grant monitoring period. This work is scheduled to continue through February 2015, at which time this License shall expire. The Applicant will make any successors in title aware of this irrevocable grant of a license for access as contemplated herein through February 28, 2015.

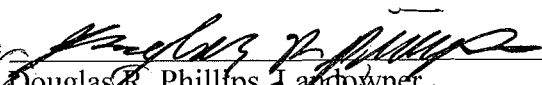
5. The project financial responsibilities shall be shared between Boone and the Applicant. Following is a breakdown of the responsibilities by party: Boone shall cover the costs of the mobilization and earthwork, grass seed, erosion control mat, and initial plant material to install the vegetated swale, berms, and plants. Boone shall cover 50% of the maintenance costs involving plant material throughout the monitoring period. Boone shall provide oversight and labor as necessary to ensure compliance with project goals.

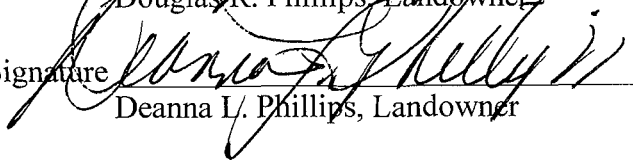
The Applicant shall provide labor for installation and maintenance of native plants. Any labor or materials to be counted shall be documented (via written record) with: the date and total time labor was used, printed name and signature of the person providing the labor and the quantity and price/quantity for each of the materials. Any reimbursement costs claimed by Applicant are to be supported by documentation from vendors, contractors, or other workers. Boone staff, or their representatives, must inspect the installations to ensure they are completed as planned before funds are disbursed.

Absent an additional written agreement with Boone County, the total payments from Boone County to the Applicant under this Agreement shall not exceed three hundred (\$300.00) dollars.

4. The vegetated swale, berms, and native plants shall be installed and planted in the spring of 2014 pending appropriate site conditions. Should spring 2014 installation be hindered, the stormwater feature will be installed as soon as practicality allows.

The Applicant understands that before receiving any funds it will be necessary to sign this agreement. The original will be kept on file with the Boone County Department of Resource Management; a copy will be provided to Applicant. This contract does not constitute a lien upon the Applicant's property or heirs or assignees.

Signature  Date 3/14/14
Douglas R. Phillips, Landowner

Signature  Date 3/14/14
Deanna L. Phillips, Landowner

**BOONE COUNTY
(By and through its County Commission):**

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

Approved:



Stan Shawver, County Resource Management Director

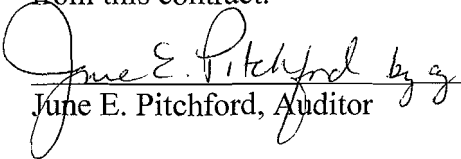
Approved as to legal form:



Charles J. Dykhouse, County Counselor

Auditor 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 said
appropriation sufficient to pay the costs arising
from this contract.




