

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of

November

20

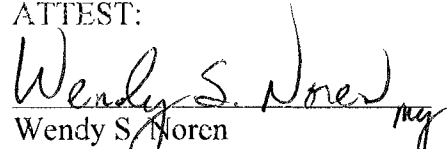
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the following, among other proceedings, were had, viz:

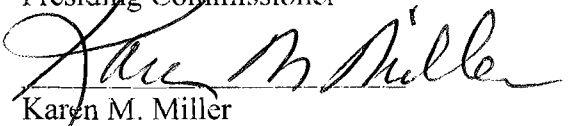
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 539 N. Crater Lake Drive, parcel #17-220-10-01-058.00 01.


Done this 3rd day of November, 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

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

In Re: Nuisance Abatement	)	November Session
539 N. Crater Lake Drive	)	October Adjourned
Columbia, MO 65202	)	Term 2015
	)	Commission Order No. <u>516-2015</u>

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

**NOW** on this 3<sup>rd</sup> day of November 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 539 N. Crater Lake Drive, a/k/a parcel# 17-220-10-01-058.00 01, Section 10, Township 48, Range 12 as shown in deed book 3220 page 0016, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18<sup>th</sup> day of September to the lien holder and the 30<sup>th</sup> 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.

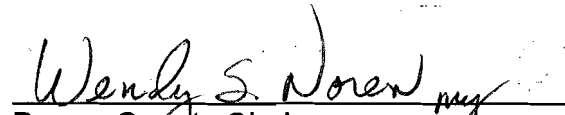
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment 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:

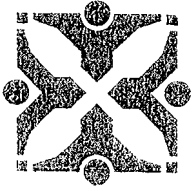
  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 10/19/15 @ ~ 10:50 am  
539 N. Crater Lake Drive

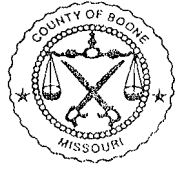


Robert W. Bratton II and Becky A. Bratton  
539 N. Crater Lake Drive  
Health Department nuisance notice - timeline

- 09/08/15: citizen complaint received
- 09/11/15: initial inspection conducted
- 09/14/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested – owner never signed for notice
- 09/18/15: lien holder signed for notice
- 09/30/15: notice of violation to owner posted in newspaper
- 10/19/15: reinspection conducted – photographs taken at ~ 10:50 am
- 10/19/15: 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 W. Bratton II and Becky A. Bratton  
539 N. Crater Lake  
Columbia, MO 65201

An inspection of the property you own located at 539 N. Crater Lake Drive (parcel # 17-220-10-01-058.00 01) was conducted on September 11, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 3, 2015 at 9:30 a.m. in the County Commission Offices 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 19<sup>th</sup> day of October 2015 by mn



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

GMAC Bank  
1100 Virginia Drive  
Fort Washington, PA 19034

An inspection of the property you hold a lien on located at 539 N. Crater Lake Drive (parcel # 17-220-10-01-058.00 01) was conducted on September 11, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

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Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 19th day of October 2015 by MA

File Edit Commands Help  
6428 PUBLIC SECTION  
NavLine

6428  
 Events  
 Email log  
 Reminders  
 Non-requests

**Call Information**  
Call ID: 6428 Status: Open Entity: City of Columbia  
Description: 539 Crater Lake Dr.  
Comments  
fall grass and weeds. Cheryl 529 0532

**Call Details**  
Call type: CE-County Nuisance  
Entry date/time: 09/08/2015 08:13:18  
Entry user ID: Miles, Michelle H Health  
Origin:  
Work group: Environmental Health

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

**Call Assignment/Notification**  
Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Wellema, Kristine - Health B

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

Print  
Cancel  
Exit  
Refresh  
Toggle Inform...  
Contact Inquiry

9-11: weeds



**AFFIDAVIT OF PUBLICATION**

STATE OF MISSOURI ) ss.  
County of Boone )

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

- 1st Insertion \_\_\_\_\_ September 30, 2015
- 2nd Insertion \_\_\_\_\_
- 3rd Insertion \_\_\_\_\_
- 4th Insertion \_\_\_\_\_
- 5th Insertion \_\_\_\_\_
- 6th Insertion \_\_\_\_\_
- 7th Insertion \_\_\_\_\_
- 8th Insertion \_\_\_\_\_
- 9th Insertion \_\_\_\_\_
- 10th Insertion \_\_\_\_\_
- 11th Insertion \_\_\_\_\_
- 12th Insertion \_\_\_\_\_
- 13th Insertion \_\_\_\_\_
- 14th Insertion \_\_\_\_\_
- 15th Insertion \_\_\_\_\_
- 16th Insertion \_\_\_\_\_
- 17th Insertion \_\_\_\_\_
- 18th Insertion \_\_\_\_\_
- 19th Insertion \_\_\_\_\_
- 20th Insertion: \_\_\_\_\_
- 21st Insertion: \_\_\_\_\_
- 22nd Insertion: \_\_\_\_\_

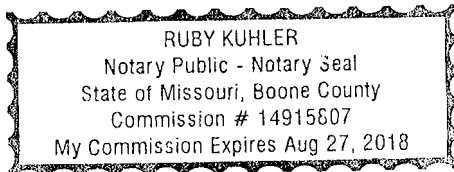
\$63.79

Printer's Fee

By: Candra Galiley  
Candra Galiley

Subscribed & sworn to before me this 30 day of September, 2015

[Signature]  
Notary Public



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

To: Robert W. Bratton II  
and Becky A. Bratton  
539 N. Crater Lake  
Columbia, MO 65201

In accordance with section 67.402 RSMo and section 6.3.9 and 6.3.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Lake of the Woods Plat 1, Lot 40, a/k/a 539 N. Crater Lake Drive as shown by deed book 3220 page 0016

Type of Nuisance: Growth of weeds in excess of twelve inches high

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

Stephanie Browning, Director,  
Columbia/Boone County  
Department of Public Health

INSERTION DATE: September 30, 2015.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

GMAC Bank
1100 Virginia Drive
Fort Washington, PA 19034

An inspection of the property you hold a lien on located at 539 N. Crater Lake Drive (parcel # 17-220-10-01-058.00 01) was conducted on September 11, 2015 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14th day of September 2015 by MD.

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

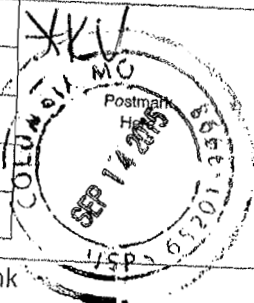
**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

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

**OFFICIAL USE**

7014 3490 0002 2759 8078

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$6.73</b>



Sent To  
 Street & Apt. No.,  
 or PO Box No. GMAC Bank  
 1100 Virginia Dr.  
 City, State, ZIP+4 Fort Washington, PA 19034

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:

GMAC Bank  
 1100 Virginia Dr.  
 Fort Washington, PA 19034

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 B. Received by (Printed Name) *Shelley Bignard* C. Date of Delivery  
 7-19

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 8078

PS Form 3811, July 2013

Domestic Return Receipt



**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 17-220-10-01-058.00 01**

**Property Location 539 N CRATER LAKE DR**

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

Owner **BRATTON ROBERT W II & BECKY A**  
 Address **539 N CRATER LAKE**  
 City, State Zip **COLUMBIA, MO 65201 -**

Subdivision Plat Book/Page **0011 0020**

Section/Township/Range **10 48 12**

Legal Description **LAKE OF THE WOODS PLAT 1  
 LOT 40**

Lot Size **82.47 x 110.00**

Irregular shape **Y**

Deed Book/Page **3220 0016** **2500 0077** **1219 0239**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,800	84,900	100,700	RI	3,002	16,131	19,133
<b>Totals</b>	<b>15,800</b>	<b>84,900</b>	<b>100,700</b>	<b>Totals</b>	<b>3,002</b>	<b>16,131</b>	<b>19,133</b>

**Most Recent Tax Bill(s)**

**Residence Description**

Year Built **1975**  
**(ESTIMATE)**

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

Basement **FULL (4)**

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

Bedrooms **4**

Main Area **1,170**

Full Bath **3**

Finished **630**

Basement Area

Half Bath **0**

Total Rooms **8**

Total Square Feet **1,800**



Recorded in Boone County, Missouri

Date and Time 09/28/2007 at 09:58:36 AM  
Instrument #: 2007025006 Book:3220 Page 16

Grantor HARRISON, MICHAEL  
Grantee BRATTON, ROBERT W II

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

*Battle Johnson*  
Battle Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

**GENERAL WARRANTY DEED**

This Deed, made and entered into this 27<sup>th</sup> day of September, 2007, by and between  
Michael Harrison and Amy Harrison, husband and wife

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and  
Robert W. Bratton, II and Becky A. Bratton, husband and wife

Grantee(s),

Grantee'(s) address: 539 N. Crater Lake Columbia, MO 65201  
of the County of Boone, State of Missouri party 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 (\$1.00) 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 the State of Missouri, to-wit:

Lot Forty (40) of LAKE OF THE WOODS SUBDIVISION PLAT ONE (1) as shown by the Plat recorded in Plat Book 11, Page 20, Records of Boone County, Missouri.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of

November

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 58-24SEP15 – Metal Roof Replacement, Reality House Programs, Inc. to Rhad A. Baker Construction, LLC of Fulton, 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 3rd day of November, 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

517-2015

# Boone County Purchasing

Cheli Haley  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Cheli Haley, Buyer  
DATE: October 28, 2015  
RE: 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc.

Bid 28-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc. opened on October 1, 2015 with eight bids received. Facilities Maintenance recommends awarding by low bid to Rhad A. Baker Construction, LLC of Fulton, Missouri. The contract amount is for Seventy Two Thousand, Four Hundred Dollars (\$72,400.00).

Invoices will be paid from Department 6200 – Capital Repairs & Replacement and Account 60110 – Major Building Repairs/Replacement. The amount budgeted for this work is \$122,000.00.

The bid tabulation and award recommendation are attached for your review.

cc: Bid File  
Bob Davidson, Facilities



58-24SEP15 - Metal Roof Replacement - Reality House Programs, Inc.

BID TABULATION	Estimate	Rhad A. Baker Construction, LLC	G&R Construction, Inc. (Option # 2)	Dyllon Marsolf Construction, LLC	G&R Construction, Inc. (Option # 1)	Watkins Roofing, Inc.	Septagon Construction Co., Inc. (Option # 3)	Septagon Construction Co., Inc. (Option # 2)	Septagon Construction Co., Inc. (Option # 1)
<b>Ribbed Metal Panel</b>		<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>
Manufacturer		Economy Metals	Graber Post Buildings, Inc.	McElroy	Graber Post Buildings, Inc.	McElroy Metal	Graber Post	McElroy Metal	McElroy Metal
Product Name/Identification		Eco #1 panel, 26 gauge	29 Ga. G-Rib Metal Roof Panel	Max-Rib Ultra	26 Ga. G-Rib Metal Roof Panel	Max Rib 26 Ga.	G-Rib	Max Rib 26 Ga.	Max Rib 26 Ga.
Rib Height		3/4"	3/4"	.75"	3/4"	0.75"	3/4"	3/4"	3/4"
Distance between ribs		9"	9"	9"	9"	9"	9"	9"	9"
Panel Width		36"	37-3/4"/Coverage 36"	36"	37-3/4"/Coverage 36"	36"	36" Coverage	36" Coverage	36" Coverage
Length of Warranty		40 Years	Finish-40 Years	40 Year Finish 15 Year Red Rust	Finish-40 Years	40 Year Finish		Varies	Varies
Number of colors available		20	22	8	22	16 Standard	21	11	14+1 Deep Tone
Total Price for Panels		\$ 11,000.00	\$ 14,267.00	\$ 7,515.00	\$ 15,698.00	\$ 8,230.00	\$ 10,578.00	Siliconized Poly \$ 13,445.00	Kynar Finish \$ 14,216.00
<b>Self-Adhered Metal Roofing Underlayment</b>		<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>
Manufacturer		Tamko	Titanium	Tamko	Titanium	Tamko	Tamko	Tamko	Tamko
Product Name/Identification		TW-60	Titanium PSU 30	TW-60	Titanium PSU 30	TW Metal & Tile	TW-60	TW-60	TW-60
Roll Width		39-3/8"	3'	39-3/8"	3'	39-3/8"	39-3/8"	39-3/8"	39-3/8"
Roll Length		61'	72'	61'	72'	61'	61'	61'	61'
Product Thickness		60Mil	45Mil	60Mil	45Mil	75Mil	60Mil	60Mil	60Mil
Length of Warranty		5 Years	See attachment	5 Years	See attachment	5 Year Product	5 Year	5 Year	5 Year
Total Price for Underlayment		\$ 15,000.00	\$ 6,794.00	\$ 4,150.00	\$ 6,794.00	\$ 4,740.00	\$ 10,608.00	\$ 10,608.00	\$ 10,608.00
<b>Miscellaneous Materials</b>		<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>	<b>Description and Price</b>
Total Price for Roof Edging		\$ 600.00	Included	\$ 680.00	Included	\$ 928.00	\$ 558.00	\$ 1,394.00	\$ 1,394.00
Total Price for Ridge Caps		\$ 900.00	in panel	\$ 437.00	in panel	\$ 416.00	\$ 193.00	\$ 335.00	\$ 335.00
Other:			costs	\$ 520.00	costs	Eave Drip Metal \$ 702.00			
						Roof Curb Flashing \$ 562.00			
						\$ -			
<b>Installation and Labor Costs</b>		<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>	<b>Price</b>
Removal and Disposal of Existing Roof and any Other Materials		\$ 4,000.00	\$ 27,465.00	\$ 37,080.00	\$ 27,465.00	\$ 22,936.00	\$ 9,811.00	\$ 9,811.00	\$ 9,811.00
Installation of New Roof		\$ 39,900.00	\$ 27,465.00	\$ 22,300.00	\$ 27,465.00	\$ 37,873.00	\$ 52,451.00	\$ 52,451.00	\$ 52,451.00
Remove and Reinstall Gutters		\$ 1,000.00		\$ 4,550.00		\$ 6,000.00	\$ 4,364.00	\$ 4,364.00	\$ 4,364.00
<b>TOTAL</b>	<b>\$ 122,000.00</b>	<b>\$ 72,400.00</b>	<b>\$ 75,991.00</b>	<b>\$ 77,232.00</b>	<b>\$ 77,422.00</b>	<b>\$ 82,387.00</b>	<b>\$ 88,563.00</b>	<b>\$ 92,408.00</b>	<b>\$ 93,179.00</b>

517-2015

517-2015

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Rhad A. Baker Construction, L.L.C.**, (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 58-24SEP15  
METAL ROOF REPLACEMENT – REALITY HOUSE PROGRAMS, INC.  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the specifications for the bid items and quantities for Boone County as listed below.

Description	Total
Panels: Economy Metals, Eco #1 panel, 26 gauge, 3/4" Rib Height, 9" Distance between Ribs, 36" Panel Width, 40 Year Warranty	\$11,000.00
Underlayment: Tamko, TW-60, 39-3/8" Roll Width, 61' Roll Length, 60 Mil Thickness, 5 Year Warranty	\$15,000.00
Roof Edging	\$600.00
Ridge Caps	\$900.00
Removal and Disposal of Existing Roof and Any Other Materials	\$4,000.00
Installation of New Roof	\$39,900.00
Remove and Reinstall Gutters	\$1,000.00
<b>Final Project Total</b>	<b>\$72,400.00</b>

The contract award for the Metal Roof Replacement – Reality House Programs, Inc. is to be in the amount of \$72,400.00.

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

Request for Bid 58-24SEP15  
Revised Response Form  
Statement of Bidders Qualifications  
Bid Bond  
Work Authorization Certification  
Certification Regarding Debarment  
Insurance Requirements  
Performance Bond  
Labor and Material Payment Bond

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State Prevailing Wage Rates – Annual Wage Order No. 22  
Boone County Standard Terms and Conditions  
Rhad Baker e-mail dated October 9, 2015

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 within 10 days after receipt of Notice to Proceed, and to complete the work within 45 working days or such additional time as may be allowed by the Facilities Maintenance Manager under the contract.

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

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

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

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

The contractor agrees that he will comply with all federal, state, and local laws, 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

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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:

**Seventy Two Thousand Four Hundred Dollars and Zero Cents (\$72,400.00.)**

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

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

(Date)

CONTRACTOR:

RHAD A. BAKER CONSTRUCTION, LLC

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]  
Authorized Representative Signature

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

By: Rhad Baker  
Authorized Representative Printed Name

Title: Managing Member

Approved as to Legal Form:

ATTEST:

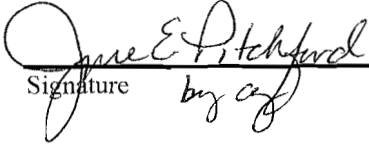
[Signature]  
For: CJ Dykhouse  
Boone County Counselor

[Signature]  
Wendy Noren,  
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

6200/60110 - \$72,400.00

  
Signature *by*

10/29/15  
Date

Appropriation Account

**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.

5. REVISED RESPONSE FORM

**Company Information:**

Name: Rhad A. Baker Construction LLC  
 Address: 4851 CO Rd 219 Fulton MO 65251  
 Phone Number: 573-489-6470 Fax Number: 573-642-3454  
 Email: rhad\_baker@yahoo.com Federal Tax ID: 20-4501223

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: LLC

**Materials, Installation, and Labor Costs:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. Bidders may price as many products as they feel is necessary. The space below only provides for the pricing of two of each product. Additional products may be priced on another page and added to this Response Form.

