

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

12th

day of

May 20 16

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

Now on this day the County Commission of the County of Boone does hereby award bid 81-29DEC15 – Ammunition Term and Supply by the following line items as described in the attached bid tabulation:

- 4.7.1. – Keeprs
- 4.8.1. – Gulf States
- 4.9.1. – Gulf States
- 4.9.2. – Keeprs
- 4.9.3. – Keeprs
- 4.9.4. – Simmons
- 4.9.5. – Gulf States
- 4.9.6. – Simmons
- 4.9.7. – Keeprs

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

Done this 12th day of May, 2016.

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

227-2016

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett, Buyer
DATE: May 2, 2016
RE: 81-29DEC15 – Ammunition Term and Supply

The Bid for Ammunition Term and Supply closed on December 29th, 2015. Six bids were received. The Sheriff Department recommends award by line item by low bid as follows:

- 4.7.1. – Keeprs
- 4.8.1. – Gulf States
- 4.9.1. – Gulf States
- 4.9.2. – Keeprs
- 4.9.3. – Keeprs
- 4.9.4. – Simmons
- 4.9.5. – Gulf States
- 4.9.6. – Simmons
- 4.9.7. – Keeprs

This is a term and supply contract and invoices will be paid from department 1251 – Sheriff, 1255 – Corrections, 2901 – Sheriff Operations – LE Sales Tax , account 23200 - Ammunition.

Attached is a copy of the bid tabulation for your review.

ATT Bid Tabulation

cc: Captain German, Sheriff Department
Lt. Keith Hoskins, Sheriff Dept.
Leasa Quick, Sheriff Dept.
Bid File

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 12th day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Keepers, LLC**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **81-29DEC15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 28, 2015** and executed by **John Tragiai** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	500	\$4.40	\$2,200.00
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	3000	\$0.465	\$1,395.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	3000	\$0.398	\$1,194.00

4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	65,000	\$0.233	\$15,145.00
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Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

KEEPERS, LLC

by *John Trugni*
title President
address 3535 W. Division St
St. Cloud, MN 56301

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by *[Signature]*
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by *cy*

5/4/16
Date

1251, 1255, 2901/23200 Term and Supply

No Encumbrance Required
Appropriation Account

4. Response Form

- 4.1. Company Name: KEEPRS
- 4.2. Address: 3535 W. Dawson St.
- 4.3. City/Zip: St. Cloud, MN
- 4.4. Phone Number: 320-493-1307
- 4.5. Fax Number: 320-529-9585
- 4.6. Federal Tax ID: 91-1924626
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

Cell: (320) 493-1307
 Email: John@keeprs.com

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ 4.40	500	\$ 2,200 ⁰⁰
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$.167	30,000	\$ 5,010 ⁰⁰
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$ No Bid	3,000	\$ No Bid
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$.465	3,000	\$ 1,395 ⁰⁰
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$.398	3,000	\$ 1,194 ⁰⁰
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$.25	3,000	\$ 750 ⁰⁰
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$.306	100,000	\$ 30,600 ⁰⁰

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$.296	15,000	\$ 4,440
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.05-231118	\$.233	65,000	\$ 15,145
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$ 53,524 ⁰⁰
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$ 60,734 ⁰⁰

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 Maximum Percentage Increase for 7 % 1st Renewal 2 % 2nd Renewal

4.12. Minimum Quantity for Order: _____ Rounds Per Type

4.13. Delivery after Receipt of Order: 15-180 Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes _____ No

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

John Traggal Date: 12-28-15

4.15.2. Print Name and Title of Authorized Representative

John Traggal Date: 12-28-15

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

County of Jones)
State of Minnesota)ss
)

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

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

John Tragan 12/10/15
Affiant Date

John Tragan
Printed Name

Subscribed and sworn to before me this 10th day of December, 2015.

Scott Hommerding
Notary Public



CERTIFICATION OF INDIVIDUAL BIDDER

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

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

John Trajcia
Applicant

12.28.15
Date

John Trajcia
Printed Name

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

John Tougari President
Name and Title of Authorized Representative

John Tougari 12-25-15
Signature Date



Request for Bid (Bid)

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **81-29DEC15**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7th,
Street and Ash Street. Enter the building from the South Side.
Wheel chair accessible entrance is available on the South side of
the building.

Bid Opening

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash Street, Room 111
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Individual Bidder Affidavit**
- Debarment Form**
- Standard Terms and Conditions**
- No Bid Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
 - 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 a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2016, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

to rejection.

- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff’s Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Boone County Sheriff’s Department Leasa Quick, 2121 County Drive, Columbia, MO 65202
- 2.11.1. **Bid Clarification** – Jacob M. Garrett, Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393; Facsimile (573) 886-4390 or email: JGarrett@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed . Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.05-231118	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal

4.12. Minimum Quantity for Order: _____ Rounds Per Type

4.13. Delivery after Receipt of Order: _____ Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2. Print Name and Title of Authorized Representative

_____ Date: _____

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

County of _____)
State of _____)ss

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

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

Affiant Date

Printed Name

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

Notary Public

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:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



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

Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 81-29DEC15 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 12TH day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Gulf States Distributing Company, Inc.**, herein “Contractor.”

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **81-29DEC15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor’s bid response dated **December 18, 2015** and executed by **Tommy Trammell** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement. the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	30000	0.209	\$6,270.00
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # “LE308T1”) (NO SUBSTITUTIONS ALLOWED)	3000	0.945	\$2,835.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	100000	0.338	\$33,800.00

227-2016

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GULF STATES DISTRIBUTING COMPANY, INC.