June E. Pitchford, Auditor 3/3/14 2140-71102
Date

Site Plan for Community Feature #1 at Sunrise Estates Boone County, Missouri



Legend

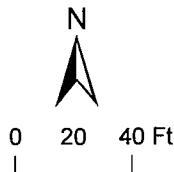
 Parcels

 Proposed Stormwater Community Feature



Boone County Resource Management

801 E. WALNUT ROOM 315
COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

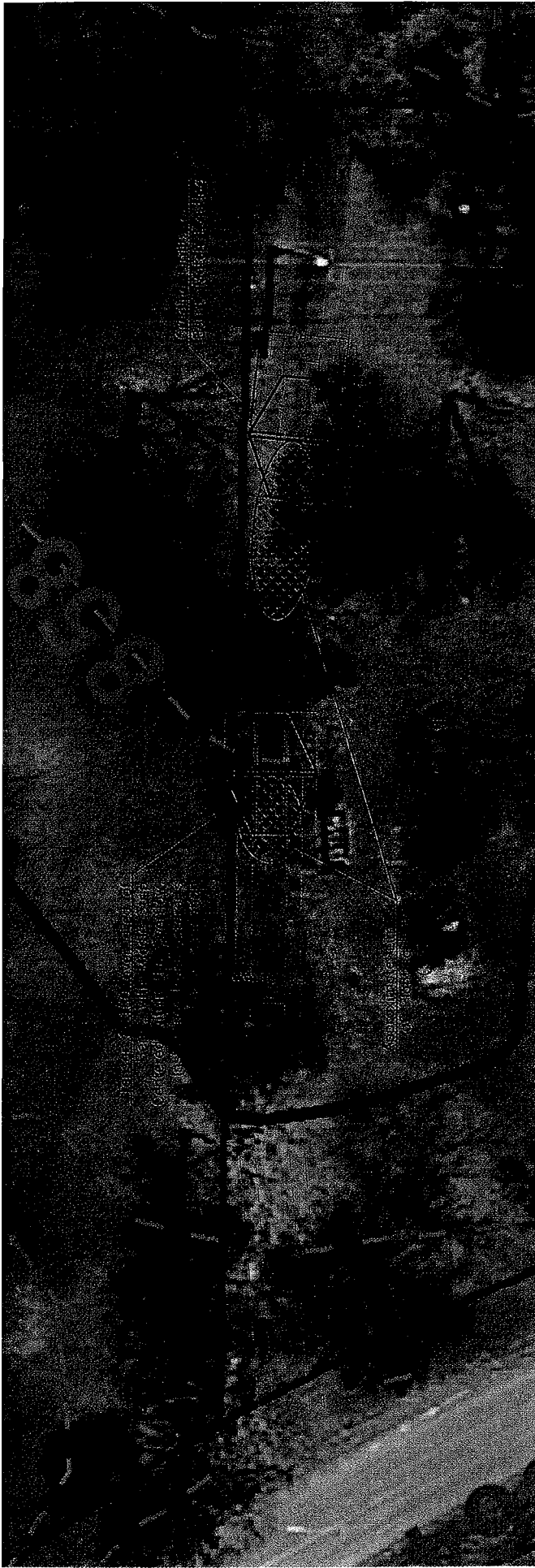


Date Created: February 25, 2014

GIS dataset disclaimer(s) viewable at:
www.showmeboone.com/GIS

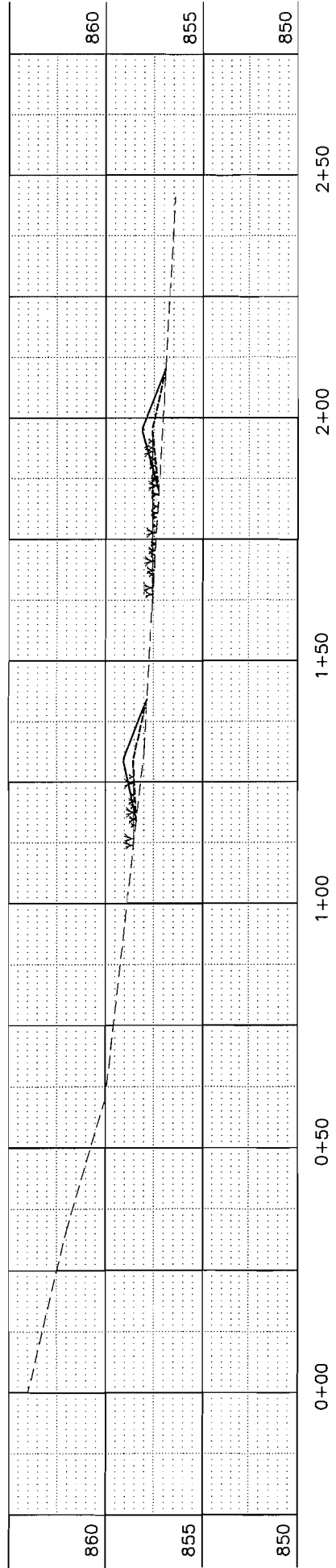
Data Sources:
2011 Orthophoto Source: Boone County Assessor
Road Centerline Line Source: Boone County/City of Columbia





OPTION 2 NOTES:

1. Install Erosion Control Blanket and Seed Berm Areas.
2. Controlled Overflow of Berms to Prevent Washout.
3. Plant Rain Garden Plants in Pools Upstream of Berms.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of October

20 15

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

Now on this day the County Commission of the County of Boone does hereby accept and approve the attached Road Improvement Agreement between Boone County and the City of Columbia regarding the Scott Boulevard phase III Project.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Road Improvement Agreement.