Ribbed Metal Panel	Description & Price
Manufacturer	Economy Metals
Product Name/Identification	Eco #1 panel, 24 gauge
Rib Height	3/4"
Distance between ribs	9 inches
Panel Width	36 inches
Length of Warranty (attach warranty information to this Response Form)	40 years
Number of colors available (attach color sample page to this Response Form)	20
Total Price for Panels	\$ 11,000

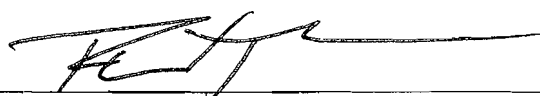


<b>Ribbed Metal Panel</b>	<b>Description &amp; Price</b>
Manufacturer	
Product Name/Identification	
Rib Height	
Distance between ribs	
Panel Width	
Length of Warranty (attach warranty information to this Response Form)	
Number of colors available (attach color sample page to this Response Form)	
Total Price for Panels	\$
<b>Self-Adhered Metal Roofing Underlayment</b>	
Manufacturer	TAMKO
Product Name/Identification	TW-60
Roll Width	39 3/8"
Roll Length	61'
Product Thickness	60 mil
Length of Warranty (attach warranty information to this Response Form)	5 years
Total Price for Underlayment	\$ 15,000
<b>Self-Adhered Metal Roofing Underlayment</b>	
Manufacturer	
Product Name/Identification	
Roll Width	
Roll Length	
Product Thickness	

Length of Warranty (attach warranty information to this Response Form)	
Total Price for Underlayment	\$
<b>Miscellaneous Materials</b>	<b>Price</b>
Total Price for Roof Edging	\$ 600
Total Price for Ridge Caps	\$ 900
Other	\$
	\$
	\$
<b>Installation and Labor Costs</b>	<b>Price</b>
Removal and Disposal of Existing Roof and any Other Materials	\$ 4000
Installation of New Roof	\$ 39,900
Remove and Reinstall Gutters	\$ 1000
<b>GRAND TOTAL</b>	\$ 72,400. <sup>00</sup>

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

Authorized Representative (Print Name): Rhad Bailer

  
Signature

10/1/15  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: Rhad A. Baker Construction LLC
2. Business Address: 4851 Co Rd 219 Fulton MO 65251
3. When Organized: 1999
4. When Incorporated: 2003
5. List federal tax identification number: 20-4501223. If not incorporated, state type of business (sole proprietor, partnership, or other): Limited Liability Co.  
Fed tax ID or SS number: \_\_\_\_\_
6. Number of years engaged in business under present firm name: 12
7. If you have done business under a *different name*, please give name and business location under that name: \_\_\_\_\_
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company?  
 Yes  No  
If yes, where and why? \_\_\_\_\_
10. Have you ever defaulted on a contract or been in litigation for services performed?  
 Yes  No  
If so, give details: \_\_\_\_\_
11. List of projects currently in progress: See Attached
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

\* Attach additional sheets as necessary \*

## **Work in Progress**

### **New Pole Barn**

Owner: Missouri Department of Transportation

Contact Name: Doug Young, 816-365-9946

Contract Value: \$190,000.00

### **City of Palmyra New Police Station**

Owner: City of Palmyra

Contact Name: Martin Meyer, 217-222-0554

Contract Value: \$565,000.00

## **Prior Projects**

### **Mexico Public Schools Window Replacement**

Owner: Mexico Public Schools

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$194,000.00

Completed: August 2015

### **South Callaway R-II Schools Concession Sitework and Foundation**

Owner: South Callaway R-II School District

Contract Value \$382,000.00

Contact Name: PCE, Inc.,

**Mexico Public Schools Window Replacement**

Owner: Mexico Public Schools

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$167,000.00

Completed: January 2015

**University of Missouri Middlebush Farms New Building**

Owner: University of Missouri

Contract Value: \$144,000.00

Completed January 2015

**University of Missouri Student Success and Lowry Hall Wall Stabilization**

Owner: University of Missouri

Architect: Structural Engineering Associates, 816-421-1042

Contract Value: \$308,000.00

Completed November 2014

**Department of Natural Resources Bennett Springs Duplexes**

Owner: State of Missouri

Architect: Tim Harlow, 573-751-5371

Contract Value: \$731,000.00

Completed October 2014

**Fulton Public Schools Miscellaneous Improvements**

Owner: Fulton Public Schools

Architect: Facilities Solutions Group, Bill Rice, 636-537-0203

Contract Value: \$73,300.00

Completed October 2014

**City of Sedalia Sidewalk Replacement**

Owner: City of Sedalia

Architect: City of Sedalia

Contract Value: \$103,600.00

**South Callaway School Parking Lot Renovations III**

Owner: South Callaway School

Contact Name: Ryan Arrowood, 573-220-3653

Contract Value: \$301,871.00

Completed: August 2014

**Jefferson City Housing Authority 4 bedroom house**

Owner: Jefferson City Housing Authority

Contact Name: Brad Wright, architect, 573-449-2683

Contract Value: \$225,000.00

Completed: May 2014

**City of Herman Transportation Museum and Amtrak Station**

Owner: City of Herman

Contact Name: Rob Conway, architect

Contract Value: \$215,000.00

Completed: April 2014

**South Callaway School Parking Lot Renovations II**

Owner: South Callaway School

Contact Name: Ryan Arrowood, 573-220-3653

Contract Value: \$215,589.00

Completed: August 2013

**Fulton Public Schools Playground Improvements**

Owner: Fulton Public Schools

Contact Name: Rick Bischoff, 636-236-6970

Contract Value: \$227,000.00

Completed August 2012

New concrete, handicap ramps, and rubber surfacing for playground areas

**South Callaway School Parking Lot Renovation**

Owner: South Callaway Schools

Contact Name: Ryan Arrowood, 573-220-3653

Contract Value: \$374,000.00

Completed August 2012

Tear out and repour existing parking lot

**Boone County Alternative Sentencing Remodel**

Owner: Boone County

Contact Name: Bob Davidson, 573-642-2899

Contract Value: \$125,000.00

Completed June 2012

Remodel of existing building

**Fulton Police Station Remodel**

Owner: City of Fulton

Contact Name: Steve Gohring, 592-3111

Contract Value: \$244,000.00

Completed July 2012

Remodel of existing building

**Concession and Maintenance Building**

Owner: Mexico 59 School District

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$329,000.00

Completed October 2011

130 x 42 Metal concession and maintenance building



### **Plastics Facility Renovation**

Owner: Mexico 59 School District

Contact Name: Mitch Ridgeway, 573-721-6330

Contract Value: \$49,700.00

Completed October 2011

Renovated existing building to be a new bus barn and offices

### **Facilities Renovation Phase I and Handicap Ramp**

Owner: Fulton Public Schools

Contact Name: Bill Rice, Construction Manager, 314-704-9177

Contract Value: \$154,000.00

Completed March 2011

Various renovations and upgrades to school, including construction of new offices, replacement of doors, and added security measures

# BID BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

**CONTRACTOR:**  
*(Name, legal status and address)*

Rhad A. Baker Construction, LLC  
4851 County Road 219  
Fulton, MO. 65251

**OWNER:**  
*(Name, legal status and address)*

Boone County Purchasing Department  
913 East Ash Street, Room 109  
Columbia MO 65201

**SURETY:**  
*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford CT 06183

**BOND AMOUNT:** Five (5%) of the amount of bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Bid Number 58-24SEP15, Metal Roof Replacement-Reality House Programs Inc.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September, 2015.

Rhad A. Baker Construction, LLC



(Principal)

(Seal)

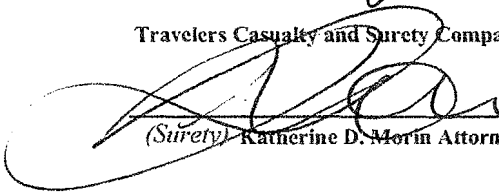
Managing member

(Title)



(Witness)

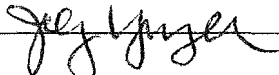
Travelers Casualty and Surety Company of America



(Surety)

Katherine D. Morin Attorney in Fact

(Seal)



(Witness)

(Title)

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229532

Certificate No. 006401885

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Katherine D. Morin, Phyllis Gillispie, and Jessica Paris

of the City of Fort Scott, State of Kansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

SEP 24 2015

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Rhad A. Baker Construction LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 742670

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

<b>Employer</b> Rhad A. Baker Construction LLC	
Name (Please Type or Print) <i>Rhad Baker</i>	Title <i>Pres</i>
Signature <i>[Handwritten Signature]</i>	Date <i>1-8-14</i>
<b>E-Verify Employer Agent</b> Moresource, Inc.	
Name (Please Type or Print) Sheila Johnson	Title <i>HR Director</i>
Signature Electronically Signed	Date 01/07/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) <i>USCIS Verification Division</i>	Title
Signature <i>Electronically Signed</i>	Date <i>01/08/2014</i>



Company ID Number: 175717

Client Company ID Number: 742670

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Rhad A. Baker Construction LLC
Company Facility Address	4851 Co. Rd. 219 Fulton, MO 65251
Company Alternate Address	
County or Parish	CALLAWAY
Employer Identification Number	204501223
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

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

(Please complete and return with Bid)

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

Rhad A. Brailer, Managing Member

Print Name and Title of Authorized Representative



Signature

9/24/15

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2015

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

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

<b>PRODUCER</b> Gallaher Insurance Group LLC PO Box 798  Mexico MO 65265-0798		<b>CONTACT NAME:</b> Timothy E. Wahl <b>PHONE (A/C. No. Ext):</b> (573) 581-8330 <b>E-MAIL ADDRESS:</b> tim@gallaherinsurance.com <b>FAX (A/C. No.):</b> (573) 581-8372	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Rhad A Baker Construction, LLC 4851 County Rd 219  Fulton MO 65251		<b>INSURER A</b> Acuity	<b>14184</b>
		<b>INSURER B</b> Missouri Employers Mutual	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 15/16 master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	X22248	7/22/2015	7/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 19			X22248	7/22/2015	7/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 100,000
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTIONS \$			X22248	7/22/2015	7/22/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM201143201	3/7/2015	3/7/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Rhad A Baker - Contractor  
  
Boone County is listed as additional insured with respect to general liability.

<b>CERTIFICATE HOLDER</b>  Boone County 613 East Ash, Room 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Gallaher/WAHLTI
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# PERFORMANCE BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 106310534

**CONTRACTOR:**

*(Name, legal status and address)*

Rhad A. Baker Construction, LLC  
4851 County Road 219  
Fulton MO 65251

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford CT 06183

**OWNER:**

*(Name, legal status and address)*

County of Boone  
913 East Ash Street  
Columbia MO 65201

**CONSTRUCTION CONTRACT**

Date:

Amount: Seventy Two Thousand Four Hundred and no/100-(\$72,400.00)

Description:

*(Name and location)*

Bid Number 58-24SEP15, Metal Roof Replacement-Reality House Program, Inc.- Boone County, MO.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: Seventy Two Thousand Four Hundred and no/100-(\$72,400.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Rhad A. Baker Construction, LLC

Signature: 

Name and Title:

**SURETY**

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Katherine D. Morin Attorney in Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after  
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

- Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

# PAYMENT BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 106310534

**CONTRACTOR:**

*(Name, legal status and address)*

**Rhad A. Baker Construction, LLC**  
4851 County Road 219  
Fulton MO 65251

**OWNER:**

*(Name, legal status and address)*

**County of Boone**  
913 East Ash Street  
Columbia MO 65201

**CONSTRUCTION CONTRACT**

Date:

Amount: **Seventy Two Thousand Four Hundred and no/100-(\$72,400.00)**

Description:

*(Name and location)*

**Bid Number 58-24SEP15, Metal Roof Replacement-Reality House Program, Inc.- Boone County, MO.**

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty and Surety Company of America**  
One Tower Square  
Hartford CT 06183

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: **Seventy Two Thousand Four Hundred and no/100-(\$72,400.00)**

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**Rhad A. Baker Construction, LLC**

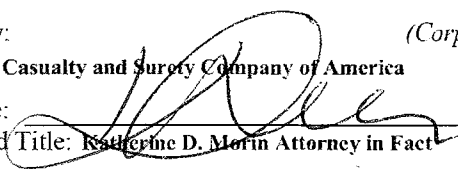
Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: *(Corporate Seal)*

**Travelers Casualty and Surety Company of America**

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

Name and Title: **Katherine D. Morin Attorney in Fact**

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229532

Certificate No. 006401889

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Katherine D. Morin, Phyllis Gillispie, and Jessica Paris

of the City of Fort Scott, State of Kansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





## BOONE COUNTY, MISSOURI

### Request for Bid #: 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc.

#### ADDENDUM #1 - Issued September 15, 2015

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

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

**1. Does the County want each layer and section of the roof to be multi-colored as it now?**

No, the new metal roof shall be entirely one color.

**2. Does the County have a gauge preference for the metal panels?**

Twenty-six (26) gauge is the preference; however metal panels of another gauge shall be considered.

**3. Once the project begins, will workers be able to enter the residents' yards as needed?**

No, workers shall coordinate with Reality House Programs, Inc. staff each time they need to enter the yard for any reason.

**4. Do the solar panels and piping need to be preserved.**

No, the solar panels and pipes that are a part of the solar hot water heating system shall be removed and disposed of at the Contractor's expense.

**5. Is the County interested in bids for a standing seam roof system?**

No, the County is requesting bids for an exposed fastener panel roof system.

**6. Does the County know the condition of the roof deck?**

No, the Contractor shall alert the Project Manager of any deterioration of the roof deck. The County shall decide if the deteriorated materials need to be replaced. If needed, a change order shall be issued.

**7. Does the County have a material preference for the ridge cap and roof edge closings?**

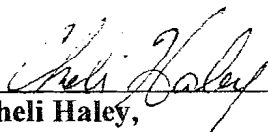
The County requests that materials recommended by the manufacturer be used for this project.

**8. Does the County want the flashing around the dryvits to be preserved or replaced?**  
The flashing shall be preserved. If the Contractor feels the flashing should not be used due to damage or deterioration, Contractor shall notify the Project Manager. If needed, a change order shall be issued.

**9. Will the Contractor be responsible for painting and/or replacing the metal around the exhaust fans, pipes, vents, stacks, or aluminum hoods?**  
The County shall be responsible for painting these pieces as needed after the project has been completed. The County does not expect replacement will be necessary for any of the metal around these pieces, however, if the Contractor notices deteriorated materials that could possibly contribute to a failing roof system, the Project Manager shall be notified. If needed, a change order shall be issued.

**10. Please describe excused work days due to weather.**  
If it rains/sleets/snows continuously or off and on throughout the day between the hours of 7:00 a.m. and 5:00 p.m., workers shall be excused from working that day due to the weather. If the rain/sleet/snow only prevents workers from working the first half (7:00 a.m. to 12:00 p.m.) or latter half (12:00 p.m. to 5:00 p.m.) of the day, workers shall put in a partial days work. Any questions regarding the weather and excused work days shall be directed to the Project Manager.

**11. Can bidders go to view the site and take measurements?**  
Bidders shall contact the Buyer to schedule a time to go to the site.

By:   
Cheli Haley,  
Buyer

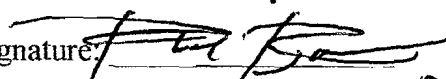
RESPONDENT has examined **Addendum #1** to Request for Bid # 58-24SEP15 – Metal Roof Replacement – RealityHouse Programs, Inc., receipt of which is hereby acknowledged:

Company Name: RHAD A. BAKER Const. LLC

Address: 4891 CO Rd 219 Fulton

Phone Number: 573-489-6470 Fax Number: 642-3454

E-mail: Rhad\_baker@vunco.com

Authorized Representative Signature:  Date: 9/24/15

Authorized Representative Printed Name: RHAD BAKER



BOONE COUNTY, MISSOURI

Request for Bid #: 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc.

ADDENDUM #2 - Issued September 16, 2015

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

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

1. Substitution request for the following has been approved.

Graber G-Rib Metal  
Available 26 gauge or 29 gauge  
40 Year Warranty

Owens Corning Ice and Water  
Protection Underlayment

By:

Cheli Haley  
Cheli Haley,  
Buyer

RESPONDENT has examined **Addendum #2** to Request for Bid # 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc., receipt of which is hereby acknowledged:

Company Name: Fred Baker Const

Address: 4851 CR 219 Fulton MO

Phone Number: 489-6470 Fax Number: 642-7454

E-mail: fred\_baker@yahoo.com

Authorized Representative Signature: Fred Baker Date: 9-30-15

Authorized Representative Printed Name: Fred Baker



BOONE COUNTY, MISSOURI

Request for Bid #: 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc.