BOONE COUNTY, MISSOURI

by [Signature]
title Manager
address 6000 East Shirley Lane
Montgomery AL 36117

by: Boone County Commissioner
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

5/4/16
Date

1251, 1255, 2901/23200 Term and Supply
No Encumbrance Required
Appropriation Account

4. **Response Form**

- 4.1. Company Name: Gulf States Distributors Inc.
- 4.2. Address: 6000 East Shirley Lane
- 4.3. City/Zip: Montgomery, AL 36117
- 4.4. Phone Number: 800-223-7869
- 4.5. Fax Number: 334-279-4267
- 4.6. Federal Tax ID: 63-0803427
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED) <u>CTS 2581</u>	\$ 6.45	500	\$ 3,225.00
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED) <u>AE9DP</u>	\$.209	30,000	\$ 6,270.00
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # <u>LE308T1</u>) (NO SUBSTITUTIONS ALLOWED)	\$.945	3,000	\$ 2,835.00
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal <u>LEB127-RS</u> or equivalent.	\$.516	3,000	\$ 1,548.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal <u>LE133-00</u> High Brass or equivalent.	\$.476	3,000	\$ 1,428.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun <u>TGL12-8</u> or equivalent.	\$.276	3,000	\$ 828.00
4.9.5.	Federal American Eagle # <u>AE223</u> .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$.338	100,000	\$ 33,800.00

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed . Caliber: 40 S & W. New manufacturer only. No reloads.	\$ No Bid	15,000	\$ No Bid
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal (40SWA) or equivalent. 05-231118	\$.275	65,000	\$ 17,875. ⁰⁰
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$ 58,314. ⁰⁰
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$ 9,495. ⁰⁰

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 Maximum Percentage Increase for 5 % 1st Renewal 5 % 2nd Renewal

4.12. Minimum Quantity for Order: 1 case lot Rounds Per Type

4.13. Delivery after Receipt of Order: 5-180 Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No * Must be PRT exempt agent

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

[Signature] Date: 12-18-15

4.15.2. Print Name and Title of Authorized Representative

Tommy Teammell Manager Date: 12-18-15

Any and all renewals must be mutually agreed upon by both parties.

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

County of Etmore)
State of Alabama)ss
)

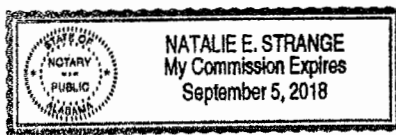
My name is Tommy Trammell II. I am an authorized agent of Gulf States Distributors (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person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

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

[Signature] 12-18-15
Affiant Date
Tommy Trammell II
Printed Name

Subscribed and sworn to before me this 18 day of December, 2015.

[Signature]
Notary Public



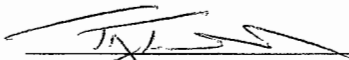
CERTIFICATION OF INDIVIDUAL BIDDER

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

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a ~~Missouri~~^{Alabama} 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

12-13-15
Date

Tommy Trammell
Printed Name



N/A

**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:

(Please complete and return with Contract)

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


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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tommy Trammell Manager

Name and Title of Authorized Representative



Signature

12-18-15

Date



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

Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.
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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.
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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.

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



"No Bid" Response Form

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

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 81-29DEC15 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



COPY

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

Request for Bid (Bid)

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **81-29DEC15**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash Street, Room 111
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
- 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 a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2016, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples**: Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal**: Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature**: Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

- to rejection.
- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
 - 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
 - 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff’s Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
 - 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
 - 2.11. **DESIGNEE** – Boone County Sheriff’s Department Leasa Quick, 2121 County Drive, Columbia, MO 65202
 - 2.11.1. **Bid Clarification** – Jacob M. Garrett, Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393; Facsimile (573) 886-4390 or email: JGarrett@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
 - 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



Request for Bid (Bid)

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **81-29DEC15**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
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Directions: The Annex Building is located on the Northwest corner at 7th,
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Wheel chair accessible entrance is available on the South side of
the building.

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Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions
No Bid Response Form

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Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
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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.
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- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
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- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
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- 2.11. **DESIGNEE** – Boone County Sheriff’s Department Leasa Quick, 2121 County Drive, Columbia, MO 65202
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- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
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 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
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 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.05-231118	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.– 4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 **Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal**

4.12. **Minimum Quantity for Order: _____ Rounds Per Type**

4.13. **Delivery after Receipt of Order: _____ Days**

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2. Print Name and Title of Authorized Representative

_____ Date: _____

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

County of _____)

)ss

State of _____)

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

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

Affiant

Date

Printed Name

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

Notary Public

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:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



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

Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 81-29DEC15 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT
FOR
AMMUNITION – TERM & SUPPLY**

THIS AGREEMENT dated the 12th day of May 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Simmons Gun Specialties, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition Term & Supply**, County of Boone Request for Bid for **Ammunition Term & Supply**, bid number **81-29DEC15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **December 28, 2015** and executed by **Gregg Johnson** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **following ammunition**:

	Item	Estimated Rounds	Unit Price Per Bullet	Extended Price
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	3000	\$0.211	\$633.00
4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	15,000	\$0.354	\$5,310.00

Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. **Billing and Payment** - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

SIMMONS GUN SPECIALTIES, INC

by *Doug Johnson*
title *buyer*
address *20241 W. 207th*
Spring Hill KS 66083

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

by: *R. L. Lucas*
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Joe E. Pitchford
Signature *by ay*

5/4/16
Date

1251, 1255, 2901/23200 Term and Supply
No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: Simmons Gun Specialties
 4.2. Address: 20241 W. 207th
 4.3. City/Zip: Spring Hill Ks 66083
 4.4. Phone Number: 913-592-3939
 4.5. Fax Number: 913-686-3299
 4.6. Federal Tax ID: 27-1144364