Done this 13th day of October, 2015.

ATTEST:

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

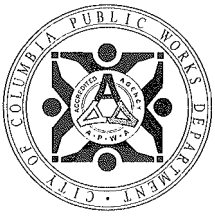


Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

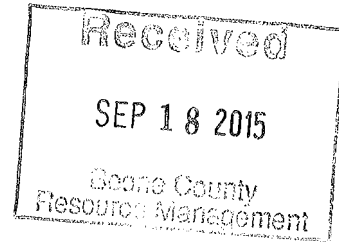


CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

September 14, 2015

Mr. Stan Shawver, Director
Boone County Resource Management
Boone County Government Center
801 E. Walnut Street, Room 315
Columbia, MO 65201



RE: *Road Improvement Agreement for Scott Boulevard Phase III Project*

Please find enclosed two original Road Improvement agreements relating to the Scott Boulevard Phase III project, and a copy of City Ordinance 022565 authorizing the execution of this agreement. Once County officials have executed the agreements, please return one fully executed original agreement to my attention.

If you have any questions concerning this agreement, please contact me at (573) 874-7255.

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in cursive script that reads "Kim McCulloch".

Kim McCulloch
Assistant to the Public Works Director

c: David Nichols, P.E., Assistant Public Works Director

Enclosures

022565

022565
Ordinance No. 022565

Introduced by McDavid

First Reading 8-17-15

Second Reading 9-8-15

Ordinance No. 022565

Council Bill No. B 243-15

AN ORDINANCE

authorizing a road improvement agreement with Boone County, Missouri relating to the Scott Boulevard Phase III project; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a road improvement agreement with Boone County, Missouri relating to the Scott Boulevard Phase III project. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The sum of \$500,000.00 is hereby appropriated from Account No. 440-0000-463.10-00, C00274 to Account No. 440-8800-528.49-90, C00274.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 08 day of September, 2015.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 440-0000-463.10-00, C00274 to cover the above appropriation.

[Signature]
Director of Finance

ROAD IMPROVEMENT AGREEMENT
Scott Boulevard Phase III Project

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri, herein “Boone County” and the **City of Columbia**, a political subdivision of the State of Missouri, herein “City”.

WHEREAS, County and City desire to cooperate with each other on the improvement of certain roadways over which both County and City have certain maintenance obligations; and

WHEREAS, the parties had previously entered into agreements relating to the development for Waco Road (one agreement approved in Commission Order 19-2009 and another agreement approved in Commission Order 172-2010) which were terminated on December 2, 2014, without payment due to the project not being undertaken; and

WHEREAS, the parties have an agreement relating to the completion of the Rustic Road Bridge project (approved in Commission Order 66-2013) which contemplated the parties cost-sharing on that project along with the Missouri Department of Transportation (in an agreement approved in Commission Order 450-2012); and

WHEREAS, cost-sharing on the Rustic Road Bridge project exceeded the original, anticipated contribution from the City of \$75,000, and County has applied funds from the cancelled Waco Road contracts to the City’s cost-share contributions to the Rustic Road Bridge project; and

WHEREAS, there remains \$500,000 of funds available for a mutually beneficial, public road project; and

489-2015

WHEREAS, the Scott Boulevard Phase III Project has been determined by the parties to be such a mutually beneficial project; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with work to be done on for the Scott Blvd. Phase III Project, a project located generally on Scott Blvd. from Vawter School Road to Route KK and generally described in the attached Exhibit.
2. PAYMENT BY COUNTY TO CITY: Within thirty (30) days of execution of this Agreement by all parties, County will pay to the City the sum of Five Hundred Thousand Dollars (\$500,000.00) for use on this project.
3. WORK CONTEMPLATED: City will design and construct the project at City's expense, with an expected completion date in 2017. After the road improvement project is completed and the work is accepted by the City, the improved road shall become part of the City street system and City shall be solely responsible for maintenance of the improved road.
4. RECOGNITION AS JOINT PROJECT: City will recognize the project as a jointly funded, City-County project in signage and publicity.