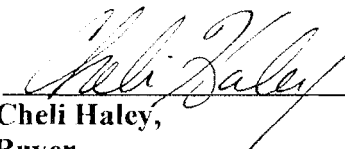
**ADDENDUM #3 - Issued September 18, 2015**

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

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

1. Addendum 2 shall be stricken from Request for Bid #: 58-24SEP15 and replaced with Addendum 3.
2. Substitution request for the following is approved.  
Graber G-Rib Metal  
Available 26 gauge or 29 gauge  
40 Year Warranty
3. Substitution request for the following is not approved.  
Owens Corning Ice and Water  
Protection Underlayment

By:

  
Cheli Haley,  
Buyer

RESPONDENT has examined Addendum #3 to Request for Bid # 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc., receipt of which is hereby acknowledged:

Company Name:

Rhad Baker Const

Address:

4851 CR 219 Fulton MO

Phone Number:

489-6470

Fax Number:

642-3454

E-mail:

rhad\_baker@yahoo.com

Authorized Representative Signature:



Date:

9-30-15

Authorized Representative Printed Name:

Rhad Baker



BOONE COUNTY, MISSOURI

Request for Bid #: 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc.

ADDENDUM #4 - Issued September 23, 2015

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

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

1. Replace the Response Form with the attached Revised Response Form that provides a space for total costs of panels and underlayment.
2. The County received the following question:  
Are the lines in the Miscellaneous Materials section of the Response Form to reflect total cost or cost per foot?  
Response: Please provide the total cost for roof edging, ridge caps, and any other materials needed to complete the project.
3. Change Bid Response Submission Date and Bid Opening Date to:  
Bid Response Submission Due: Thursday, October 1, 2015 at 1:15 p.m.  
Bid Opening: Thursday, October 1, 2015 at 1:30 p.m.

By: Cheli Haley  
Cheli Haley,  
Buyer


RESPONDENT has examined **Addendum #4** to Request for Bid # 58-24SEP15 – Metal Roof Replacement – Reality House Programs, Inc., receipt of which is hereby acknowledged:

Company Name: Rhad Baker Construction LLC

Address: 4851 CO Rd 219 Fulton MO 65251

Phone Number: 573-489-6470 Fax Number: 573-648-3454

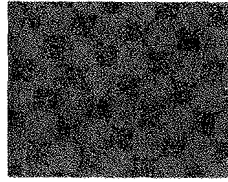
E-mail: rhad\_baker@yahoo.com

Authorized Representative Signature:  Date: 9-30-15

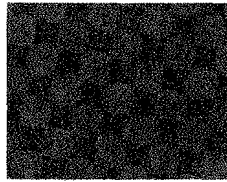
Authorized Representative Printed Name: Rhad Baker

**\*\* SEE BELOW**

# Low Rib Panel Color Chart



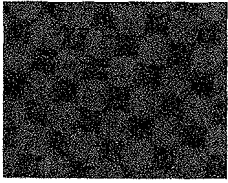
Hunter Green



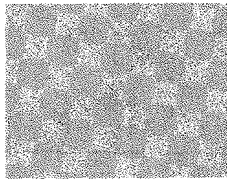
Brown



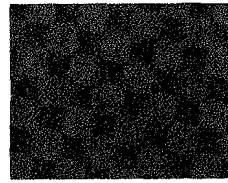
Black



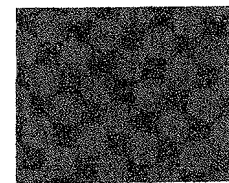
Forest Green



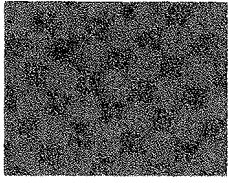
Tan



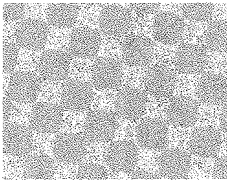
Dark Red



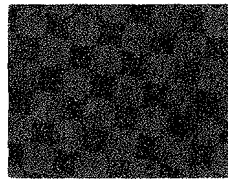
Gallery Blue



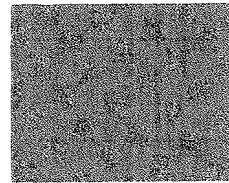
Charcoal



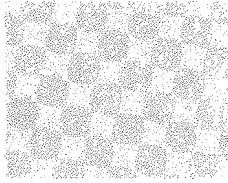
Clay



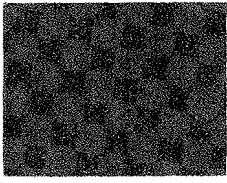
Crimson Red



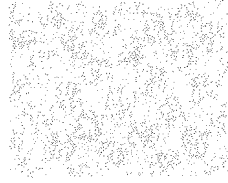
Hawaiian Blue



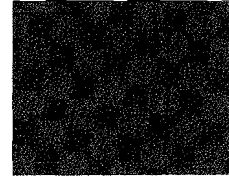
Ash Gray



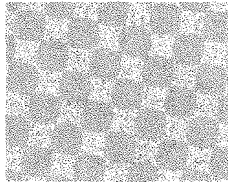
Rural Red



Lt. Stone



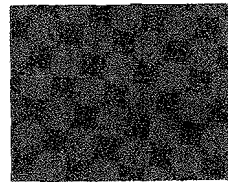
Burgundy



Lt. Gray



Alamo White



Burnished Slate



Ivory

**\*\*\*Colors not a good representation --  
Ballpark only (Color chart, or metal chips  
available upon request.)**

**All Colors available in 29 ga. & 26 ga.**

The above colors are intended to be a close representation to actual colors. Actual color chips available upon request.



**Paint provided by AkzoNobel**  
All colors have a 40 year limited paint warranty



**ECONOMY METALS, INC.**  
**STEEL ROOFING & SIDING**

**SUBJECT: ECONOMY METALS INC. ECO #1 PANEL FINISH WARRANTY**

Effective December 29<sup>th</sup>, 2009

We are pleased to present you with our **40-year limited warranty** which is below.

1. Our paint for our ECO#1 product line WILL NOT crack, check, or peel (Lose adhesion) for **Forty (40) years**. This does not include minute fracturing that may occur due to proper fabrication of the building parts.
2. We also warrant that the color-coated finish applied to our steel will not, within a period of Thirty (30) years chalk or lose color according to the following grids. Additionally chalk ratings are according to ASTM-D-4214-98 method 659. Color(Fade) ratings are according to ASTM-D-2244-02. Color changes shall be measured on an exposed surface that has been cleaned of surface soils and chalk & the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform if surfaces are not equally exposed to sun and elements.

Sidewall		Roof	
Color	Chalk	Color	Chalk
6	8	8	8

3. In case of a complaint, customer will provide access to us, and assist us as necessary in determining the exact cause of the failure; ASTM and NCCA testing procedures will be used.
4. If our ECO#1 steel fails to comply with our limited warranty, we will pay for materials reasonably necessary to repaint, repair or replace, at our option the building part showing the failure. In order for the warranty to be in effect, however, you must notify us in writing of the failure within thirty days of the discovery of such problem, and provide documentation we may require. If we repaint, we will use normal painting practices using the same paint, or other suitable alternatives. This Warranty also applies to the part we painted, repaired, or replaced, but only for the unexpired portion of the Warranty period applicable to the original part.
5. Our LIMITED WARRANTY DOES NOT APPLY To claims arising from the following:
  - a. Acts of God, fire, falling objects (including hail), or other casualty or physical damage;
  - b. Unusual harmful fumes, chemically aggressive environment, or foreign substances in the atmosphere,
    - i.e. animal confinement, acid rain, standing water, salt, or direct salt spray.
  - c. Misapplication of the ECO#1 product,
  - d. Improper treatment of the metal or improper fabrication, i.e. wet metal in a bundle, or damage from user fabrication.
  - e. Mishandled products, i.e., ANY PRODUCT THAT HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, and OR STORED CONTRARY TO OUR INSTRUCTIONS.
  - f. Steel Shavings or minute iron particles from installing screws, sawing, or cutting steel that comes in contact w/ paint.
  - g. Minor hairline cracking of paint finish.
  - h. Defects or damages to painted panels caused by handling, shipping, transit, processing, storage or installation, damage due to failure of substrate.
  - i. Damage caused by moisture or other contamination prior to installation. Must be stored inside a dry place.
  - j. Non-vertical panels that don't have adequate pitch to keep water from freestanding or accumulating.
  - k. Stored or installed in a way that allows for contact with animals or animal waste.
  - l. Deterioration of panels caused directly or indirectly by panel contact with fasteners. Selection of suitable fasteners rests solely with the buyer.
  - m. Weather uniformity under non-uniform conditions.
  - n. If Panels are applied without proper protection to lumber that has been treated with preservatives or fire resistant materials, regardless if such treatments are known by buyer or not, or if applied to green or wet lumber.
6. This warranty will apply only to metal that is coated with our ECO#1 paint system and used on property located within the continental United States.
7. For our warranty to apply, you must maintain certain records. You need to make these available to us for inspection and copying. These may include: A. Economy Metals Inc. **Orders or Invoices \*(must be dated December 29, 2009 or after)**. B. Any other records necessary to identify the ECO#1 product that gives proof of purchase date, quantity and price.

ASSIGNMENT: This Warranty shall extend to the purchaser of the material and is non-assignable and/or non-transferable. Further it is applicable only to the original owner of any structure the material was installed on.

We need to make clear that this is our only warranty concerning our ECO#1 panel finish, and that we have no other obligations concerning them. So please read and understand the following:

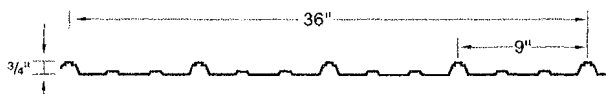
DISCLAIMER OF WARRANTY, EXCEPT AS EXPRESSLY PROVIDED ABOVE, ECONOMY METALS INC. MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO THE ECO#1 PRODUCT'S PAINT SYSTEM INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR ANY OTHER MATTER.

LIMITATION OF LIABILITY: ECONOMY METALS INC. SHALL HAVE NO LIABILITY TO ANY PERSON OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR SET FORTH HEREIN ARE AGREED ALLOCATIONS OR RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OR COMPETENT JURISDICTION THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

That is our complete Warranty. It sets out all of our obligations regarding the ECO#1 Paint System. It is only for your benefit and is not assignable. It cannot be changed by such things as your purchase order forms or our acceptance forms. But it can be changed if Economy Metals Inc. agrees in writing.



# Economy Metals Inc. 3/4" Rib



Eco 3/4" Rib is available in 29ga. and 26ga. painted galvanized, galvalume, & 29 ga. galvanized. Economy Metals Inc. paint has a 40 yr. crack, check, & peel warranty. Economy Metals 29 ga. and 26 ga. are manufactured to meet ASTM A792 specifications for Galvalume and ASTM A653 for Galvanized with a minimum of 80,000 PSI. The 3/4" Rib also has UL2218 / Class 4 impact resistance rating and UL790 fire resistance.

Section Properties: 36" wide, Economy Metals Inc. 3/4" Rib									
Gauge	Thickness (inches)	Weight (psf)	Yield Stress (ksi)	Top in Compression (Positive Bending)			Bottom in Compression (Negative Bending)		
				I <sub>xx</sub>	S <sub>xx</sub>	Ma	I <sub>xx</sub>	S <sub>xx</sub>	Ma
				in <sup>4</sup> /ft	in <sup>3</sup> /ft	in.kips/ft	in <sup>4</sup> /ft	in <sup>3</sup> /ft	in.kips/ft
26	0.0185	0.866	80.0	0.0133	0.0220	0.7913	0.0093	0.0198	0.7123
29	0.0150	0.704	80.0	0.0110	0.0181	0.6493	0.0073	0.0160	0.5760

Section properties and allowables are calculated in accordance with 1996 AISI Specifications and 1999 AISI Supplement No. 1. I +/- is for deflection determination. S +/- is for bending determination. Ma is allowable bending moment. All values are for one foot of panel width. These loads are for panel strength. Frames, purlins, fasteners and all supports must be designed to resist all loads imposed on the panel. Allowable outward loads based on stress have been increased by 33.33% for wind uplift. Allowable loads for deflection are based on deflection limitation of span/180 or span/240. For roof panels, self weight of the panel has to be deducted from the allowable inward load to arrive at the actual "live load" carrying capacity of the panel. Minimum bearing length must be checked. Minimum deliverable bare steel thickness should not be less than 0.95 of design thickness.

## THEORETICAL ALLOWABLE LIVE AND WIND LOADS

### SINGLE SPAN CONDITION

Span (feet)	29 Gauge & 80 ksi				26 Gauge & 80 ksi			
	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)
2	108.2	108.2	90.1	127.7	131.9	131.9	109.3	157.9
2.5	69.3	61.5	46.2	81.7	84.4	74.6	55.9	101.1
3	48.1	35.6	26.7	56.7	58.6	43.2	32.4	70.2
3.5	35.3	22.4	16.8	41.7	43.1	27.2	20.4	51.6
4	27.1	15.0	11.3	31.9	33.0	18.2	13.7	39.5
4.5	21.4	10.6	7.9	25.2	26.1	12.8	9.6	31.2
5	17.3	7.7	5.8	20.4	21.1	9.3	7.0	25.3
6	12.0	4.5	3.3	14.2	14.7	5.4	4.0	17.5

### TWO SPAN CONDITION

Span (feet)	29 Gauge & 80 ksi				26 Gauge & 80 ksi			
	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)
2	96.0	96.0	96.0	143.9	118.7	118.7	118.7	175.4
2.5	61.4	61.4	60.1	92.1	76.0	76.0	72.8	112.3
3	42.7	42.7	34.8	64.0	52.8	52.8	42.2	78.0
3.5	31.3	29.2	21.9	47.0	38.8	35.4	26.5	57.3
4	24.0	19.6	14.7	36.0	29.7	23.7	17.8	43.9
4.5	19.0	13.7	10.3	28.4	23.5	16.7	12.5	34.6
5	15.4	10.0	7.5	23.0	19.0	12.1	9.1	28.1
6	10.7	5.8	4.3	16.0	13.2	7.0	5.3	19.5

### THREE OR MORE SPAN CONDITION

Span (feet)	29 Gauge & 80 ksi				26 Gauge & 80 ksi			
	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)	LL (S)(psf)	LL (D) L/180(psf)	LL (D) L/240(psf)	WL(psf)
2	112.1	112.1	112.1	168.1	138.7	138.7	138.7	204.9
2.5	71.8	71.8	71.8	107.6	88.8	88.8	88.8	131.1
3	49.8	49.8	49.8	74.7	61.6	61.6	61.1	91.1
3.5	36.6	36.6	31.7	54.9	45.3	45.3	38.5	66.9
4	28.0	28.0	21.3	42.0	34.7	34.4	25.8	51.2
4.5	22.2	19.9	14.9	33.2	27.4	24.1	18.1	40.5
5	17.9	14.5	10.9	26.9	22.2	17.6	13.2	32.8
6	12.5	8.4	6.3	18.7	15.4	10.2	7.6	22.8

Theoretical allowable loads are based on uniform span lengths. LL (S) is allowable live load based on stress limitation. LL (D) is allowable live load based on deflection limitation of L/180 or L/240. WL is allowable wind load and has been increased by 33.33%.

# TAMKO® TW-60

## Self-Adhering Sheet Waterproofing Membrane

PRODUCT DATA

### DESCRIPTION

TAMKO® TW-60 is a flexible, self-adhering rubberized asphalt sheet membrane with a polymer film on the surface and a removable treated release film on the adhesive side.

### USES

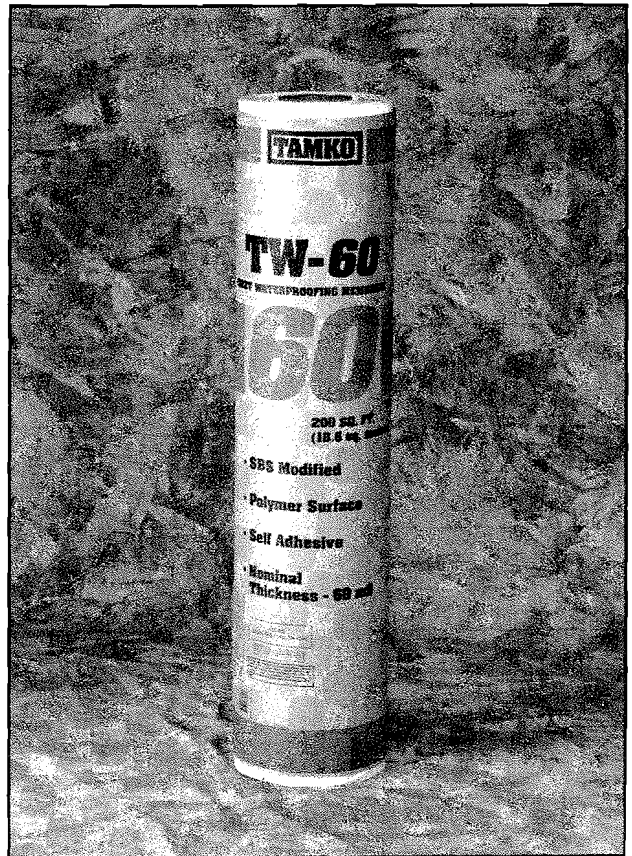
TW-60 is especially well suited for below-grade waterproofing of foundation walls, tunnels, earth shelters, and similar structures. TW-60 is also suitable for waterproofing plaza decks, parking decks, balconies, and terraces.

### ADVANTAGES

- Excellent tensile, elongation, and permeance characteristics.
- Rubberized asphalt sheet and polymer surfacing provide superior waterproofing protection.
- Treated release film for easier installation and handling.
- Available in factory pre-cut widths of 6", 9", 12", 18", and 39-3/8" rolls.
- High temperature resistance up to 240°F.
- Available in Winter and Summer Grade formulations.
- ICC-ES ESR-2260.