4.6.1. Corporation

- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$ NO	500	\$ BID
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$ NO	30,000	\$ BID
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$ NO	3,000	\$ BID
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent. <u>SP12RS</u>	\$ 0.467	3,000	\$ 1401.00
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent. <u>RR128B00</u>	\$ 0.46	3,000	\$ 1380.00
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent. <u>GC12L8</u>	\$ 0.211	3,000	\$ 633.00
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$ NO	100,000	\$ BID

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads. <u>GSB40SWB</u>	\$ <u>0.354</u>	15,000	\$ <u>5310.00</u>
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.05-231118	\$ <u>0.245</u>	65,000	\$ <u>15,925.00</u>
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)	<u>REMINGTON</u>	<u>AMMO</u>	\$ <u>24,649.00</u>

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 Maximum Percentage Increase for 3 % 1st Renewal 3 % 2nd Renewal

4.12. Minimum Quantity for Order: 1000 Rounds Per Type

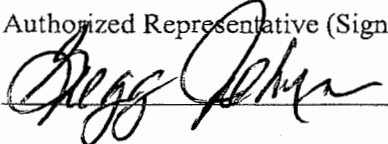
4.13. Delivery after Receipt of Order: 180 Days

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

 Date: 12/28/15

4.15.2. Print Name and Title of Authorized Representative

Gregg Johnson Date: 12/28/15

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

County of JOHNSON

State of KANSAS)ss
)

My name is Gregg Johnson I am an authorized agent of Simmons Gun Specialties (Bidder). This

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

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

Affiant Date

Printed Name

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

Notary Public

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.

 N/A
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.

 N/A
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:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



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

Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 81-29DEC15 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Remington Ammo



Request for Bid (Bid)

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **81-29DEC15**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7th, Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **TUESDAY, DECEMBER 29, 2015**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Conference Room
613 E. Ash Street, Room 111
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
- 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 a minimum of 6 days before the bid opening date. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Ammunition** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Quantity** – The quantities indicated on the Response Form are estimates only and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from the date of award through December 31, 2016, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 8 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 4.5.2. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED**
- 2.6. **SCOPE OF SERVICE** – The Sheriff’s Department will order ammunition of various types and quantities, as detailed on the *Response Form*, on an “as needed” basis.
- 2.7. **ADDITIONAL INSTRUCTIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject

- to rejection.
- 2.7.4. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.8. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.8.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
 - 2.8.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
 - 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
 - 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
 - 2.11. **DESIGNEE** – Boone County Sheriff's Department Leasa Quick, 2121 County Drive, Columbia, MO 65202
 - 2.11.1. **Bid Clarification** – Jacob M. Garrett, Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393; Facsimile (573) 886-4390 or email: JGarrett@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
 - 3.2.2. **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



Request for Bid (Bid)

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

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **81-29DEC15**
Commodity Title: **Ammunition Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

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- 2.5.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
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 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED

	Item	Unit Price Per Bullet	Estimated Rounds	Extended Price
4.7.	Less Lethal Ammunition			
4.7.1.	CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$	500	\$
4.8.	Other Ammunition			
4.8.1.	American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)	\$	30,000	\$
4.9.	Factory Loads			
4.9.1.	.308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)	\$	3,000	\$
4.9.2.	12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$	3,000	\$
4.9.3.	12 Gauge 00 Buck: 8 Pellets 2-3/4" – High Brass Only. New manufacturer only – no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$	3,000	\$
4.9.4.	12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$	3,000	\$
4.9.5.	Federal American Eagle #AE223: .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$	100,000	\$

4.9.6.	Remington Golden Saber GSB40SWB-29368: Remington Golden Saber – No Substitution Allowed . Caliber: 40 S & W. New manufacturer only. No reloads.	\$	15,000	\$
4.9.7.	40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.05-231118	\$	65,000	\$
4.9.8.	Sub-Total of Factory Loads (4.9.1.–4.9.7.)			\$
4.10.	Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)			\$

4.11. **PLEASE NOTE: BID MUST HAVE A PERCENT RENEWAL INCREASE IN ORDER TO BE EVALUATED. ALL BIDS WITHOUT INCREASE AMOUNTS WILL BE CONSIDERED NON-RESPONSIVE.**

4.11.1 **Maximum Percentage Increase for _____ % 1st Renewal _____ % 2nd Renewal**

4.12. **Minimum Quantity for Order: _____ Rounds Per Type**

4.13. **Delivery after Receipt of Order: _____ Days**

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

PLEASE SUBMIT FOUR (4) COPIES OF THE RESPONSE

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2. Print Name and Title of Authorized Representative

_____ Date: _____

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

County of _____)
)ss
State of _____)

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

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

Affiant

Date

Printed Name

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

Notary Public

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:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



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

Standard Terms and Conditions

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 81-29DEC15 - Ammunition Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

12th

day of

May

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 1/2015 for Demolition Services with Seth Paul Excavation, Inc. of Columbia, MO.

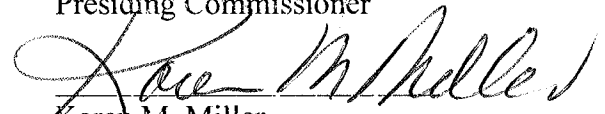
The terms of the Term and Supply Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

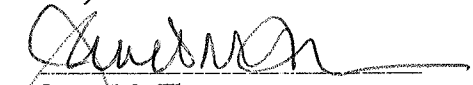
Done this 12th day of May, 2016.