489-2015

5. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by City of Columbia this 11th day of September, 2015.


Executed by Boone County this 13th day of October, 2015.

CITY OF COLUMBIA



Mike Matthes, City Manager

BOONE COUNTY



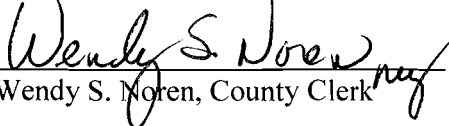
Daniel K. Atwill, Presiding Comm.

ATTEST:



Sheela Amin, City Clerk

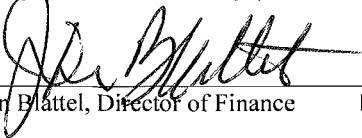
ATTEST:



Wendy S. Noren, County Clerk

Director of Finance Certification:

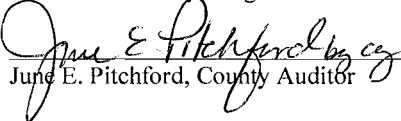
I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.



John Blattel, Director of Finance Date


Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)



June E. Pitchford, County Auditor Date
2015-10-13

APPROVED AS TO FORM:

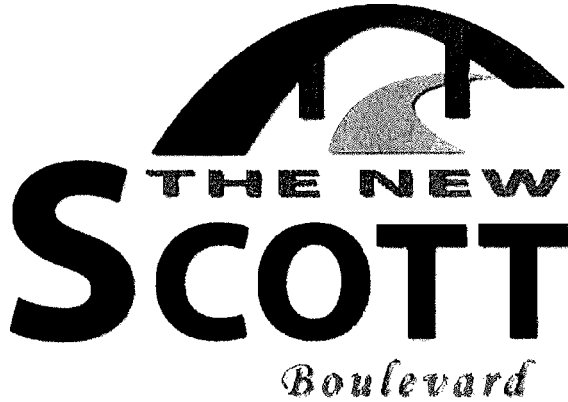


Nancy Thompson, City Attorney

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor



PHASE III
CONSTRUCTION SCHEDULED
TO BEGIN

2016

SCOTTBY.COM

PROJECT FACTS - PHASE III

PROJECT LOCATION - SCOTT BLVD FROM VAWTER SCHOOL ROAD TO ROUTE KK

PROJECTED PROJECT COST - \$10,950,000

PROJECT FUNDING SOURCE(S):

- 2005 VOTER APPROVED 1/4 CENT CAPITAL IMPROVEMENT SALES TAX
- BOONE COUNTY ROAD TAX

ROADWAY DESIGN - CITY OF COLUMBIA PUBLIC WORKS ENGINEERING

SPAN CONSULTANT - BURNS AND McDONNELL

CONSTRUCTION START DATE (CURRENTLY) - 2016

CONSTRUCTION END DATE (CURRENTLY) - 2017

CONTRACTOR - PENDING BID AWARD

COUNCIL WARD - 5

PROJECT HIGHLIGHTS:

- NEW SPAN ON SCOTT BLVD AT MILL CREEK
- FOUR MILES OF NEW CONNECTED SIDEWALKS
- DESIGNED FOR FUTURE 5 LANE EXPANSION
- IMPROVED TRAFFIC SAFETY AND FLOW
- WORKING WITH COLUMBIA PUBLIC SCHOOLS ON CONSTRUCTION SCHEDULE
- CONTINUATION OF THE SCOTT BLVD CORRIDOR IMPROVEMENTS FROM STATE ROUTE E TO STATE ROUTE K

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

13th day of October 20 15


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

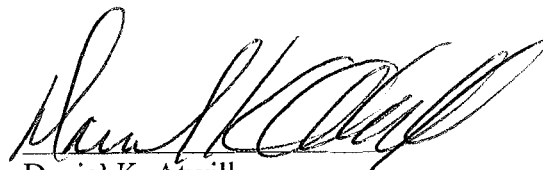
Now on this day the County Commission of the County of Boone does hereby accept the attached Adult Drug Court Discretionary Grant award on behalf of the 13th Judicial Circuit Court from the Department of Justice.