### LIMITATIONS

- Membrane or primer must not be applied to damp, frosty or contaminated surfaces.
- Membrane must not be left exposed to sunlight for more than 30 days.
- Membrane must not come into contact with products containing coal-tar pitch.
- Best applied between the temperatures of 35°F and 90°F.



### PRODUCT DATA\*

Asphalt Modifier Styrenic Block Copolymer  
 Product Thickness 60 mil

Roll Width	Roll Size	Coverage per Ctn.	Rolls per ctn.
6"	6" x 61'	183 sq. ft.	6
9"	9" x 61'	183 sq. ft.	4
12"	12" x 61'	183 sq. ft.	3
18"	18" x 61'	183 sq. ft.	2
39-3/8"	39-3/8" x 61'	200 sq. ft.	1 roll/wrapper

\*All values stated as nominal at time of manufacture.

### TYPICAL PHYSICAL PROPERTIES

Property	Test Method	Typical Value
Tensile, Membrane	ASTM D 412 (C)	425 psi
Tensile, Film	ASTM D 882	6300 psi
Elongation**	ASTM D 412 (C)	600% (min.)
Permeance	ASTM E 96 (BW)	0.05 perms (max.)
Low Temp. Flexibility	ASTM D 1970 (modified) <sup>1</sup>	Unaffected @ -20°F
Crack Cycling (100 cycles)	ASTM C 836	Unaffected @ -15°F
Peel Strength	ASTM D 903	9.0 lb/in. width (min.)
Lap Adhesion	ASTM D 1876	5.5 lb/in. width
Puncture Resistance	ASTM E 154	60 lb. (min.)
Hydrostatic Head	ASTM D 5385	231 ft. (min.)
Resistance to Soil Organisms (Fungi)	ASTM E 154	No effect (Permeability)

\*\*% elongation to ultimate failure of rubberized asphalt membrane.

<sup>1</sup> Testing done using the procedure in ASTM D 1970 with adhesive side away from the mandrel.

# TAMKO® TW-60

## Self-Adhering Sheet Waterproofing Membrane

**CAUTION:** This product contains crystalline silica. Crystalline silica has been classified as a “known” human carcinogen by the International Agency for Research on Cancer (IARC) and the National Toxicology Program. The National Institute for Occupational Safety and Health has concluded that the fumes of heated roofing asphalt are a potential occupational carcinogen. The physical nature of this product may help limit any inhalation or dermal hazard during application and/or removal. However, physical forces such as sawing, grinding or drilling during demolition work and heating or burning may increase the inhalation or dermal exposure hazard of this product. Take precautions to prevent breathing and contact with skin.

Information included in this product data sheet was current at time of printing. To obtain a copy of the most current version of this product data sheet, visit us online at [tamko.com](http://tamko.com) or call us at 800-641-4691.

This product is covered by a 5-year limited warranty. For information regarding or a copy of TAMKO's limited warranty, contact your local TAMKO representative, visit us online at [tamko.com](http://tamko.com), or call us at 800-641-4691.

[tamko.com](http://tamko.com)

Corporate	220 West 4th Street, Joplin, Missouri 64801	800-641-4691
Central District	220 West 4th Street, Joplin, Missouri 64801	800-641-4691
Northeast District	4500 Tamko Drive, Frederick, Maryland 21701	800-368-2055
Southeast District	2300 35th Street, Tuscaloosa, Alabama 35401	800-228-2656
Southwest District	7910 South Central Expressway, Dallas, Texas 75216	800-443-1834
Western District	5300 East 43rd Avenue, Denver, Colorado 80216	800-530-8868



**Cheli Haley - Re: 58-24SEP15 - Metal Roof Replacement - Reality House Programs, Inc.**

**From:** Rhad Baker <rhad\_baker@yahoo.com>  
**To:** Cheli Haley <CHaley@boonecountymo.org>  
**Date:** 10/9/2015 4:03 PM  
**Subject:** Re: 58-24SEP15 - Metal Roof Replacement - Reality House Programs, Inc.

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Cheli,  
I will be able to start within 10 days of a notice to proceed, and will be finished in 45 working days.  
Thanks  
Rhad Baker

Sent from my iPhone

On Oct 8, 2015, at 4:49 PM, "Cheli Haley" <CHaley@boonecountymo.org> wrote:

Mr. Baker,  
Can you provide me with answers to the following questions?

1. Work will begin on the project \_\_\_\_\_ days after the receipt of the Notice to Proceed.
2. Work will be completed \_\_\_\_\_ days after receipt of the Notice to Proceed.

Thank you,

Cheli Haley,  
Buyer  
Boone County Purchasing  
Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Telephone: (573)886-4392  
Facsimile: (573)886-4390  
[www.showmeboone.com](http://www.showmeboone.com)  
Email: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer

Phone: (573)886-4392

Facsimile: (573)886-4390

[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

### BID DATA

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#### INFORMATION

Bid Number: 58-24SEP15

Bid Title: Metal Roof Replacement – Reality House Programs, Inc.

#### SUBMISSION INFORMATION

Due Date and Time: Thursday, September 24, 2015 at 1:15 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Thursday, September 24, 2015 at 1:30 p.m. CST

Location: Boone County Commission Chambers  
Boone County Government Center  
801 East Walnut Street  
Columbia, MO 65201

#### PRE-BID CONFERENCE

Date and Time: Wednesday, September 9, 2015 at 1:30 p.m. CST

Location: Reality House Programs, Inc.  
1900 East Prathersville Road  
Columbia, MO 65202

### BID CONTENTS

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1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
6. Attachments:
  - Statement of Bidder's Qualifications and Prior Experience

Compliance with House Bill 1549, Work Authorization Certification, & Certification of Individual Bidder and Affidavit  
Certification Regarding Debarment  
Affidavit for Compliance with Prevailing Wage  
Affidavit of Compliance with OSHA Training  
Standard Terms and Conditions  
No Bid Response Form  
State Prevailing Wage Order No. 22

## 1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

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1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid for a metal roof replacement.

### 1.2. DEFINITIONS

- 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.
- 1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
- 1.2.1.3. Designee or Project Manager - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
- 1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will

consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the questions asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

[www.showmeboone.com](http://www.showmeboone.com) *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.4. PRE-BID CONFERENCE -- An optional Pre-Bid Conference will be held on September 9, 2015 at 1:30 p.m. in the conference room of the Boone County Annex Building, 613 East Ash Street, Columbia, MO 65201. A site visit will follow. All potential bidders are urged to attend.

1.5. AWARD - Award shall be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.6. PROPOSED SOLICITATION AND AWARD SCHEDULE

Release of Request for Bid	September 3, 2015
Pre-Bid Conference	September 9, 2015
Deadline for Submitting Questions	September 17, 2015
Bid Responses Due	September 24, 2015
Bid Evaluation	September 25 <sup>th</sup> – September 30 <sup>th</sup>
Contract Award	October 8, 2015
Notice to Proceed	October 15, 2015
Project Completion	November 30, 2015

1.7. CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.7.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- a. the provisions of the Contract (as it may be amended);
- b. the provisions of the Bid;
- c. the provisions of the Bidder's Response.

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

1.9. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.

1.10. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

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### 2.1. INSURANCE

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

2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the



Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
  - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In

addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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

2.3. CRIMINAL BACKGROUND CHECK - Boone County reserves the right to approve individuals who will be working on this project. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project.

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

- 2.5. OSHA PROGRAM REQUIREMENTS – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.5.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
- 2.5.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.6. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- 2.6.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.
- 2.7. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are “major repairs”. Any questions regarding “major repairs” should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is

reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org), or call the Purchasing offices at 573-886-4392.

- 2.7.1. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.7.2. Records - The Contractor and each subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project’s acceptance.
- 2.7.3. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.
- 2.7.4. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a subcontractor under them.
- 2.7.5. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.7.6. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

2.8. LIEN WAIVERS - Prior to the release of a project’s final payment amount, Contractor shall file with the County a completed affidavit, to the effect that all payments have been

made and all claims have been released for all materials, labor and other items covered by the contract.

- 2.9. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. PROJECT MANAGER – Bob Davidson, Manager of Boone County Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201.
- 2.11. INVOICES AND PAYMENT – Vendor shall submit an invoice at project completion. All charges must be priced as listed on the vendor’s bid response. No additional fees or taxes shall be charged. The County’s Purchase Order Number must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents. A lump sum payment shall be made upon acceptance by Boone County. Invoices shall be submitted to Boone County Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201.
- 2.12. BONDS – Bidders submitting a bid amount exceeding \$25,000.00 are required to furnish the following bonds.
- 2.12.1. Bid Bond – Bidder shall include with bid a certified check, Treasurer’s check or cashier’s check, or a bidder’s bond payable to the County of Boone for five percent (5%) of Amount Of Bid. If this bid is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the bid guaranty shall be forfeited to the County. Bid guaranties will be returned as per Section 103.3, Missouri Standard Specifications for Highway Construction.
- 2.12.2. Performance Bond & Labor and Materials Payment Bond – The successful Contractor shall pay for and furnish, when applicable, within ten (10) days after written notice of acceptance of estimate, a Performance Bond and a Labor and Materials Payment Bond. Contractor shall provide and pay the cost of both bonds,

each in the full amount of the “Not to Exceed” amount for the estimated work. Bonds shall be issued by a Surety Company licensed in Missouri, with an “A” minimum rating of performance as stated in the most current publication of Best’s Key Rating Guide, Property Liability, which shall show a financial strength rating of at least five (5) times the Contract Price. Each bond shall be accompanied by a Power of Attorney authorizing the Attorney-in-Fact to bind the Surety and certified to include the date of the bond.

### 3. PRIMARY SPECIFICATIONS

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3.1. SCOPE OF WORK – The County of Boone seeks to replace the roof of the county owned building located at 1900 East Prathersville Road, Columbia, MO 65202, currently occupied by Reality House Programs, Inc. The County desires to install ribbed metal panels similar to the existing roof. Some side walls of the building have metal panels identical to those on the existing roof. Since the side panels will not be replaced, it is necessary that the new roof match the panels on the sides of the building. The scope of work includes the removal of the existing roof system down to the wood deck and the disposal of such according to all local, state, and national codes. The bid price shall include any and all labor and material necessary to complete the roof replacement project of the 7,484 square foot building.

3.2. MATERIALS – All materials provided by the Contractor shall be new material.

3.2.1. Panels – The Max-Rib Exposed Fastener Panel by McElroy Metal has been identified as a metal panel similar to the existing metal roof panels and shall be used for the purpose of describing the desired panels to be used. Please use the Response Form provided in this Request for Bid to price this panel or an equivalent panel. The County will choose the color of the metal panels after bid closing.

- Low profile ¾” panel
- Rib height: .75”
- Distance between ribs: 9”
- Panel width: 36”
- Minimum slope: 1:12 (with sealant)
- Fire Rating: Class A
- Uplift Test: UL580 Class 90
- Class 4 Impact Resistance: UL 2218
- Fire Resistance: UL263

3.2.2. Underlayment – The County desires to use a self-adhered metal roofing underlayment to provide a moisture barrier between the roof deck and the metal panels. The description of TW-60 Sheet Waterproofing Membrane by TAMKO Waterproofing will be used for the purpose of describing a desired underlayment. Please price this product or an equivalent underlayment on the Response Form provided.

- Flexible, self-adhering, rubberized asphalt sheet waterproofing membrane.
- Polymer film on the surface
- Removable treated release film on the adhesive side

- Suited for below-grade waterproofing applications.
- 3.2.3. Samples of Panels and Underlayment – Bidders are asked to submit a 6”x6” sample of the metal panel and underlayment to be used for the roof replacement. Bidders shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. There shall be no direct charge to the owner for materials taken as samples.
- 3.2.4. Miscellaneous Materials – Roof edging, ridge caps, and all other materials used for this project shall match the color of the metal panels when applicable. All materials used are to be installed in proper position.
- 3.2.5. Gutters – The existing gutters are to be preserved and reinstalled by the Contractor.
- 3.3. INSTALLATION – The awarded Contractor shall be a company specializing in metal roofing. All products shall be installed according to the manufacturer’s specifications.
- 3.3.1. Hours of Installation – Installation shall occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless special arrangements are made with the Project Manager. Contractor’s personnel shall leave the premises immediately at the conclusion of their shift.
- 3.3.2. Workmanship – Workers shall make every effort to install a flawless roof system. New materials that have been dented, scratched, or damaged in any way by mishandling of the product before or during installation shall not be used. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.3.3. Damages - Existing items, structures, or areas on or surrounding the building that are damaged during the course of the work performed shall be repaired and restored to a condition equal to or better than it was before commencement of work at the Contractor’s expense.
- 3.3.4. Environmental Requirements – It shall be the Contractor’s responsibility to know the limitations of all products used during the replacement of the roof.
- 3.3.4.1. Contractor shall apply the underlayment as suggested by the manufacturer. Some, but not all, limitations of this product are listed below.
- Underlayment must not be applied to damp, frosty, or contaminated surfaces.
  - Underlayment must not be left exposed to sunlight for more than thirty (30) days.
  - Underlayment must not come into contact with products containing coal-tar pitch.
  - Underlayment should be applied between the temperatures of 35°F and 90°F.
- 3.3.5. Interference – The building will be occupied throughout the entire roof replacement. The roof of the building must be weather tight at all times. All work

scheduled by the Contractor shall be planned with the consent of the Project Manager and shall not in any way interfere with any utility, roadway, or the operation of the facility without the consent of the Project Manager.

3.3.6. Public Safety – Contractor shall provide appropriate warning signs during the project to insure public safety.

3.4. EMPLOYEE CONDUCT – Workers shall not have contact, verbal or physical, with any of the residents of Reality House Programs, Inc. The Contractor shall be responsible for proper personal conduct of all of Contractor’s personnel while they are on the premises or providing services hereunder. The Contractor shall not employ any person(s) on or about the premises that, while on the premises, uses improper language; acts in a loud or boisterous manner; whistles or calls to residents, visitors, or employees of Reality House Programs, Inc.; abuses controlled substances; consumes alcoholic beverages; or uses tobacco products. Contractor shall remove any employee whose conduct the County believes to be detrimental to the best interest of the County.

3.5. DELIVERY, STORAGE, AND HANDLING – Deliver products in the manufacturer’s original containers, dry and undamaged, seals and labels intact. All products are to be stored according to the manufacturer’s recommendations. A basketball court no longer in use that is located behind the building shall be provided by the County for the Contractor to use as a staging area. The security of the materials and equipment delivered and stored shall be the responsibility of the Contractor. The County is not responsible for theft or damage to the Contractor’s property.

3.5.1. All prices quoted on the Response Form shall be FOB Destination unloaded and installed.

3.6. CLEANUP AND DISPOSAL – The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor’s expense, shall dispose of all surplus material, rubbish, and debris such as solar panels and piping in addition to the original roof. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed and safely stored. Items that fall into the exercise yards shall be removed immediately. Contractor will need to coordinate with Reality House staff to retrieve any items from the yards that are used by the residents. Workers shall not ask residents to retrieve any items. A pre-bid conference will be held to allow bidders the opportunity to see the site and gain more knowledge of any disposal and project requirements.

3.7. WARRANTY AND GUARANTEE – Contractor warrants and guarantees to the 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. 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.

3.7.1. Correction or Removal of Defective Work – If required by the Project Manager, 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 the Project Manager, 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.

- 3.7.2. One (1) Year Correction Period – If within one (1) 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, within ten (10) days, without cost to the 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 the 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 shall be paid by the Contractor. In special circumstances where a particular item is placed in continuous service before substantial completion of 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.
- 3.7.3. Warranty from the Manufacturer – At the completion of the project, Contractor must furnish owner with a twenty (20) year warranty from the manufacturer. A sample of the warranty shall be submitted with the bid response.

3.8. INSPECTIONS – The Project Manager has direct charge of the project details. The Project Manager has the authority to reject defective material and to suspend and reject any work that is being improperly performed. The owner shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper and safe facilities for such access and inspection.

3.8.1. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Project Manager, 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.

3.8.2. The Contractor shall request the Project Manager to conduct a site inspection after the project is complete. Final project approval is contingent upon the Project Manager’s final inspection and written approval.

### 3.9. GENERAL

3.9.1. The Contractor to whom this contract is awarded shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations.

- 3.9.2. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any permits required by Boone County.
- 3.9.3. Bidders shall visit the site and familiarize themselves with all conditions surrounding the work so that any discrepancies between the bid specifications and the site are included in the bid.
- 3.9.4. Bidders shall obtain measurements for the roof replacement. Bidders have the sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of contract documents.
- 3.9.5. If a contradiction in the contract documents occurs, the more restrictive interpretation shall prevail and be included in that respective Contractor's bid.
- 3.9.6. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and ensure that these policies are enforced each day.
- 3.9.7. The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state laws, and all bidders submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws unless otherwise stipulated by the bidders herein.
- 3.9.8. The Contractor shall be represented at the site by a competent full-time superintendent/foreman from the beginning of the work until acceptance.
- 3.9.9. If requested by the County personnel, the Contractor and/or subcontractors shall be required to attend job progress meetings.
- 3.9.10. No subcontractors shall be used without prior approval from the Project Manager.