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

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Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: May 4, 2016
RE: Cooperative Contract 1/2015- Demolition Services

Attached is Term and Supply Cooperative Contract utilizing the City of Columbia Cooperative Contract 1/2015- Demolition Services with Seth Paul Excavating, Inc. of Columbia, Missouri This contract is in effect through November 30, 2016.

cc: Jody Moore, Facilities Maintenance
Contract File

**PURCHASE AGREEMENT
FOR
DEMOLITION SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 12th day of May **2016** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Seth Paul Excavating, Inc.**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **demolition services** in compliance with all bid specifications and any addendum issued for the **City of Columbia, Request for Quote number 1/2015** as well as Boone County Standard Terms and Conditions, insurance requirements, Annual Wage Order No. 22, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the **City of Columbia, Request for Quote number 1/2015** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through November 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **demolition services** as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Billing and Payment** - All billing shall be invoiced to **Facilities Maintenance**. Billing may only include prices of items ordered and no additional fees, extra services or taxes shall be included. The County agrees to pay all correct monthly statements within thirty days of receipt. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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Department. **Prevailing Wage Order #22** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

6. **OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

7. **Transient Employers** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

8. **Overhead and 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.

9. **Payment Bond** - Contractor shall provide the County with a Payment Bond on form provided by County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County.

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No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

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

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

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

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

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

SETH PAUL EXCAVATING, INC.

by *Seth Paul*
title *President*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Janie E. Pitchford
Signature *by [initials]*

5/5/16
Date

6100-Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

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). 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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____

_____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS

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

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

**CONTRACT NUMBER 1/2015
DEMOLITION SERVICES
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Contract)

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

RETURN AT CLOSE OF PROJECCT



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

1/27/2016

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
1/2015**

CONTRACT PERIOD: **December 17, 2015 through November 30, 2016**

The City of Columbia has renewed the above contract with your firm, with no price increases, for one additional year per your renewal offer dated 1/21/16. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
1/2015	12/17/15– 11/30/16	2 of 5	16693	Seth Paul Excavating, Inc. 7777 E New Haven Rd Columbia, MO 65201 Attn: Seth Paul Phone: 573-999-5509 Fax: 573-443-2223 Email: sethpaulexcavating@hotmail.com

Contract Description: Demolition Services

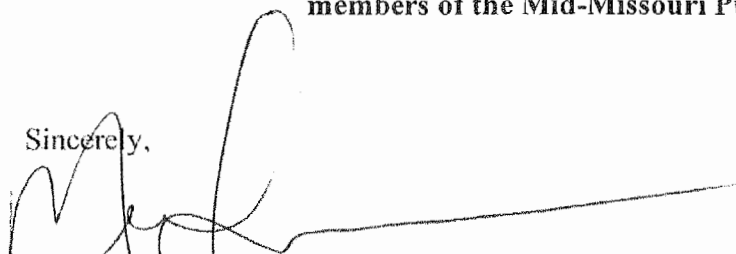
Items Awarded: Per Contract Amendment

Price: See Attached

Term: Net 30 days

Notes from Procurement Officer: Vendor has agreed to offer the same contract pricing to members of the Mid-Missouri Public Purchasing Cooperative.

Sincerely,



Michelle Sorensen, Procurement Officer
City of Columbia
(573) 874-6317

CC: Randy Cole, Gabe Huffington, David Fennewald, Aaron Ray, Dave Eagle

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION

Subject: 1/2015 Addendum 1 (Demolition Services- Term & Supply)

Seth Paul Excavating

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1	Fee for basement work, per sq ft Includes removal of basement, walls, footings, etc. Excludes slab	SF	1	4.00	4.00			
2	Fee for main floor, per sq ft Includes removal of main floor, walls, footings, roof, etc. Excludes slab	SQ FT	1	5.05	5.05			
3	Fee for upper floor, per sq ft Includes removal of upper floor, walls, roof, etc	SQ FT	1	4.85	4.85			
4	Fee for fill material Fill per 17.5.3.2	CY	1	20.00	20.00			
5	Fee for fill material Fill per 17.5.3.3	CY	1	20.00	20.00			
6	Topsoil and seeding	SQ FT	1	0.14	0.14			
7	Fee for demolition of concrete slab, sidewalks, etc., per sq ft.	SQ FT	1	1.75	1.75			
8	Fee for tree and stump removal, per hour	PER HOUR	1	140.00	140.00			
9	Mobilization Indicate Zero (0) if Mobilization is included in each bid.	EA	1	0.00	0.00			
10	Emergency work, per hour (minimum of 4 hours) Within one hour of phone call, furnish and operate either track hoe, bulldozer, or high lift at City's discretion.	PER HOUR	1	195.00	195.00			
11	Silt Fence	LF	1	3.00	3.00			
12	Construction Fence	LF	1	1.50	1.50			

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION

Subject: 1/2015 Addendum 1 (Demolition Services- Term & Supply)

Seth Paul Excavating

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
13	Fee for basement work, per sq ft, Includes removal of basement, walls, footings, etc. Excludes slab	SQ FT	1	3.40	3.40			
14	Fee for main floor, per sq ft Includes removal of main floor, walls, footings, roof, etc. Excludes slab	SQ FT	1	4.30	4.30			
15	Fee for upper floor, per sq ft Includes removal of upper floor, walls, roof, etc	SQ FT	1	4.10	4.10			
16	Fee for fill material Fill per 17.5.3.2	CY	1	17.00	17.00			
17	Fee for fill material Fill per 17.5.3.3	CY	1	17.00	17.00			
18	Topsoil and seeding	SQ FT	1	0.12	0.12			
19	Fee for demolition of concrete slab, sidewalks, etc., per sq ft.	SQ FT	1	1.50	1.50			
20	Fee for tree and stump removal, per hour	PER HOUR	1	120.00	120.00			
21	Mobilization Indicate Zero (0) if Mobilization is included in each bid.	EA	1	0.00	0.00			
22	Emergency work, per hour (minimum of 4 hours) Within one hour of phone call, furnish and operate either track hoe, bulldozer, or high lift at City's discretion.	PER HOUR	1	170.00	170.00			
23	Silt Fence	LF	1	2.60	2.60			
24	Construction Fence	LF	1	1.30	1.30			