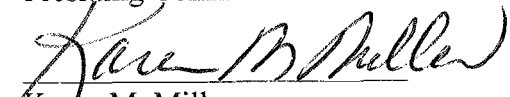
It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.


Done this 13th day of October, 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



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 30, 2015

Mr. Daniel Atwill
13th Judicial Circuit Court
705 East Walnut Street
Columbia, MO 65201-4487

Dear Mr. Atwill:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Adult Drug Court Discretionary Grant Program: Enhancement in the amount of \$199,989 for 13th Judicial Circuit Court.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Mark Kline, Program Manager at (202) 514-9537; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 30, 2015

Mr. Daniel Atwill
13th Judicial Circuit Court
705 East Walnut Street
Columbia, MO 65201-4487

Dear Mr. Atwill:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) 13th Judicial Circuit Court 705 East Walnut Street Columbia, MO 65201-4487		4. AWARD NUMBER: 2015-VV-BX-0064	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017	
2a. GRANTEE IRS/VENDOR NO. 436000351		6. AWARD DATE 09/30/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 073755977		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2015 Drug Court Expansion Services		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 199,989	
		11. TOTAL AWARD \$ 199,989	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Veterans' Treatment Courts) Pub. L. No. 113-235, 128 Stat 2130, 2194			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Atwill Court Administrator	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Daniel Atwill</i> 19A. DATE 10-13-15	
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VC 80 00 00 199989		21. PVCUGT1511	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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19. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-VV-BX-0064 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
20. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
21. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
22. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
23. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
24. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.



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25. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
26. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
27. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
28. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
29. Recipient agrees to submit an evaluation plan and/or management information system (MIS) plan for review and approval within 180 days from the date of acceptance of this award. The recipient agrees to submit finalized evaluation report(s) to the Bureau of Justice Assistance prior to the end of the grant period.
30. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
31. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.



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32. The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient obtains active registration with the System for Award Management (SAM) database, (2) the recipient notifies the program office in writing of its registration, and (3) a Grant Adjustment Notice (GAN) is issued removing this special condition.
33. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
34. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.
35. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for 13th Judicial Circuit Court

The purpose of the Adult Drug Court Discretionary Grant Program is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2015-VV-BX-0064

PAGE 1 OF 1

This project is supported under FY15(BJA - Veterans' Treatment Courts) Pub. L. No. 113-235, 128 Stat 2130, 2194

1. STAFF CONTACT (Name & telephone number)

Mark Kline
(202) 514-9537

2. PROJECT DIRECTOR (Name, address & telephone number)

Mary Epping
Court Administrator
Boone County Courthouse
705 E. Walnut St.
Columbia, MO 65201
(573) 886-4058

3a. TITLE OF THE PROGRAM

BJA FY 15 Adult Drug Court Discretionary Grant Program: Enhancement

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

2015 Drug Court Expansion Services

5. NAME & ADDRESS OF GRANTEE

13th Judicial Circuit Court
705 East Walnut Street
Columbia, MO 65201-4487

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 199,989

10. DATE OF AWARD

09/30/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purposes of the Adult Drug Court Discretionary Grant Program (42 U.S.C. 3797u et seq.) are to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug treatment courts that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over nonviolent, substance-abusing offenders. The FY 2015 Adult Drug Court Discretionary Grant Program will provide grant funds to jurisdictions to implement or enhance a local drug court or to implement, enhance, or expand drug court services statewide.

The grant recipient will use the grant funds to: establish new services for target populations not currently being served; enhance existing court operations; expand court services and improve the quality and/or intensity of offender services such as healthcare including mental health services; educational, vocational, and job training; and job and housing placement assistance, childcare, and/or other family support services for each adult participant who requires such services.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 13th day of October 20 15

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

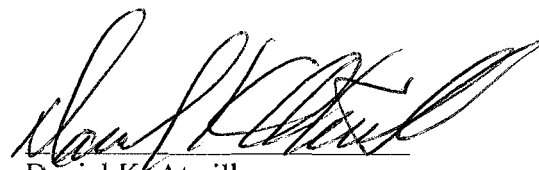
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers and Courthouse Plaza by Air Force ROTC for Veterans Day Vigil on November 8, 2015 and November 9, 2015 as follows:

Chambers: November 8, 2015 beginning at 4:00 p.m. and ending November 9, 2015 at 1:00 p.m.
Plaza: November 8, 2015 beginning 10:30 a.m. and ending November 9, 2015 at 1:00 p.m.