### 3.10. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.10.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
  - 3.10.1.1. The Bidder should submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
  - 3.10.1.2. The Bidder should provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.11. Experience - The Bidder should provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

## 4. RESPONSE PRESENTATION AND REVIEW

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- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 4.4. BID OPENING - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

5. RESPONSE FORM

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**Company Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**Materials, Installation, and Labor Costs:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. Bidders may price as many products as they feel is necessary. The space below only provides for the pricing of two of each product. Additional products may be priced on another page and added to this Response Form.

<b>Ribbed Metal Panel</b>	<b>Description &amp; Price</b>
Manufacturer	
Product Name/Identification	
Rib Height	
Distance between ribs	
Panel Width	
Length of Warranty (attach warranty information to this Response Form)	
Number of colors available (attach color sample page to this Response Form)	
Price per panel	\$

<b>Ribbed Metal Panel</b>	<b>Description &amp; Price</b>
Manufacturer	
Product Name/Identification	
Rib Height	
Distance between ribs	
Panel Width	
Length of Warranty (attach warranty information to this Response Form)	
Number of colors available (attach color sample page to this Response Form)	
Price per panel	\$
<b>Self-Adhered Metal Roofing Underlayment</b>	<b>Description &amp; Price</b>
Manufacturer	
Product Name/Identification	
Roll Width	
Roll Length	
Product Thickness	
Length of Warranty (attach warranty information to this Response Form)	
Price per roll	\$
<b>Self-Adhered Metal Roofing Underlayment</b>	<b>Description &amp; Price</b>
Manufacturer	
Product Name/Identification	
Roll Width	
Roll Length	
Product Thickness	

Length of Warranty (attach warranty information to this Response Form)	
Price per roll	\$
<b>Miscellaneous Materials</b>	<b>Price</b>
Roof Edging	\$
Ridge Caps	\$
Other	\$
	\$
	\$
	\$
<b>Installation and Labor Costs</b>	<b>Price</b>
Removal and Disposal of Existing Roof and any Other Materials	\$
Installation of New Roof	\$
Remove and Reinstall Gutters	\$
<b>GRAND TOTAL</b>	<b>\$</b>

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

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. List federal tax identification number: \_\_\_\_\_. If not incorporated, state type of business (sole proprietor, partnership, or other): \_\_\_\_\_. Fed tax ID or SS number: \_\_\_\_\_.
6. Number of years engaged in business under present firm name: \_\_\_\_\_
7. If you have done business under a *different name*, please give name and business location under that name: \_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company?  
 Yes       No  
If yes, where and why? \_\_\_\_\_
10. Have you ever defaulted on a contract or been in litigation for services performed?  
 Yes       No  
If so, give details: \_\_\_\_\_  
\_\_\_\_\_
11. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_
12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

**\* Attach additional sheets as necessary \***



**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for metal roof replacements.

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services:**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services:**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services:**

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

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

My Commission Expires:

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

**(Please complete and return with Bid)**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Print Name and Title of Authorized Representative

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Signature

---

Date

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)  
\_\_\_\_\_ of the (name of company)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

*Note: This document to be returned by the awarded contractor at project completion.*





## **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 bidders. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The Contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

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**BID INFORMATION:**

**Bid Number: 58-24SEP15**

**Bid Title: Metal Roof Replacement – Reality House Programs, Inc.**

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

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

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

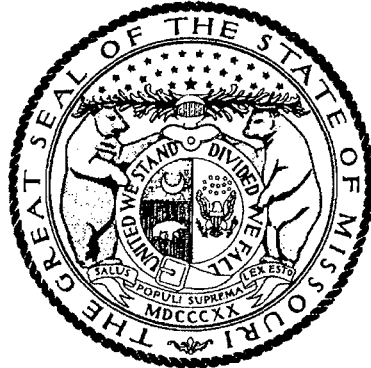
Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# 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



**REPLACEMENT PAGE  
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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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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.

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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.

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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
Oiler-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.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

3rd

day of

November

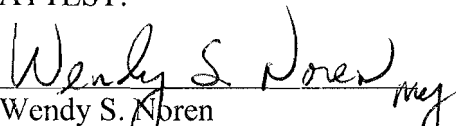
20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Darren and Amra Bunten in the amount of \$17,344.14, as recommended by the County Treasurer.

Done this 3rd day of November, 2015

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

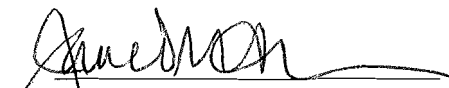
  
 Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner

  
 Janet M. Thompson

District II Commissioner

**Commission Order:**

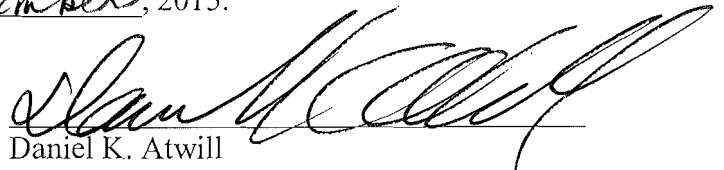
Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2014 tax sale surplus relating to **Parcel 16-306-00-02-189.00 01:**


Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Darren Buntun and Amra Buntun, husband and wife. Darren Buntun and Amra Buntun** have filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 2187, Page 666, Boone County Records, and other supporting documentation filed by the applicants are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **Darren Buntun and Amra Buntun** were the record owners of the subject property at the time of the delinquent land tax auction, and as such is entitled to the total surplus of **\$17,344.14**, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Darren Buntun and Amra Buntun** in the amount of **\$17,344.14** via check payable to **Darren Buntun and Amra Buntun** in that amount.

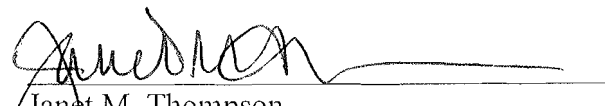
Done this 3rd day of November, 2015.

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Janet M. Thompson  
District II Commissioner



**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** 16-306-00-02-189.00 01

**Property Location** 914 WINGHAM DR

**City** COLUMBIA (01)  
**Library** COL LIBRARY

**Road** COMMON ROAD DISTRICT (CO)  
**Fire**

**School** COLUMBIA (C1)

**Owner** BUNTEN DARREN & AMRA  
**Address** 914 WINGHAM DR  
**City, State Zip** COLUMBIA, MO 65202 - 4300

**Subdivision Plat Book/Page** **0023 0030**

**Section/Township/Range** 2 48 13

**Legal Description** PARKADE NORTH PLAT 11  
 LOT 171 EXC EPT

**Lot Size** 62.22 x 111.73

**Irregular shape** Y

**Deed Book/Page** **2187 0666** **1069 0428**

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	19,800	83,100	102,900	RI	3,762	15,789	19,551
<b>Totals</b>	<b>19,800</b>	<b>83,100</b>	<b>102,900</b>	<b>Totals</b>	<b>3,762</b>	<b>15,789</b>	<b>19,551</b>

**Most Recent Tax Bill(s)**

**Residence Description**

**Year Built** 1990

**Use** SINGLE FAMILY  
 (101)

**Basement** PARTIAL (3)

**Attic** NONE  
 (1)

**Bedrooms** 3

**Main Area** 1,394

**Full Bath** 2

**Finished Basement Area** 0

**Half Bath** 0

**Total Rooms** 6

**Total Square Feet** 1,394

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Property Information

Property Location (Situs Address)	914 WINGHAM DR
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<b>Legal Description</b>  <u>FBP</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	PARKADE NORTH PLAT 11 LOT 171 EXC EPT	<b>RECEIVED</b>  MAY 23 2014  BOONE COUNTY COLLECTOR

Vesting Deed

Name of Owner(s)	BUNTEN DARREN & AMRA
Address	914 WINGHAM DR, COLUMBIA MO 65202-4300
Title Taken By	GENERAL WARRANTY DEED
Date of Deed	04/16/2003
Date Recorded	04/18/2003
Book/Page	2187/666
Address Correction	

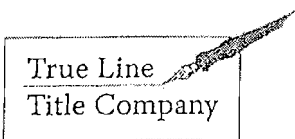
Open Deed(s) of Trust

First Deed of Trust	WELLS FARGO FINANCIAL MISSOURI INC
Lender's Address	2101 W BROADWAY STE 206, COLUMBIA, MO 65203
Deed of Trust Date	12/22/2006
Date Recorded	12/28/2006 10:15:54 AM
Book/ Page	3072/101
Loan Amount	\$135,324.05
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/15/2014



True Line Title Company  
 110 E Ash Street  
 Columbia, MO 65203

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	
Date	
Address	
Case #	

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



True Line Title Company  
110 E Ash Street  
Columbia, MO 65203

Boone County, Missouri  
Unofficial Document

666



Recorded in Boone County, Missouri

Date and Time: 04/18/2003 at 02:32:57 PM

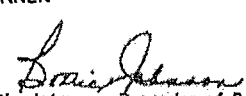
Instrument # 2003014739 Book 02187 Page 0666

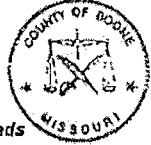
First Grantor MUSBACH, DEBORAH ANN

First Grantee BUNTEN, DARREN

Instrument Type WD

Recording Fee \$26.00

  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 16th day of, April, 2003, by and between  
Deborah Ann Musbach, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and  
Darren Buntten and Amra Buntten, husband and wife

Grantee(s),

Grantee(s) address. 914 Wingham Dr. Columbia, MO 65202  
of the County of Boone, State of Missouri party 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 (\$1.00) 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 the State of Missouri, to-wit:

Lot One Hundred Seventy-one (171) of PARKADE NORTH PLAT ELEVEN (11) as shown by the Plat recorded in Plat Book 23, Page 30, Records of Boone County, Missouri, EXCEPT that part of said Lot One Hundred Seventy-one (171), more particularly described as follows:

BEGINNING at the Southeast corner of said Lot One Hundred Seventy-one (171); thence South 87°00'00" West, 5.17 feet to the Northwest corner of Lot One Hundred Seventy-three (173) of Parkade North Plat Eleven (11), thence North 0°19'10" East, 100.95 feet; thence along a 400.00 foot curve to the left, 4.12 feet, said curve having a chord South 89°58'35" East, 4.12 feet to the Northeast corner of said Lot One Hundred Seventy-one (171); thence South 0°16'15" East, 100.68 feet to the POINT OF BEGINNING, Boone County Records.



Boone County, Missouri  
Unofficial Document

667

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 the 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 2003, 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 above written.

Deborah Ann Musbach  
Deborah Ann Musbach

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF Boone )

On this 16th day of April, 2003, before me personally appeared:  
Deborah Ann Musbach, a single person

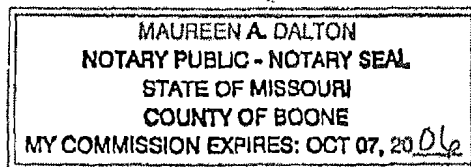
to me known to be the person or persons described in and who executed the same as her  
free act and deed.

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

Maureen A. Dalton

Notary Public

My Commission Expires:





**Tom Darrough**  
**BOONE COUNTY TREASURER**

**SURPLUS CLAIM**

**NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED**

I, Darren C. Bunten & Amra Bunten, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$17,344.14 resulting from the tax certificate sale conducted by the Boone County Collector on 08/25/2014. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: Parcel: 16-306-00-02-189.11

Parcel address: 914 Wingham Dr

Legal Description: L171 Parkade North Plat 11 as shown in Plat Book/Page 23/30/except part more particularly desc as: Beg at SE cor of said L171; thence S87\*00'00"W, 5.17' to NW cor L173; thence N00\*19'10"E, 100.95'; thence along a 400.00' curve to the left, 4.12'; said curve having a chord S80\*58'35"E, 4.12' to the Ne cor of said L171; thence S00\*16'15", 100.68' to POB as rec WD Book/Page 2187/666

Current mailing address:

914 WINGHAM DR.

Street

COLUMBIA

City

MISSOURI

State

65202

Zip

Current mailing address (if second different than first party):

SAME

Street

City

State

Zip

Social Security Number: \_\_\_\_\_

Driver's License/State ID Number: \_\_\_\_\_

Daytime Telephone Number(s): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License/State ID Number: \_\_\_\_\_

Daytime Telephone Number(s): \_\_\_\_\_

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



**Tom Darrough**  
**BOONE COUNTY TREASURER**

All parties must sign and notarize on following page.

Signature Anna Buntan

Date 10/6/15

State of Missouri  
County of Boone

On this 6 day of October in the year 2015, before me, the undersigned notary public, personally appeared Anna Buntan, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

CHRISTINA M. JOHNSON  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires February 12, 2018  
Commission #14500100

Christina M Johnson  
Notary Public

Signature [Signature]

Date 10-6-2015

State of Missouri  
County of Boone

On this 6 day of October in the year 2015, before me, the undersigned notary public, personally appeared Darren C Buntan, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

CHRISTINA M. JOHNSON  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires February 12, 2018  
Commission #14500100

Christina M Johnson  
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

**YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).**

Once paperwork is received and verified a check will be issued and mailed to address above.

MAINSCR  
BOONE

Tax Excess Online Main Screen

TRCHRISTY 16:01:54  
10/05/15

Record #: 712

Owner: BUNTEN, DARREN & AMRA

Purchaser: SANDHU, KARANBIR S

Date: 8/25/2014

Sale Amount:	21,000.00	Tax & Cost Amount:	3,655.86
Special Assmt:	.00	Over Amount:	17,344.14
Receipt #:	2841	or Journal Entry #:	

Paid Date:

Paid Amount: .00

Check Number: or Journal Entry #:

Explanation:

F1=Add Record F2=Key Screen F3=Exit F4=Delete

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

3rd

day of

November

20 15

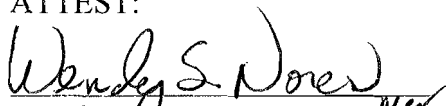
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the following revisions to the Boone County Investment Policy:

- Page 9 – U.S. Government agencies, and government sponsored enterprises – was 60%, now 80%
- Page 9 - U.S. Government agency callable securities – was 30%, now 50%

Done this 3rd day of November, 2015

ATTEST:

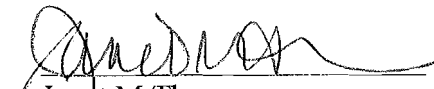
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

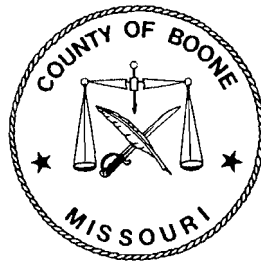


Karen M. Miller  
District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# COUNTY OF BOONE – MISSOURI

## INVESTMENT POLICY



***Tom Darrough***  
***Boone County Treasurer***  
***801 E. Walnut, Room 205***  
***Columbia, MO 65201***  
***Phone: (573) 886-4365***  
***Fax: (573) 886-4369***

***Adopted by Commission on October 19, 1999***  
***Revised on November 3, 2015***  
***Commission Order # 519-2015***

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## **I. Scope**

The purpose of the Investment Policy (the “Policy”) adopted by the County of Boone, Missouri (the “County”) is to guide investment decisions for the County’s investment portfolio managed by the County Treasurer within statutory and legal requirements. This Policy applies to the investment of all operating and long-term funds of the County and entities entering into an investment agreement with the County. Longer-term funds, including investments of employees' retirement funds and certain debt service funds, are covered by separate policies. The Constitution and Laws of the State of Missouri authorize the County Treasurer to invest monies not needed for daily operations of the County. The County Treasurer shall manage the Policy and it shall be reviewed on an annual basis, with any modifications made to the Policy approved by the County Commission.

### **1. Pooling of Funds**

Except for cash in certain restricted and special funds, the County will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with the generally accepted accounting principles.

### **2. External Management of Funds**

Investment through external programs, facilities and professionals operating in a manner consistent with this Policy will constitute compliance.

## **II. General Objectives**

The primary objectives, in priority order, of investment activities shall be legality, safety, liquidity, and yield:

### **1. Legality**

The County Treasurer will invest the county’s excess funds only within the legal guidelines set forth by the Constitution and Laws of the State of Missouri. Any investment alternative outside these parameters is not permissible.

### **2. Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- **Credit Risk:** The County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
  - Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the County will do business.
  - Diversifying the portfolio so that potential losses on individual securities will be minimized.



- **Interest Rate Risk:** The County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
  - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
  - Investing operating funds primarily in shorter- term securities.

### **3. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchased agreements that offer same-day liquidity for short-term funds.

### **4. Yield**

The investment portfolio shall be designed with the objectives of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

## **III. Standards of Care**

### **1. Prudence**

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by those with investment authority is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” Employees and investment officials acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy.

## **2. Ethics and Conflicts of Interest**

Employees and officials involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions in which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the County.

## **3. Delegation of Authority**

Authority to manage the investment program is granted to the County Treasurer, and/or staff authorized by the County Treasurer, hereinafter referred to as investment official and derived from RSMo 110.270. Responsibility for the operation of the investment program is hereby delegated to the investment official, who shall act in accordance with the established procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the investment official. The investment official shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of employees involved in the investment process.

# **IV. Investment Transactions**

## **1. Authorized Financial Dealers and Institutions**

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security brokers/dealers selected by creditworthiness as determined by the investment official. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as requested:

- Audited financial statements.
- Proof of National Association of Securities (NASD) certification
- Certification of having read and understood and agreeing to comply with the County's Policy.