CITY OF COLUMBIA, MO
 REQUEST FOR QUOTATION

Subject: 1/2015 Addendum 1 (Demolition Services- Term & Supply)

Seth Paul Excavating

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
25	Fee for basement work, per sq ft, Includes removal of basement, walls, footings, etc. Excludes slab	SQ FT	1	4.00	4.00			
26	Fee for main floor, per sq ft Includes removal of main floor, walls, footings, roof, etc. Excludes slab	SQ FT	1	5.05	5.05			
27	Fee for upper floor, per sq ft Includes removal of upper floor, walls, roof, etc	SQ FT	1	4.85	4.85			
28	Fee for fill material Fill per 17.5.3.2	CY	1	20.00	20.00			
29	Fee for fill material Fill per 17.5.3.3	CY	1	20.00	20.00			
30	Topsoil and seeding	SQ FT	1	0.14	0.14			
31	Fee for demolition of concrete slab, sidewalks, etc., per sq ft.	SQ FT	1	1.75	1.75			
32	Fee for tree and stump removal, per hour	PER HOUR	1	140.00	140.00			
33	Mobilization Indicate Zero (0) if Mobilization is included in each bid.	EA	1	0.00	0.00			
34	Emergency work, per hour (minimum of 4 hours) Within one hour of phone call, furnish and operate either track hoe, bulldozer, or high lift at City's discretion.	PER HOUR	1	195.00	195.00			
35	Silt Fence	LF	1	3.00	3.00			
36	Construction Fence	LF	1	1.50	1.50			



**AMENDMENT TO THE
CITY OF COLUMBIA TERM AND SUPPLY
CONTRACT # 1/2015 FOR DEMOLITION SERVICES**

THIS AMENDMENT TO THE Contract 1/2015 for Demolition Services (hereinafter "Amendment") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and Seth Paul Excavating, Inc, a Corporation organized in the State of Missouri and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City and Contractor entered into a term and supply contract for Demolition Services December 7, 2014; and

WHEREAS, the Parties have agreed to amend the Contract to add the City of Columbia Water and Light, Columbia Utilities, Public Works and Parks and Recreation departments for services as needed.

WHEREAS, the Parties have agreed to amend the Contract to offer the same contract pricing to members of the Mid-Missouri Public Purchasing Cooperative.

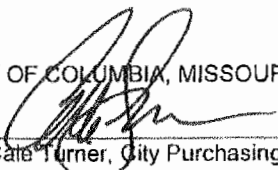
COSTS NOT TO EXCEED: Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of One Hundred Thousand Dollars (\$100,000.00).

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree to amend the Contract as set forth herein.

All other terms of the original Contract remain unchanged.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.


CITY OF COLUMBIA, MISSOURI

By: 
Cate Turner, City Purchasing Agent

Date: 1-21-16

CONTRACTOR
(Seal)

SETH PAUL EXCAVATING, INC

By: 

Name: Seth Paul

Title: President

Date: 1-18-16

ATTEST:

Name: _____

Date: _____

1/2015

Award Date 12/17/15 → 11/30/16

Seth Paul Ex

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)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
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	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
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	10/15		\$29.30	12	4	\$14.87
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	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