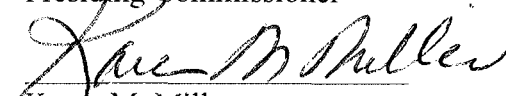
Done this 13th day of October, 2015.

ATTEST:

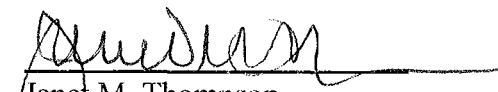
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County 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: Air Force ROTC

Address: 217 Crowder Hall

City: Columbia State: MO ZIP Code 65201

Phone: 910 728 6810 Website: airforce.missouri.edu

Individual Requesting Use: Laura Walker Position in Organization: Special Projects

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Veterans Day Vigil

Description of Use (ex. Speaker, meeting, reception): restrooms/meetings

Date(s) of Use: 8 November 2015 - 9 November 2015

Start Time of Setup: 11/8 1600 (4PM) AM/PM Start Time of Event: 1700 AM/PM

End Time of Event: 1200 AM/PM End Time of Cleanup: 1300 (1PM) 11/9 AM/PM

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

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

Organization Representative/Title: Air Force ROTC

Phone Number: 910 728 6810 Date of Application: 9/17/15

Email Address: lawxc4@mail.missouri.edu

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Dorew ney
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 10-13-15



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Air Force ROTC

Address: 217 Crowder Hall

City: Columbia State: MO ZIP Code 65201

Phone: 573-882-7621 Website: airforce.missouri.edu

U 910-728-6810
Individual Requesting Use: Laura Walker

Position in Organization: Special Projects Staff Commander

Address: 920 Cherry St, Apt 103

City: Columbia State: MO ZIP Code 65201

Phone: 910-728-6810 Email: lawxc4@mail.missouri.edu

Event: Veterans Day Parade and Vigil

Description of Use (ex. Concert, speaker, 5K): Vigil/Opening/Closing Ceremony

Date(s) of Use: November 7 - November 8, 2015

Start Time of Setup: 10:30am, Nov 7 and 10:00am Nov 8 AM/PM

Start Time of Event: 11:11am, Nov 7 AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 12:00pm, Nov 8 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 1:00pm, Nov 8 AM/PM

Emergency Contact During Event: Capt. Raymond Primmer Phone: 406-899-1448

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters:

posters, flyers, facebook, TV, email

How many attendees (including volunteers) do you anticipate being at your event? 200

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

In the event of a rainstorm, the parade will be canceled and the ceremony will be moved to Nursing S255. During the event of a fire, all ROTC members, parade participants, and bystanders will evacuate the area and the fire department will be called.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

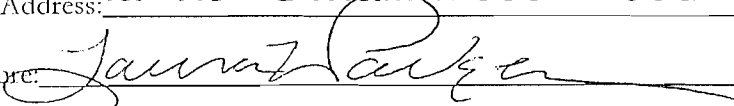
1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Air Force ROTC

Address: 217 Crowder Hall, Columbia MO

Phone Number: 573-882-7621 Date of Application: 9/15/15

Email Address: lawxc4@mail.missouri.edu

Signature: 

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@boonecountymmo.org.

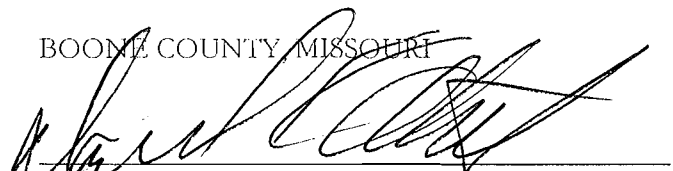
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ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 10-13-15