## **2. Internal Controls**

The investment official is responsible for establishing and maintaining internal control structure that will be reviewed annually with the County's independent auditor. The internal control structure shall be designed to ensure the assets of the County are

protected from loss, theft, and misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognized that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management. Controls deemed most important include: separation of duties, separation of transaction authority from accounting and record keeping, clear delegation of authority, written confirmation of all transactions, minimizing the number of authorized investment officials, avoidance of physical delivery of securities, and wire, depository, and safekeeping/custodial agreements.

### **3. Delivery vs. Payment**

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of the County and shall be held by a third-party custodian as evidenced by safekeeping receipts.

## **V. Suitable and Authorized Investments**

### **1. Investment Types**

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the County will consider and which shall be authorized for the investments of funds by the County.

- **Governmental and Agency Debt:** Securities issued by and/or guaranteed by the Federal Government or an agency or instrumentality of the Federal Government:
  - **United States Treasury Securities.** The County may invest in obligations of the United States Government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
  - **United States Agency Securities.** The County may invest in obligations issued or guaranteed by any agency of the United States Government as described in Section V.2.
- **Fixed Income investments secured by FDIC insurance and/or Collateral:**
  - **Repurchase Agreements.** The County may invest in contractual agreements between the County and commercial banks or primary government securities dealers. The purchaser in a repurchase (repo) agreement enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices. Repos are collateralized as dictated by State statute and Section V.4.
  - **Collateralized Public Deposit Accounts.** Instruments, such as certificates

of deposit, or accounts issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The deposit accounts are required to be backed by acceptable collateral securities as dictated by State statute and Section V.4.

- **Other Fixed Income Debt issued by Commercial Enterprises:** It should be noted that investments in the following instruments require an additional level of care and prudence when undertaken by the investment official. Because these investments are commercial credits as opposed to governmental credit, or subject to the added safety of collateral, the risk of loss of principal is higher for the following investments than in the four prior categories.
  - **Banker's Acceptances.** Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as banker's acceptances (BAs). An issuing bank must have received the highest letter and numeral ranking (i.e., A1 / P1) by at least one nationally recognized statistical rating organization (NRSRO). Must be issued by domestic commercial banks. Purchases of BAs may not exceed 180 days to maturity. No more than 5% of the total market value of the portfolio may be invested in the BAs of any one issuer and no more than 30% of the entire portfolio may be invested in BAs.
  - **Commercial Paper.** Commercial paper which has received the highest letter and numeral ranking (i.e., A1 / P1) by at least two NRSROs. Eligible paper is further limited to issuing corporations that have a total commercial paper program size in excess of \$250,000,000 and have long term debt ratings, if any, of "A" or better from at least one NRSRO. Purchases of commercial paper may not exceed 180 days to maturity. Approved commercial paper programs should provide some diversification by industry. Additionally, purchases of commercial paper in industry sectors that may from time to time be subject to undue risk and potential illiquidity should be avoided. The only asset-backed commercial paper programs that are eligible for purchase are fully supported programs that provide adequate diversification by asset type (trade receivables, credit card receivables, auto loans, etc.) No securities arbitrage programs or commercial paper issued by Structured Investment Vehicles (SIV's) shall be considered. No more than 5% of the total market value of the portfolio may be invested in the commercial paper of any one issuer. No more than 30% of the entire investment portfolio may be invested in commercial paper.

## 2. Security Selection

The following list represents the government agency securities that County will consider and which shall be authorized for the investment of funds by the County. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- **U.S. Government Agency Coupon and Zero Coupon Securities.** Bullet coupon bonds with no embedded options.

- **U.S. Government Agency Discount Notes.** Purchased at a discount with maximum maturities of one (1) year.
- **U.S. Government Agency Callable Securities.** Restricted to securities callable at par only with final maturities of five (5) years.
- **U.S. Government Agency Step-Up Securities.** The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of five (5) years.
- **U.S. Government Agency Floating Rate Securities.** The coupon rate floats off one index restricted to coupons with no interim caps that reset at least quarterly.
- **U.S. Government Mortgage Backed Securities.** Restricted to securities with final maturities of five (5) years.

### **3. Investment Restrictions and Prohibited Transactions**

To provide for the safety and liquidity of the County's funds, the investment portfolio will be subject to the following restrictions:

- Borrowing for investment purposes ("leverage") is prohibited.
- Instruments known as variable rate demand notes, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.
- No more than 5% of the total market value of the portfolio may be invested in BAs issued by any one commercial bank and no more than 5% of the total market value of the portfolio may be invested in commercial paper of any one issuer.

### **4. Collateralization**

Collateralization will be required on two types of investments: deposit accounts and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the market value (including accrued interest) of the collateral should be at least 102%.

For deposit accounts, the market value of collateral must be at least 100% or greater of the amount of deposit plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits of a depository institution must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The County shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the County's security interest

in collateral pledge to secure deposits is enforceable against the receiver of a failed financial institution.

The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fedwire book entry system. Securities will be delivered to the County's designated custodial agent. Funds and securities will be transferred on a delivery vs. payment basis.

## **VI. Investment Parameters**

### **1. Diversification**

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

- **U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government:** 100%
- **Collateralized time and demand deposits:** 100%
- **U.S. Government agencies, and government sponsored enterprises:** No more than 80%
- **Collateralized repurchased agreements:** 50%
- **U.S. Government agency callable securities:** No more than 50%
- **Commercial Paper:** No more than 30%
- **Banker's Acceptances:** No more than 30%

### **2. Maximum Maturities**

To the extent possible, the County shall attempt to match its investments with anticipated cash flow requirements. Investments in BAs and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchases. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The County shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

## **VII. Reporting**

### **1. Methods**

The investment office shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner that will allow the County to ascertain whether investment activities during the reporting period have conformed to the Policy. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities (in accordance with Government Accounting Standards Board (GASB) 31 requirements).[Note, this is only required annually]
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

### **2. Performance Standards**

The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

### **3. Marking to Market**

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

## **VIII. Policy Considerations**

### **1. Exemption**

Any investment currently held that does not meet the guidelines of this Policy shall be exempt from the requirements of this Policy. At maturity or liquidation, such monies shall be reinvested only as provided by this Policy.

## **Appendix I**

### **Glossary of Terms**

#### **Agency**

A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA) and an example of an FSA is the Federal Mortgage Association (FNMA). Agency bonds do not include those issued by the U.S. Treasury or by municipalities.

#### **Banker's Acceptance (BAs)**

A short-term financial instrument that is the unconditional obligation of the accepting bank. BAs arise from transactions involving the import, export, transit, or storage of goods – domestic as well as international transit. For investors, it is important to realize that the underlying transaction that gives rise to a BA is almost completely irrelevant to the credit quality or the liquidity of the instrument. The actual BA is created at a late stage in the underlying transaction when a bank accepts its obligation to pay the holder of the accepted draft. In other words, when the transaction becomes a BA it becomes an unconditional obligation of the accepting bank. From an investor's point of view, a BA is a bank obligation that has at least the same credit strength as any CD issued by the same bank. In fact, BAs are typically stronger than CDs because in addition to the credit strength of a drawer; an endorsing bank, if one is involved in the transaction; and usually by the pledge of documents representing ownership of the trade goods and insurance on the goods. BAs do not, however, carry federal deposit insurance. BAs are considered safe, liquid, short-term money market investments.

#### **Basis Point**

In reference to bond yields, 1/100 percent (i.e., 0.01 percent). Thus, 50 basis points equal 0.5 percent.

#### **Bear Market**

For fixed-income securities, a period when yields are rising and bond prices are falling.

#### **Broker**

A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions.

#### **Bullet**

A noncallable bond. Securities whose cash flows are known with certainty (no call dates).



**Call Price**

The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**Call Risk**

The risk to a bondholder that a bond may be redeemed prior to maturity.

**Callable Bond**

A bond that the issuer has the right to redeem prior to maturity. Some callable bonds may be redeemed on one call date while others have multiple call dates. Some callable bonds may be redeemed at par while others can only be redeemed at a premium.

**Certificate of Deposit (CD)**

A deposit of funds, in a bank or savings and loan association, for a specified term that earns interest at a specified rate or rate formula. They may be for terms as short as 1 week or as long or longer than 10 years.

**Commercial Paper**

Unsecured, short-term promissory notes issued by corporations for specific amounts and with specific maturity dates. Firms with lower ratings or firms without well-known names usually back their commercial paper with guarantees or bank letters of credit. Commercial paper may be sold on a discount basis or may bear interest. Terms can be as short as 1 day and usually do not exceed 270 days.

**Coupon Rate**

The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

**Custodial Agent**

An entity that holds collateral for deposits with financial institutions, investment securities, or securities underlying repurchase agreements.

**Delivery vs. Payment (DVP)**

The simultaneous exchange of securities and cash. The safest method of settling either the purchase or sale of a security. In a DVP settlement, the funds are wired from the buyer's account and the security is delivered from the seller's account in simultaneous, interdependent wires.

**Discount Bond**

A bond selling for less than its face value.

**GASB 31**

Statement No. 31 of the Governmental Accounting Standards Board: Accounting and Financial Reporting for Certain Investments and for External Investment Pools, establishes accounting standards for securities owned by governmental entities.

**Government Accounting Standards Board (GASB)**

An accounting industry organization; part of the Financial Accounting Foundation. GASB issues statements of accounting standards that define and govern GAAP for state and local government entities in the United States.

**Liquidity**

A measure of the ease with which an asset can be bought or sold.

**Lockout Period**

A period of time during which a callable security cannot be redeemed by its issuer.

**Mark to Market**

The process of restating the carrying value of an asset or liability to equal its current market value.

**Market Value**

The price at which a security is trading and presumably could be purchased or sold at a particular point in time.

**Market Yield**

The yield bid for a security when selling, or the yield asked for when buying.

**Maturity**

The date on which the principal or stated value of an investment becomes due and payable.

**Par Value**

The amount of principal which must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

**Premium Bond**

A bond that sells for more than its face value.

**Principal**

The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

**Repurchase Agreement (Repo)**

A form of secured, short-term borrowing in which a security is sold with a simultaneous agreement to buy it back from the purchaser at a future date. The purchase and sales agreements are simultaneous, but the transactions are not. The sale is a cash transaction while the return purchase is a forward transaction since it occurs at a future date. The seller/borrower pays interest to the buyer at a rate negotiated between the parties. Rates paid on repos are short-term money market interest rates and are completely unrelated to the coupon rate paid on the instrument being purchased.

**Safekeeping**

An arrangement under which a third party holds securities under safe, controlled conditions. A safekeeping arrangement is evidenced by a safekeeping receipt. Holding of assets (e.g., securities) by a financial institution.

**Settlement Date**

With respect to the sale of a security, the date on which the money and the security change hands.

**Step-up Coupon**

A coupon that increases incrementally over the life of the security.

**Structure**

For a callable agency bond, the formula used to determine the security's coupon. Fixed and step-up are two examples of structure.

**Swap**

The sale of one or more securities in order to purchase one or more different securities with the proceeds from the sale. Bond swaps usually take advantage of changes in market conditions or more favorable investment characteristics. For example, swaps are often done to lengthen or shorten maturities when investors change their outlook for future rates.

**Treasury Bills**

Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Bonds**

Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently the longest outstanding maturity for such securities is 30 years.

**Treasury Notes**

Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

**US Treasury Obligations**

Debt obligations of the U.S. government sold by the Treasury Department in the form of bills, notes, and bonds. Bills are short-term obligations that mature in 1 year or less and are sold on the basis of a rate of discount. Notes are obligations that mature between 1 year and 10 years. Bonds are long-term obligations that generally mature in 10 years or more.

**Weighted Average Maturity (WAM)**

The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

**Yield-to-call (YTC)**

The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield-to-maturity (YTM)**

The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities**

Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

## Appendix II

### Statutes of Interest

<u>Description</u>	<u>Chapter/Section</u>
Depository requirements for public funds	Chapter 110
Invest monies not needed for current operations	110.270
Investing in deposit accounts and CDARS	67.085
Investment policy requirements	30.260, 30.950
	30.270, 110.010 -
Listing of acceptable collateral for public funds	110.020
Listing of acceptable investments	Article IV, Section 15
Provides investment authority	110.270

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

3rd

day of November

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 Cooperative Agreement between the Boone County Commission through the Boone County Sheriff's Department and the Wright City Police Department for K-9 Basic Training Services.

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

Done this 3rd day of November, 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

\$1800 -  
K-9 Training  
1030

## COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 13<sup>th</sup> day of October, 2015, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and the Wright City Police Department (Agency):

**WHEREAS**, BCSD can provide K-9 basic training through its certified K-9 training staff; and

**WHEREAS**, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

- N/A* ~~**ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.~~ *ME107*
- TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
- EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
- CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 13th\_ day of October\_, 2015\_, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Wright City Police Dept.

By: MTK 107

Printed Name: Matthew J. Eskew

Dated: 10-07-2015

ATTEST: [Signature]

BOONE COUNTY, MISSOURI

By: [Signature]

Daniel K. Atwill, Presiding Commissioner

Dated: 11-3-15

ATTEST: [Signature]  
Wendy S. Noren, County Clerk

APPROVED – BCSD:  
[Signature]  
Dwayne Carey, Sheriff

APPROVED AS TO FORM:  
[Signature]  
C.J. Dykhouse, Boone County Counselor

**CERTIFICATION:**

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

[Signature] Auditor Date 10/20/15 Revenue Only 2570-3569



Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

ASSUMPTION OF RISKS: I acknowledge that participation in the K-9 Training Program [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

**Signature of Participant/Date**

X Jonny C. Daniels

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of November

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 following budget revision for the Public Works Department to cover the cost of a professional services contract with Allstate Consultants.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	71002	PW - Maintenance Operations	Auto Liability Insurance	10,000	
2049	71101	PW - Administration	Professional Services		10,000

Done this 3rd day of November, 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, MISSOURI  
REQUEST FOR BUDGET REVISION**

**RECEIVED**

10/13/15

EFFECTIVE DATE

OCT 23 2015

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	71002	PW-Maintenance Operations	Auto Liability Ins	10,000	
2049	71101	PW-Administration	Professional Services		10,000
				<u>10,000</u>	<u>10,000</u>

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

This budget revision is required to cover the cost of a professional services contract for a local engineering firm to produce documents & attend meetings to obtain re-zoning of the Public Works property located at the intersection of Barnes School Rd & Hwy 124 prior to selling the property.

*RECLASS. FOR PROPERTY ZONING*

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO  
If not, please explain (use an attachment if necessary):

*[Signature]*  
\_\_\_\_\_  
Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**  
-----

- ~~N/A~~ A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

*Agenda*

*[Signature]* Auditor's Office

*[Signature]* PRESIDENTIAL COMMISSIONER

*[Signature]* DISTRICT I COMMISSIONER

*[Signature]* DISTRICT II COMMISSIONER

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

COPY

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Allstate Consultants 3312 Lemone Industrial Blvd, Columbia, MO 65201

Project/Work Description: Prepare documents to request re-zoning for County owned property located at Barnes School Road and Highway 124

Proposal Description: Meetings, survey and document preparation as set forth in the attached proposal submitted by ~~Jamie R. Jeffries~~  
James

Modifications to Proposal: Fees and expenses shall not exceed \$10,000.00 for the planned re-zoning request. Additional work of preparing a final plat will be an additional \$1500, but will not be performed without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ALLSTATE CONSULTANTS

By [Signature]  
Title VP  
Dated: 10/19/15

BOONE COUNTY, MISSOURI

By \_\_\_\_\_  
Presiding Commissioner  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

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

APPROVED:

[Signature]  
Department Director

Certification:

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

[Signature] 10/23/15 2049-71101  
Auditor by [Signature] Date

Year, <b>2015</b>	Original Appropriation	<u>23,000.00</u>
Dept, <b>2040 PW-MAINTENANCE OPERATIONS</b>	Revisions	<u>                    </u>
Acct, <b>71002 AUTO LIABILITY INS</b>	Original, + Revisions	<u>23,000.00</u>
Fund, <b>204 ROAD &amp; BRIDGE FUND</b>	Expenditures	<u>12,874.00</u>
	Encumbrances	<u>                    </u>
Class/Account, <b>A ACCOUNT</b>	Actual To Date	<u>12,874.00</u>
Account, Type, <b>E EXPENSE</b>	Remaining Balance	<u>10,126.00</u>
Normal, Balance, <b>D DEBIT</b>	Shadow Balance	<u>10,126.00</u>

Expenditures by Period

January	<u>12,874.00</u>	July	<u>                    </u>
February	<u>                    </u>	August	<u>                    </u>
March	<u>                    </u>	September	<u>                    </u>
April	<u>                    </u>	October	<u>                    </u>
May	<u>                    </u>	November	<u>                    </u>
June	<u>                    </u>	December	<u>                    </u>

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of November

20 15

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

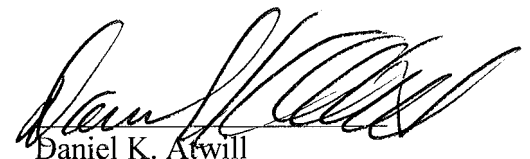
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision regarding the Deputy Public Administrators Workers Comp code changing to one with a much higher rate.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1200	10400	Public Administrator	Workers Comp		8,338
1123	86800	Emergency & Contingency	Emergency	8,338	

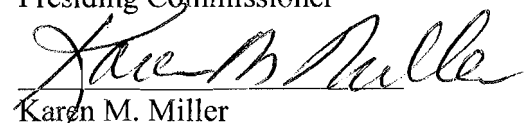
Done this 3rd day of November, 2015.