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

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

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

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

**b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
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.

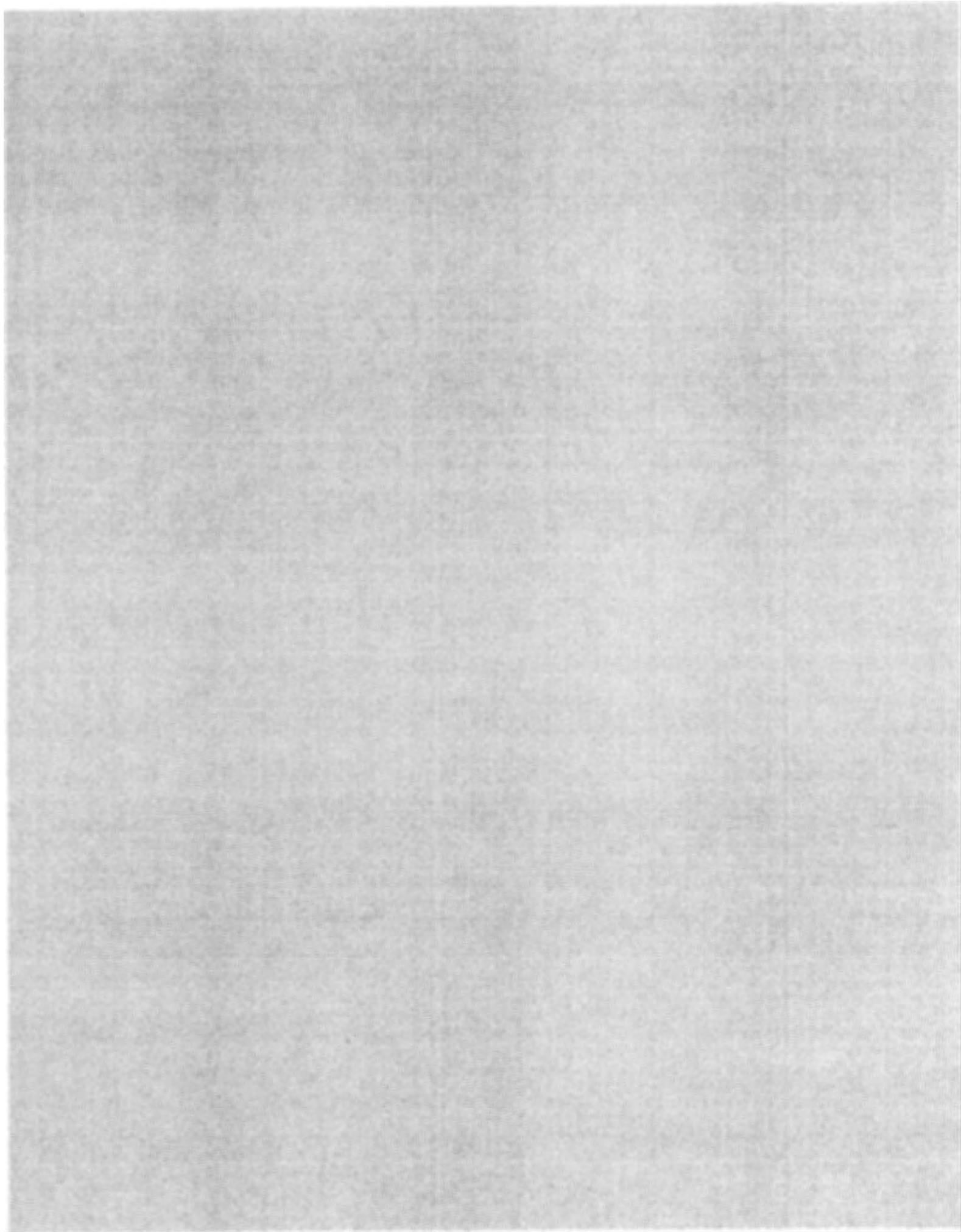
NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following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



1/2015

Award Date 12/17/15 →

Seth Paul Ex

11/30/16

General Decision Number: MO150001 11/27/2015 MO1

Superseded General Decision Number: MO20140001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	02/20/2015
3	03/20/2015
4	03/27/2015
5	04/17/2015
6	04/24/2015
7	05/08/2015
8	05/22/2015
9	05/29/2015
10	06/12/2015
11	06/26/2015
12	07/17/2015
13	07/31/2015
14	08/28/2015
15	10/09/2015
16	11/13/2015
17	11/27/2015

CARP0002-002 05/03/2015

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 36.34	15.55

CARP0005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

 CARP0011-001 05/01/2015

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 30.41	15.55
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 29.01	15.55
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES..	\$ 30.42	15.55
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES..	\$ 28.64	15.55
BENTON, MORGAN AND PETTIS...	\$ 29.06	15.55
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 30.27	15.55
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 29.68	15.55
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 29.31	15.55
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 30.26	15.55
FRANKLIN COUNTY.....	\$ 33.43	15.55
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 35.68	15.55
LINCOLN COUNTY.....	\$ 31.99	15.55
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 31.00	15.55
WARREN COUNTY.....	\$ 32.39	15.55

 ELEC0001-002 05/31/2015

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
 IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
 PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
 ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
 WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 34.20	17.44

 ELEC0002-001 09/01/2014

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
 CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
 HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
 MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
 MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
 RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
 ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
 SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
 WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 35.46	36.5%+5.00
Groundman & Truck Driver....	\$ 27.42	36.5%+5.00
Lineman & Cable Splicer.....	\$ 41.08	36.5%+5.00

 ELEC0053-004 08/30/2015

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 27.84	33%+5.00
Groundman.....	\$ 26.67	29.5%+5.00
Lineman Operator.....	\$ 38.37	29.5%+5.00
Lineman.....	\$ 41.52	29.5%+5.00

Line Construction; (BATES,
 BENTON, CARROLL, CASS, CLAY,
 HENRY, JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,

RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 27.84	33%+5.00
Groundman.....	\$ 26.76	29.5%+5.00
Lineman Operator.....	\$ 38.37	29.5%+5.00
Lineman.....	\$ 41.52	29.5%+5.00

ELEC0095-001 06/01/2015

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,
ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 26.46	14.12

ELEC0124-007 08/31/2015

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:

	Rates	Fringes
Electricians.....	\$ 36.69	20.62

ELEC0257-003 03/01/2015

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 31.35	.94%+12.65

ELEC0350-002 12/01/2013

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 29.41	5.67+35%

ELEC0453-001 09/01/2013

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		

HOWELL, LACLEDE, OREGON,
 OZARK, POLK, SHANNON,
 WEBSTER and WRIGHT COUNTIES.\$ 24.15 14.14
 PULASKI and TEXAS COUNTIES..\$ 28.80 14.58
 STONE and TANEY COUNTIES....\$ 19.94 13.33

 ELEC0545-003 06/01/2015

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
 GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
 AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.00	14.35

 ELEC0702-004 06/29/2015

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,
 MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE
 COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 27.20	29%+6.11
Groundman-Equipment Operator Class II (all other equipment).....	\$ 34.38	29%+6.11
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 39.15	29%+6.11
Lineman.....	\$ 47.60	29%+6.11

 ENGI0101-001 05/01/2015

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
 CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
 HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
 LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
 COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.79	15.46
GROUP 2.....	\$ 32.39	15.46
GROUP 3.....	\$ 30.39	15.46

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
 spreader; asphalt plant operator; auto grader or trimmer or
 sub-grader; backhoe; blade operator (all types); boilers -
 2; booster pump on dredge; bulldozer operator; boring
 machine (truck or crane mounted); clamshell operator;
 concrete mixer paver; concrete plant operator; concrete

pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
 (b) Oiler driver
 (c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 05/01/2015

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 35.23	15.53
GROUP 2.....	\$ 34.19	15.53
GROUP 3.....	\$ 29.72	15.53
GROUP 4.....	\$ 33.07	15.53

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau roter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
 HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE

(\$1.00) ABOVE GROUP 1 RATE:
 Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
 Piledrivers 80 ft. of boom or over (including jib);
 Shovels & backhoes, 3 yd. capacity or over.