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, MISSOURI REQUEST FOR BUDGET REVISION

10/15/15

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1200	10400	PUBLIC ADMINISTRATOR	WORKERS COMP		8,338
1123	86800	EMERGENCY & CONTINGENCY	EMERGENCY	8,338	
				<u>8,338</u>	<u>8,338</u>

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

The Deputy Public Administrators had their Workers comp code changed to one with a much higher rate. TO COVER CLASS ONE

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO  
If not, please explain (use an attachment if necessary):

Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda

HA  
Auditor's Office
[Signature]  
PRESIDING COMMISSIONER
[Signature]  
DISTRICT I COMMISSIONER
[Signature]  
DISTRICT II COMMISSIONER





SUBLSCR BOONE      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN      10/15/15 08:23:49  
 Year, 2015      Original Appropriation      743.00  
 Dept, 1200 PUBLIC ADMINISTRATOR      Revisions  
 Acct, 10400 WORKERS COMP      Original, + Revisions,      743.00  
 Fund, 100 GENERAL FUND      Expenditures,      9,080.11  
    Encumbrances

Class/Account, A ACCOUNT      Actual To Date,      9,080.11  
 Account, Type, E EXPENSE      Remaining Balance,      8,337.11-  
 Normal, Balance, D DEBIT      Shadow Balance,      8,337.11-

Expenditures by Period

January	<u>682.65</u>	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	<u>8,397.46</u>	December	_____

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions    F9=Budget

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of November

20 15

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

Now on this day the County Commission of the County of Boone does hereby declare December 24, 2015 a partial day holiday, pursuant to Boone County Personnel Policy 2.2. Holiday pay on December 24, 2015, for full time employees will be four (4) hours of regular pay. Holiday pay on December 24, 2015, for part time employees will be computed as follows:

Number of budgeted hours for position per year    X 4 hours X hourly rate of pay  
2080 hours

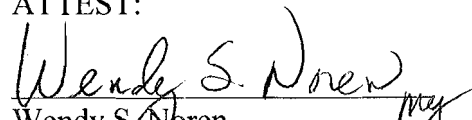
If a benefited employee works on December 24, 2015, she/he will receive both four (4) hours of holiday pay and compensation for actual hours worked.

In order to receive holiday pay on December 24, 2015, an employee must be on the payroll the workday immediately before and the workday immediately following December 24, 2015.

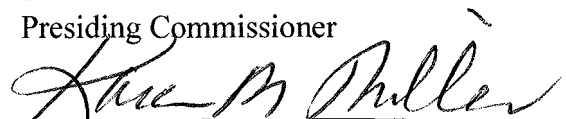
If December 24, 2015, falls within an employee's vacation or paid sick leave, time will not be chargeable to the employee's accumulated vacation or sick and medical leave balance.

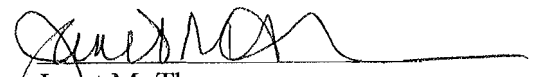
Done this 3rd day of November, 2015.

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

3rd

day of

November

20 15

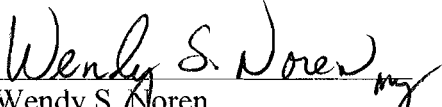
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement between the Boone County Commission and Allstate Consultants for document preparation to request re-zoning for County owned property located at Barnes School Road and Highway 124.

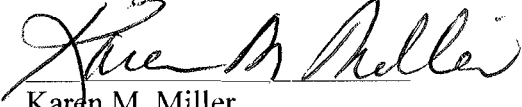
The terms of the Agreement are stipulated in the attached Consultant Services Agreement. It is further ordered the Presiding commissioner is hereby authorized to sign said Agreement.


Done this 3rd day of November, 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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Allstate Consultants 3312 Lemone Industrial Blvd, Columbia, MO 65201

Project/Work Description: Prepare documents to request re-zoning for County owned property located at Barnes School Road and Highway 124

Proposal Description: Meetings, survey and document preparation as set forth in the attached proposal submitted by ~~Jamie~~ R. Jeffries.  
James

Modifications to Proposal: Fees and expenses shall not exceed \$10,000.00 for the planned re-zoning request. Additional work of preparing a final plat will be an additional \$1500, but will not be performed without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ALLSTATE CONSULTANTS

By [Signature]  
Title VP  
Dated: 10/19/15

BOONE COUNTY, MISSOURI

By [Signature]  
Presiding Commissioner  
Dated: 11-3-15

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

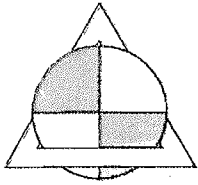
[Signature]  
Department Director

Certification:

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

[Signature] 10/23/15 2049-71101  
Auditor by [Signature] Date

524-2015



**ALLSTATE**  
**CONSULTANTS**

ENGINEERING • PLANNING • SURVEYING • GEOTECHNICAL • INVESTIGATIVE

October 5, 2015

Mr. Stan Shawver, Director  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201

RE: Zoning for Boone County Property  
Barnes School Road and Highway 124

Dear Mr. Shawver,

We are in receipt of your request for a quote on providing assistance to Boone County for purposes of preparing a zoning documents to rezone the property currently owned by Boone County from A-2 to ML-P. We expect to complete the work our scope would be to:

1. Meet with Boone County staff to discuss certain parameters of the project
2. Prepare a request for and attend a Concept Review to discuss the project
3. Do a complete topographic and boundary survey of the site
4. Make ourselves available for a meeting with the neighbors if a meeting is deemed necessary.
5. Prepare a Review Plan and address any county comments generated
6. Make ourselves available to answer any technical questions that may arise in a public hearing (Planning & Zoning or County Commission meeting)
7. Prepare a Final Development Plan and address any comments.

From what we understand, there is no development of the site planned at this time, the site plan will be of the existing building, drives, parking and open area. We have not estimated the cost of a final plat, any preliminary storm water concept, storm water design, landscaping plan, erosion control plan or phasing plan since none of these are needed for the existing site. If any of these items are needed, we are available to work on them according to our hourly rates. We will also not include any of the fees for the submittals as they should either be waived or paid directly between departments.

We have estimated the cost of the above scope to be \$8000-\$9000 and propose to work on the project on an hourly basis according to our current Rate Schedule to a **cost-not-to-exceed of \$10,000**. If a final plat is needed to be prepared, it could be done for an additional \$1500.

Thank you for the opportunity to provide this estimate for you. We look forward to working with you if chosen to complete the work requested. If you have any questions or need additional information, please contact us at (573) 875-8799.

Sincerely,  
Allstate Consultants LLC

  
James R. Jeffries, PLS

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

3rd

day of November

20 15

In the County Commission of said county, on the

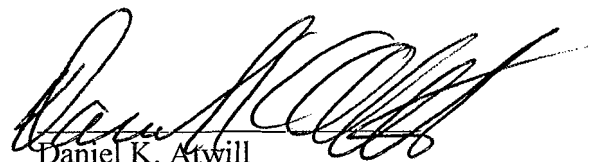
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Letter of Credit No. 0382390-0499 between the County of Boone and Boone County Regional Sewer District for the Manchester Heights Wastewater System Improvements. The terms of the agreement are stipulated in the attached security agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

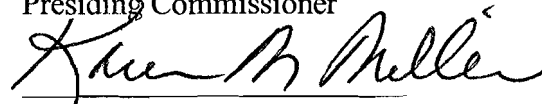
Done this 3rd day of November, 2015.

ATTEST:

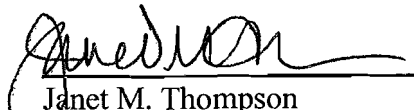
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Kayen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: October 15, 2015

Developer/Owner Name: Boone County Regional Sewer District  
Address: 1314 N. 7<sup>th</sup> St. Columbia, MO 65201

Development: Manchester Heights Wastewater System Improvements

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

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


1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Manchester Heights. The SWPPP and ESC was prepared by TH&H, Inc on December 16, 2013.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 22<sup>th</sup> day of April, 2016, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$27,082.50, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to April 22, 2016, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on April 22, 2016, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
  6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
  7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
  8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
  9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

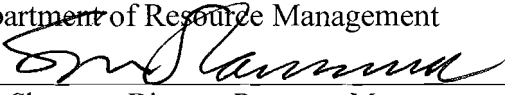


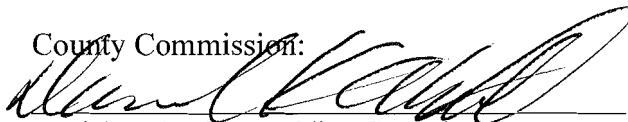
In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:  
By:   
Printed Name: Tom Baternann  
Title: General Manager

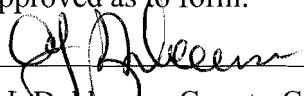
**BOONE COUNTY, MISSOURI:**

Department of Resource Management  
  
Stan Shawver, Director Resource Management

County Commission:  
  
Daniel K. Atwill, Presiding Commissioner

Attest:  
  
Wendy S. Noren, Boone County Clerk

County Treasurer  
  
Tom Darrough, County Treasurer

Approved as to form:  
  
C.J. Dykhouse, County Counselor

# Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 0382390-0499

DATE: April 22, 2015

Amount: \$27,082.50

Re: Manchester Heights Waste Water System Improvement Project

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Boone County Regional Sewer District, up to an aggregate amount of \$27,082.50 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #0382390-0499 Dated 4/22/2015."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before April 22, 2016, provided further that upon such expiration, either at April 22, 2016, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

By:  \_\_\_\_\_  
Dawn Shellabarger, Vice President Commercial Banking

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Vice President Commercial Banking**

Re: Boone County National Bank Letter of Credit No.: 0382390-0499  
Dated: 4/22/2015  
In Favor of Boone County, Missouri on behalf of Boone County Regional  
Sewer District for Manchester Heights Waste Water System Improvement  
Project

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Boone County National Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 0382390-0499 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #\_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Boone County National Bank**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Dawn Shellabarger, Vice President, Commercial Banking**

Re: Boone County National Bank Letter of Credit No.: 0382390-0499  
Dated: 4/22/2015  
In Favor of Boone County, Missouri on behalf of Boone County  
Regional Sewer District for Manchester Heights Waste Water System  
Improvement Project

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit.

The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY,  
MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Order: \_\_\_\_\_

Commission

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 3rd day of November 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 extension agreement and Letter of Credit No. 0382390-0399 between the County of Boone and Boone County Regional Sewer District for the Sunrise Estates Subdivision Wastewater System Improvements project. The terms of the agreement are stipulated in the attached extension agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 3rd day of November, 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



**Central Bank  
of Boone County**

CENTRAL BANK OF BOONE COUNTY, 111.205101300013

**AMENDMENT #2 TO IRREVOCABLE LETTER OF CREDIT NO. 0382390-0399**

October 16, 2015

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Room. 315  
Columbia, MO 65201

Ladies and Gentlemen,

As advised by Tom Ratermann on behalf of Boone County Regional Sewer District, we hereby amend our Letter of Credit #0382390-0399 as follows:

Effective with this amendment:

- The final expiry date has been extended until October 18, 2016.

All other terms and conditions remain unchanged.

Sincerely,

Dawn R. Shellabarger  
Vice President

**EXTENSION AGREEMENT**  
**\$44,205.00 Letter of Credit – Sunrise Estates Subdivision Wastewater System**  
**Improvements Project**

THIS AGREEMENT, effective October 18, 2015, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, herein “BCRSD” and Central Bank of Boone County, herein “Bank.”

WHEREAS, BCRSD is conducting a sewer project to construct a new sanitary sewer main with associated appurtenances, the Sunrise Estates Subdivision Wastewater System Improvements Project, herein “Project”; and WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of BCRSD, dated October 17, 2013, in the amount of \$44,205.00 to secure stormwater improvements associated with the sewer improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on October 18, 2015; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to October 18, 2016.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

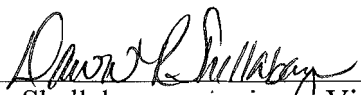
1. The Central Bank of Boone County Letter of Credit dated July October 17, 2013, in the amount of \$44,205.00, with an expiration date of October 18, 2015, is attached hereto and incorporated herein by reference.
2. The Central Bank of Boone County Letter of Credit dated October 17, 2013, in the amount of \$44,205.00 will be reduced to the amount of \$22,500.00 as of June 30, 2013.
3. The parties mutually agree to extend the October 17, 2013 Letter of Credit such that the new expiration date will be October 18, 2016.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.




**CENTRAL BANK OF BOONE COUNTY:**

By:

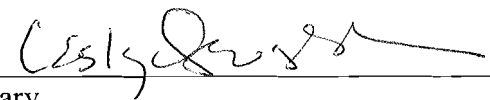
  
Dawn Shellabarger, Vice President  
Commercial Banking

**BOONE COUNTY REGIONAL SEWER DISTRICT:**

By:

  
Tom Ratermann, General Manager

ATTEST:

  
Secretary

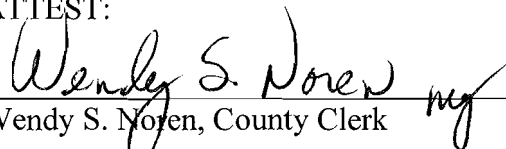
**BOONE COUNTY:**

(Commission Order: 526-2015 )


By:

  
Daniel K. Atwill, Presiding Commissioner

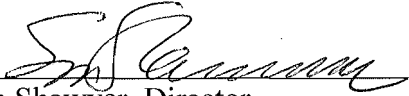
ATTEST:

  
Wendy S. Noren, County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

**APPROVED BY:**

  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

  
Charles J. Dykhouse, County Counselor

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

3rd

day of November

20 15

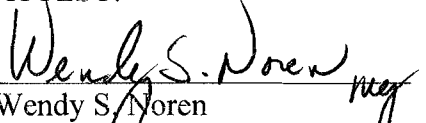
In the County Commission of said county, on the

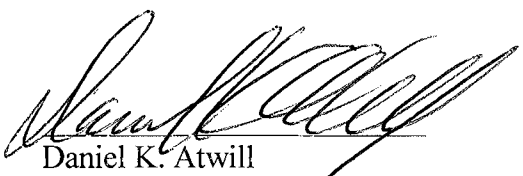
the following, among other proceedings, were had, viz:

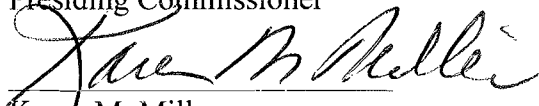
Now on this day the County Commission of the County of Boone does hereby approve the attached extension agreement and reduction of Letter of Credit No. 0382390-0199 between the County of Boone and Boone County Regional Sewer District for the Rocky Fork Treatment Plant Collection System project. The terms of the agreement are stipulated in the attached extension agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Extension Agreement and Letter of Credit Reduction Certificate.

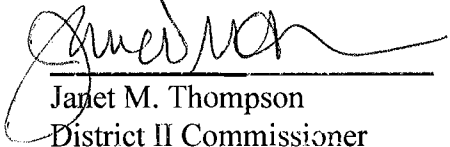
Done this 3rd day of November, 2015.

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



**Central Bank  
of Boone County**

**AMENDMENT #1 TO IRREVOCABLE LETTER OF CREDIT NO. 0382390-0199**

October 16, 2015

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Room. 315  
Columbia, MO 65201

Ladies and Gentlemen,

As advised by Tom Ratermann on behalf of Boone County Regional Sewer District, we hereby amend our Letter of Credit #0382390-0199 as follows:

Effective with this amendment:

- Letter of Credit has been decreased to Ninety-seven Thousand Five Hundred Dollars and no cents (\$97,500.00) from One Hundred Ninety Thousand Three Hundred Sixty-two Dollars and no cents (\$190,362.00).
- The final expiry date has been extended until October 18, 2016.

All other terms and conditions remain unchanged.

Sincerely,

Dawn R. Shellabarger  
Vice President

CENTRAL BANK OF BOONE COUNTY \$97,500.00 and no cents

**EXTENSION AGREEMENT**  
**\$190,362 Letter of Credit – Rocky Fork Treatment Plant Collection System Project**

THIS AGREEMENT, effective December 31, 2015, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, herein “BCRSD” and Central Bank of Boone County, herein “Bank.”

WHEREAS, BCRSD is conducting a sewer project to construct a new gravity sewer line, install manholes, and close existing lagoons, the Rocky Fork Treatment Plant Collection System Project, herein “Project”; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of BCRSD, dated June 26, 2013, in the amount of \$190,362.00 to secure stormwater improvements associated with the Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 31, 2015; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 31, 2016.


NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank of Boone County Letter of Credit dated June 26, 2013, in the amount of \$190,362.00, with an expiration date of December 31, 2015, is attached hereto and incorporated herein by reference.
2. The Central Bank of Boone County Letter of Credit dated June 26, 2013, in the amount of \$190,362.00 will be reduced to the amount of \$97,500.00 as of December 31, 2015.
3. The parties mutually agree to extend the December 31, 2015 Letter of Credit such that the new expiration date will be December 31, 2016.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.


**CENTRAL BANK OF BOONE COUNTY:**

By:


  
Dawn Shellabarger, Vice President  
Commercial Banking

**BOONE COUNTY REGIONAL SEWER DISTRICT:**

By:

  
Tom Ratermann, General Manager

ATTEST:

  
Secretary

**BOONE COUNTY:**

(Commission Order: 527-2015 )

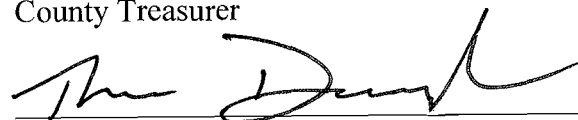
By:

  
Daniel K. Atwill, Presiding Commissioner


ATTEST:

  
Wendy S. Noren, County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

**APPROVED BY:**

  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

by:   
Charles J. Dykhouse, County Counselor



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
(573) 886-4330 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

October 19, 2015

Central Bank of Boone County  
PO Box 678  
Columbia, MO 65205  
Attention: Dawn Shellabarger, Asst. VP Commercial Banking

Re: Bank Letter of Credit No.: 0382390-0199  
Dated: 06/24/2013  
In Favor of Boone County, Missouri on behalf of Boone County Regional  
Sewer District

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$92,362.00 of the  
above letter of credit. The remaining maximum available credit for this letter  
of credit is \$ 97,500.00.

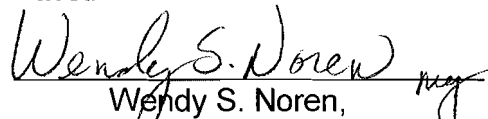
BOONE COUNTY, MISSOURI

By:   
Presiding Commissioner

APPROVED BY:

  
Stan Shawver, Director,  
Resource Management

Attest:

  
Wendy S. Noren,  
Boone County Clerk

Commission Order: 527-2015

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 15

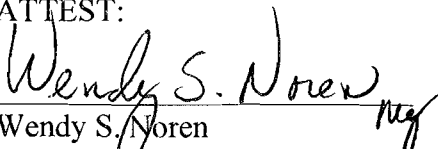
In the County Commission of said county, on the 3rd day of November 20 15  
 the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following to serve as delegates to the Missouri Association of Counties' Annual Conference on November 15-17, 2015:

- Christy Blakemore
- Nora Dietzel
- Dan Atwill
- Karen Miller
- Janet Thompson
- Cathy Richards
- Wendy Noren
- Tom Schauwecker
- Tom Darrough
- Brian McCollum

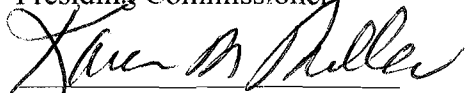
Done this 3rd day of November, 2015

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



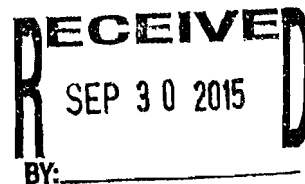
Janet M. Thompson

District II Commissioner

MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties  
P.O. Box 234  
Jefferson City, MO 65102



Please return the forms by November 2. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 16 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 15-17, 2015.

Delegate <u>Christy Blakemore</u> Name	<u>Boone County Circuit Clerk</u> Title
Delegate <u>Nora Dietz</u> Name	<u>" " Recorder of Deeds</u> Title
Delegate <u>Dan Atwill</u> Name	<u>" " Presiding Commissioner</u> Title
Delegate <u>Karen Miller</u> Name	<u>District I Commissioner</u> Title
Delegate <u>Jane Thompson</u> Name	<u>District II Commissioner</u> Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noren  
County Clerk

David K. [Signature]  
Presiding Commissioner

Jane B. Miller  
Associate Commissioner

[Signature]  
Associate Commissioner



MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

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RECEIVED SEP 29 2015

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Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 15-17, 2015.

Delegate <u>Catny Richards</u> Name	<u>Boone Co. Public Administrator</u> Title
Delegate <u>Wendy Noren</u> Name	" " <u>County Clerk</u> Title
Delegate <u>Tom Schannecker</u> Name	" " <u>Assessor</u> Title
Delegate <u>Tom Darrough</u> Name	" " <u>Treasurer</u> Title
Delegate <u>Brian McCollum</u> Name	" " <u>Collector</u> Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S. Noren  
County Clerk

[Signature]  
Presiding Commissioner

[Signature]  
Associate Commissioner

[Signature]  
Associate Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

3rd

day of

November 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice for the October 2015 Office of Emergency Management expenses including January – July 2015 EMPG adjustments for a total of \$29,316.90.

Done this 3rd day of November, 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



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

# Invoice

Date	Invoice #
10/30/2015	71

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

Quantity	Description	Rate	Serviced	Amount
1	October OEM Expenses	27,070.74		27,070.74
1	January EMPG "Adjustments to -001 claim as follows: 1) changes multiple lines for .01 cents."	0.02		0.02
1	February EMPG "Adjustments to -002 claim as follows: 1) removed one MEM line - duplicate January billing listed. 2) changes multiple lines for .01 cents. 3) Amazon - paid office equipment / denied iPad extras - not necessary in running EOC. 4) Reduce AT&T - pro rate for 24 days in January. 5) Reduce two Boone Electric invoices - partial Dec. 2014 dates / pro rate fees for January 2015 dates."	926.89		926.89
1	March EMPG "Adjustments to -003 claim as follows: 1) Prorate for 9 months and 14 days 2) changes multiple lines for .01 cents."	79.22		79.22

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

*Misti Reynolds*

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



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

# Invoice

Date	Invoice #
10/30/2015	71

<b>Bill To</b>
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	April EMPG "Adjustments to claim 004 as follows: 1) removed taxes from Chateau Hotel bill. 2) removed taxes from Amazon purchase for plotter paper. 3) removed taxes from AmerenUE. 4) Reduced AT&T bill - purchase of phone is not payable on this line. 5) Removed HSA - these are not allowable."	519.30		519.30
1	May EMPG "Adjustments made to this claim 005 as follows: 1) one cent change on line 3 & 4 Moresource (1002) as per calculations 2) Changed Boone Co Fire District rent as per what is in the budget."	187.08		187.08
1	June EMPG "Adjustments made to this claim 006 as follows: 1) one cent change on line Martina salary & Misti's Benefits as per calculations 2) Other Misc Expense was not allowed in final EMPG budget & Registration fees not allowed in final budget"	219.72		219.72

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

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



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

# Invoice

Date	Invoice #
10/30/2015	71

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

Quantity	Description	Rate	Serviced	Amount
1	July BMPG " Adjustments to this claim 007 as follows: 1) Reduce AmerenUE - removed state tax 2) Deny HSA amounts - not allowed under EMPG"	313.93		313.93

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

<b>Total</b>	\$29,316.90
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$29,316.90



# OFFICE OF EMERGENCY MANAGEMENT

## 2015 EMPG/OEM



PERSONNEL	EMPG BUDGET	Actual Expenditures for Oct 2015	Actual Expenditures Year To Date	EMPG Over/(Under) Total Budget	OEM BUDGET	Actual Expenditures for Oct 2015	Actual Expenditures Year To Date	OEM Over/(Under) Total Budget	TOTAL BUDGET
Salaries	\$ 66,394.93	\$ 4,932.49	\$ 48,491.44	(17,903.49)	\$ 95,000.00	\$ 6,950.99	\$ 69,431.94	(25,568.06)	\$ 161,394.93
Scott	\$ 13,334.70	\$ 1,048.81	\$ 10,793.34						
Josh	\$ 20,923.62	\$ 1,640.98	\$ 14,774.18						
Scott	\$ 15,740.99	\$ 942.62	\$ 9,388.45						
Martina	\$ 7,283.11	\$ 394.00	\$ 5,950.02						
Lee	\$ 9,112.51	\$ 706.08	\$ 7,385.45						
Fringe	\$ 8,855.60	\$ 270.92	\$ 6,110.70	(2,744.90)	\$ 50,000.00	\$ 2,311.61	\$ 27,924.83	(22,075.17)	\$ 58,855.60
Jash	\$ 5,179.48	\$ 166.47	\$ 3,664.61						
Moti	\$ 3,676.12	\$ 104.45	\$ 2,446.09						
<b>TOTAL PERSONNEL</b>	<b>\$ 75,250.53</b>	<b>\$ 5,203.41</b>	<b>\$ 54,602.14</b>	<b>(\$20,648.39)</b>	<b>\$ 145,000.00</b>	<b>\$ 9,262.60</b>	<b>\$ 77,356.77</b>	<b>(\$67,643.23)</b>	<b>\$ 220,250.53</b>
<b>OPERATIONS</b>									
Office Supplies	\$ 1,000.00	\$ 203.99	\$ 613.06	(386.94)	\$ 1,000.00	\$ 204.01	\$ 742.56	(257.44)	\$ 2,000.00
Public Education & Training	\$ -	\$ -	\$ -	0.00	\$ 77,543.41	\$ 15,212.16	\$ 31,901.99	(45,641.42)	\$ 77,543.41
EOC Maintenance (Everbridge & Generator)	\$ 1,153.00	\$ -	\$ 554.26	(598.74)	\$ 1,705.00	\$ -	\$ 712.64	(992.36)	\$ 2,858.00
Registration Fees (Membership dues, Subscriptions, Conference Fees, Etc.)	\$ 233.44	\$ -	\$ 75.00	(158.44)	\$ 2,100.00	\$ 69.00	\$ 1,336.80	(763.20)	\$ 2,333.44
Phones	\$ 500.00	\$ 38.75	\$ 349.84	(150.16)	\$ 694.15	\$ 38.75	\$ 517.53	(176.62)	\$ 1,194.15
Office & Warehouse Rent	\$ 6,308.85	\$ -	\$ 6,308.85	0.00	\$ 6,302.85	\$ -	\$ 6,302.85	0.00	\$ 12,611.70
Utilities for Sirens	\$ 5,000.00	\$ 454.82	\$ 3,332.21	(1,667.79)	\$ 5,000.00	\$ 466.22	\$ 3,410.19	(1,589.81)	\$ 10,000.00
Siren Maintenance	\$ 21,504.00	\$ 1,818.00	\$ 17,735.00	(3,769.00)	\$ 21,293.00	\$ 1,818.00	\$ 17,735.00	(3,558.00)	\$ 42,797.00
Other Misc Expenses (EOC Supplies & Other Misc Expenses)	\$ -	\$ -	\$ -	0.00	\$ 4,800.24	\$ -	\$ 4,800.24	0.00	\$ 4,800.24
Mitigation (Siren upgrade)	\$ -	\$ -	\$ -	0.00	\$ 52,990.00	\$ -	\$ 2,990.00	(50,000.00)	\$ 52,990.00
<b>TOTAL OPERATIONS</b>	<b>\$ 35,699.29</b>	<b>\$ 2,515.56</b>	<b>\$ 28,968.22</b>	<b>(6,731.07)</b>	<b>\$ 173,428.65</b>	<b>\$ 17,808.14</b>	<b>\$ 70,449.80</b>	<b>(102,978.85)</b>	<b>\$ 209,127.94</b>
<b>TRAVEL</b>									
Per Diem	\$ 175.00	\$ -	\$ -	(175.00)	\$ -	\$ -	\$ -		\$ -
Lodging	\$ 572.50	\$ -	\$ 141.00	(431.50)	\$ -	\$ -	\$ -		\$ -
Airfare	\$ 252.50	\$ -	\$ -	(252.50)	\$ 173.70	\$ -	\$ 173.70	0.00	\$ 426.20
Non-EMPG Travel	\$ -	\$ -	\$ -	0.00	\$ 83.65	\$ -	\$ 22.33	(61.32)	\$ 83.65
<b>TOTAL TRAVEL</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ 141.00</b>	<b>(859.00)</b>	<b>\$ 257.35</b>	<b>\$ -</b>	<b>\$ 196.03</b>	<b>(61.32)</b>	<b>\$ 509.85</b>
<b>TOTAL</b>	<b>\$ 111,949.82</b>	<b>\$ 7,718.97</b>	<b>\$ 83,711.36</b>	<b>(\$28,238.46)</b>	<b>\$ 318,686.00</b>	<b>\$ 27,070.74</b>	<b>\$ 168,002.60</b>	<b>(\$150,683.40)</b>	<b>\$ 429,888.32</b>

New totals from EMPG Adjustments through July

# September Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
QuadMed	Public Education	Active Shooter Supplies	1186.5	0	1186.5
Gravitec	Public Education	Active Shooter Supplies	828.9	0	828.9
AmerenUE	Utilities	Siren electric for 1795082014	20.61	17.9	38.51
Boone Electric	Utilities	Siren electric for 314925001	101.09	101.08	202.17
Boone Electric	Utilities	Siren electric for 46111001	51.12	51.11	102.23
Boone Electric	Utilities	Siren electric for 2297	32.65	32.65	65.3
Assurant	Benefits	October billing	130.53	40.57	171.1
AT&T	Phones	08/25-09/25 billing	38.75	38.75	77.5
Boone Electric	Utilities	Siren electric for 2296	42.88	42.87	85.75
Boone Electric	Utilities	Siren electric for 2298	33.34	33.34	66.68
Boone Electric	Utilities	Siren electric for 1892001	108.8	108.8	217.6
North American Rescue	Public Education	Active Shooter Supplies	8200.98	0	8200.98
Staples	Office Supplies	Rubberbands (active shooter)	20.69	20.68	41.37
Blue Valley	Siren Maintenance	October billing	1818	1818	3636
Caprice Electronics	Public Education	Active Shooter Supplies	1105.3	0	1105.3
Anthem Blue Cross	Benefits	October billing	510.17	93.92	604.09
BCFPD	Payroll	10/08 payroll	3474.22	2464.96	5939.18
BCFPD	Benefits	H S A	1250	0	1250
Bound Tree	Public Education	Active Shooter Supplies - Triage Tags	1517.47	0	1517.47
Gravitec	Public Education	Active Shooter Supplies - Webbing	180.23	0	180.23
North American Rescue	Public Education	Active Shooter Supplies	657.99	0	657.99
AmerenUE	Utilities	Siren electric for 1795082014	23.58	14.93	38.51
Boone Electric	Utilities	Siren electric for 2299	52.15	52.14	104.29
MEM	Benefits	October billing	290.38	95.86	386.24
Assurant	Benefits	November billing	130.53	40.57	171.1
BCFPD	Payroll	10/22 Payroll	3476.77	2467.53	5944.3
Commerce Bank	Office Supplies	Office Supplies	183.32	183.31	366.63
Commerce Bank	Public Education	Active shooter supplies - bags, vacuum bags	1534.79	0	1534.79
Commerce Bank	Registration Fees	Dashstack & Basecamp	69	0	69
			27070.74	7718.97	34789.71

Type	Date	Num	Name	Memo	Debit	Credit
<b>1100-70 · CASH - OEM</b>						
Bill Pmt -Check	10/01/2015	auto	VBoone Electric			369.70
Bill Pmt -Check	10/01/2015	90588	VAmerenUE	Acct#1795082014		38.51
Bill Pmt -Check	10/01/2015	90589	VAssurant	October billing		171.10
Bill Pmt -Check	10/01/2015	90590	VGravitec	Inv #15295		828.90
Bill Pmt -Check	10/01/2015	90591	VQuadMed, Inc.	Active Shooter Supplies		1,186.50
Payment	10/05/2015		CState Of Missouri		17,610.47	
General Journal	10/06/2015	04042764	VBlue Cross	October		604.09
General Journal	10/08/2015	04042769		10/05 payroll		7,189.18
Bill Pmt -Check	10/08/2015	90652	VBlue Valley Public Safety, Inc.	Inv #10825		3,584.00
Bill Pmt -Check	10/08/2015	90653	VCaprice Electronics Inc.	Inv #181783		1,105.30
Bill Pmt -Check	10/20/2015	AUTO	VAT&T Mobility	08/25-09/24 Billing		77.50
Payment	10/20/2015		CBoone County Commission		15,776.50	
Bill Pmt -Check	10/20/2015	auto	VBoone Electric	Siren electric		370.03
Bill Pmt -Check	10/21/2015	auto	VVisa Chuck Leake	Walmart		71.16
Bill Pmt -Check	10/21/2015	auto	VVisa BCFD3	Office Supplies		366.63
Bill Pmt -Check	10/21/2015	auto	VVisa Josh Creamer			69.00
General Journal	10/21/2015	04042982		Payroll 10/22/2015		5,944.30
Bill Pmt -Check	10/21/2015	auto	VVisa Scott Olsen	Active Shooter Supplies		1,463.63
Bill Pmt -Check	10/21/2015	90737	VBlue Valley Public Safety, Inc.	Inv #10825		52.00
Bill Pmt -Check	10/21/2015	90738	VStaples Business	Inv #8036234956		41.37
Bill Pmt -Check	10/21/2015	90739	VNorth American Rescue	Inv #IN195660		8,200.98
Bill Pmt -Check	10/26/2015	auto	VBoone Electric	Siren electric for 2299		104.29
Bill Pmt -Check	10/28/2015	90787	VAmerenUE	Acct#1795082014		38.51
Bill Pmt -Check	10/28/2015	90788	VAssurant	November billing		171.10
Bill Pmt -Check	10/28/2015	90789	VBoundTree Medical	Inv #81945642		1,517.47
Bill Pmt -Check	10/28/2015	90790	VGravitec	Sales Order #15647 - Inv#1103		180.23
Bill Pmt -Check	10/28/2015	90791	VNorth American Rescue	Inv #196118		657.99
General Journal	10/30/2015	04042984				386.24
<b>Total 1100-70 · CASH - OEM</b>					<b>33,386.97</b>	<b>34,789.71</b>