 ENGI0101-022 05/01/2015

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.23	12.84
GROUP 2.....	\$ 29.88	12.84
GROUP 3.....	\$ 29.68	12.84
GROUP 4.....	\$ 27.63	12.84

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard gauge; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator;

finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/05/2014

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.31	23.66
GROUP 2.....	\$ 31.31	23.66
GROUP 3.....	\$ 30.01	23.66
GROUP 4.....	\$ 29.56	23.66

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push

Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
Crane, climbing (such as Linden) - \$.50;

Crane, Pile Driving and Extracting - \$.50
 Crane with boom (including job) over
 100 ft from pin to pin - add \$.01 per foot
 to maximum of \$4.00);
 Crane, using rock socket tool - \$.50;
 Derrick, diesel, gas or electric hoisting material
 and erecting steel (150 ft or more above ground) - \$.50;
 Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or
 tunnel shaft - \$.50;
 Wrecking, when machines are working on
 second floor or higher - \$.50

 ENGI0513-006 05/01/2015

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE
 GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,
 GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,
 MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,
 MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,
 PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.
 FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,
 SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 27.74	23.91
GROUP 2.....	\$ 27.39	23.91
GROUP 3.....	\$ 27.19	23.91
GROUP 4.....	\$ 23.54	23.91

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening
 spreader, asphalt plant console operator; autograder;
 automatic slipform paver; back hoe; blade operator - all
 types; boat operator tow; boiler two; central mix concrete
 plant operator; clam shell operator; concrete mixer paver;
 crane operator; derrick or derrick trucks; ditching
 machine; dozer operator; dragline operator; dredge booster
 pump; dredge engineman; dredge operator; drill cat with
 compressor mounted on cat; drilling or boring machine
 rotary self-propelled; highloader; hoisting engine 2 active
 drums; launchhammer wheel; locomotive operator standrad
 guage; mechanics and welders; mucking machine; piledriver
 operator; pitman crane operator; push cat operator;
 quad-trac; scoop operator; sideboom cats; skimmer scoop
 operator; trenching machine operator; truck crane, shovel
 operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller
 operator asphalt plant fireman (drum or boiler); asphalt
 plant man; asphalt plant mixer operator; backfiller

operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
 Certified Crane Operator - \$1.50;
 Certified Hazardous Material Operator \$1.50;
 Crane, climbing (such as Linden) - \$0.50;
 Crane, pile driving and extracting - \$0.50;
 Crane, with boom (including jib) over 100' from pin to pin
 add \$0.01 per foot to maximum of \$4.00;
 Crane, using rock socket tool - \$0.50;
 Derrick, diesel, gas or electric, hoisting material and
 erecting steel (150' or more above the ground) - \$0.50;
 Dragline, 7 cu. yds, and over - \$0.50;
 Hoist, three or more drums in use - \$0.50; Scoop, Tandem -
 \$0.50;
 Shovel, power - 7 cu. yds. or more - \$0.50;
 Tractor, tandem crawler - \$0.50;
 Tunnel, man assigned to work in tunnel or tunnel shaft -
 \$0.50;
 Wrecking, when machine is working on second floor or higher -
 \$0.50;

 ENGI0513-007 05/05/2014

ST. LOUIS CITY AND COUNTY

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 31.31	23.66
GROUP 2.....	\$ 31.31	23.66
GROUP 3.....	\$ 30.01	23.66
GROUP 4.....	\$ 29.56	23.66

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atney force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size;

lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2015

Rates Fringes

Ironworkers:

ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....	\$ 28.25	27.60
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ATCHISON, BATES, BUCHANAN,
 CALDWELL, CARROLL, CASS,
 CLAY, CLINTON, HENRY,
 JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 SALINE, AND RAY COUNTIES...\$ 31.25 27.60

 IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 18.40	14.68

 IRON0396-004 08/05/2015

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 32.88	23.16

 IRON0396-009 07/30/2014

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 28.01	22.36

 IRON0577-005 08/01/2015

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 25.25	20.85

 IRON0584-004 06/01/2015

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 24.00	13.53

 IRON0782-003 05/01/2015

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD

Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 29.39	18.79
All Other Work.....	\$ 25.12	19.90

LABO0042-003 03/04/2015

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 30.57	14.02

LABO0042-005 03/04/2015

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 29.90	13.22
Laborers, Flaggers.....	\$ 30.57	14.02
Wrecking.....	\$ 29.40	13.22

LABO0424-002 05/01/2014

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1.....	\$ 26.81	12.47
GROUP 2.....	\$ 26.81	12.47
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD,		

TEXAS, WASHINGTON AND		
WAYNE COUNTIES		
GROUP 1.....	\$ 26.81	12.47
GROUP 2.....	\$ 26.81	12.47
FRANKLIN COUNTY		
GROUP 1.....	\$ 28.46	12.47
GROUP 2.....	\$ 29.06	12.47
JEFFERSON COUNTY		
GROUP 1.....	\$ 28.51	12.47
GROUP 2.....	\$ 29.11	12.47
LINCOLN, MONTGOMERY AND		
WARREN COUNTIES		
GROUP 1.....	\$ 27.26	12.47
GROUP 2.....	\$ 27.86	12.47
ST.CHARLES COUNTY		
GROUP 1.....	\$ 29.93	12.47
GROUP 2.....	\$ 29.93	12.47

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed

man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0579-005 05/01/2015

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVISS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 24.92	13.01
GROUP 2.....	\$ 25.27	13.01
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY, HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 23.82	12.31
GROUP 2.....	\$ 24.37	12.31
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 25.37	12.56
GROUP 2.....	\$ 25.72	12.56

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25

feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABOC663-002 04/01/2015

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.57	14.57
GROUP 2.....	\$ 29.75	14.57

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or

concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

 PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

 PAIN0002-006 04/01/2014

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses.....	\$ 24.00	11.72
Brush and Roll; Taping, Paperhanging.....	\$ 22.00	11.72
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 23.00	11.72

Spray; Structural Steel (over 50 feet).....	\$ 23.50	11.72
Tapers using Ames or Comparable Tools.....	\$ 22.50	11.72

PAIN0003-004 04/01/2015

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY
COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 30.33	15.94
Brush & Roller.....	\$ 27.71	15.94
Drywall.....	\$ 27.93	15.94
Paper Hanger.....	\$ 28.21	15.94
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...\$	29.33	15.94
Steeplejack.....\$	33.90	15.94

PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,
HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &
SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 24.06	14.04
Brush & Roller.....	\$ 22.67	14.04
Drywall.....	\$ 22.84	14.04
Paper Hanger.....	\$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...\$	23.56	14.04
Steeplejack.....\$	26.82	14.04

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES

	Rates	Fringes
Painters:		
Finisher.....	\$ 20.18	11.33

Painter.....	\$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator.....	\$ 21.18	11.33

PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,
PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 25.64	13.27
Floor Work.....	\$ 26.14	13.27
Lead Abatement.....	\$ 27.89	13.27
Spray.....	\$ 27.14	13.27
Structural Steel, Sandblasting and All Tank Work.....	\$ 26.89	13.27
Taping, Paperhanging.....	\$ 26.64	13.27

* PAIN1292-002 09/01/2015

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 30.45	12.30
Brush & Roller.....	\$ 24.95	12.30
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 26.95	12.30

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour.
Under 60 ft. \$0.25 per hour.

* PAIN1292-003 09/01/2015

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 30.45	12.35
Brush & Roller.....	\$ 26.10	12.35
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 28.10	12.35

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour
 Under 60 ft. \$0.25 per hour.

 PAIN2012-001 05/01/2012

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
 WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 22.93	11.51
Sandblaster.....	\$ 23.93	11.51
Steeplejack.....	\$ 25.93	11.51

 PLAS0518-006 04/01/2014

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
 HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,
 POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT
 COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.34	20.23

 PLAS0518-007 04/01/2015

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
 COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 30.57	16.20

 PLAS0518-011 04/01/2015

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,
 HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.57	16.20

 PLAS0527-001 04/01/2014

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND		
WARREN COUNTIES.....	\$ 29.03	16.43
JEFFERSON, ST. CHARLES		
COUNTIES AND ST. LOUIS		
(City and County).....	\$ 30.20	16.51

PLAS0527-004 06/01/2014

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 27.04	16.43

PLAS0908-001 05/01/2012

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 25.25	12.55

PLAS0908-005 05/01/2012

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 25.25	12.55

PLUM0008-003 06/01/2015

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 41.64	20.34

PLUM0008-017 06/01/2015

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 41.64	20.34

* PLUM0045-003 09/01/2015

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.50	19.40

 PLUM0178-003 11/01/2013

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
 HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND
 WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.00	14.45

 PLUM0178-006 11/01/2013

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...\$	25.03	14.45
Projects over \$750,000.....\$	28.00	14.45

 PLUM0533-004 06/01/2015

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON,
 JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST.
 CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 43.33	19.32

 PLUM0562-004 07/01/2014

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE
 GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,
 DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,
 IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,
 MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,
 MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,
 PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,
 REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.
 LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,
 SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....\$	34.41	20.44
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....\$	35.75	25.83

 PLUM0562-016 07/01/2014

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City
and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....	\$ 34.41	20.44
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 35.75	25.83

TEAM0013-001 05/01/2015

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 28.19	11.60
GROUP 2.....	\$ 28.35	11.60
GROUP 3.....	\$ 28.34	11.60
GROUP 4.....	\$ 28.46	11.60
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 28.92	11.60
GROUP 2.....	\$ 29.08	11.60
GROUP 3.....	\$ 29.07	11.60
GROUP 4.....	\$ 29.19	11.60
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 31.28	11.60
GROUP 2.....	\$ 31.39	11.60
GROUP 3.....	\$ 30.63	11.60
GROUP 4.....	\$ 31.50	11.60
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 29.93	11.60
GROUP 2.....	\$ 30.04	11.60

GROUP 3.....\$ 31.08 11.60
 GROUP 4.....\$ 30.15 11.60

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;
 Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,
 Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
 Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem
 Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel
 Trucks; Distributor Drivers and Operators; Tank Wagon,
 Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,
 Speedace, Euclids and other similar equipment; A-Frame and
 Derrick Trucks; Float or Low Boy

 TEAM0056-001 09/01/2014

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....\$ 28.22	28.22	11.75
GROUP 2.....\$ 28.38	28.38	11.75
GROUP 3.....\$ 28.37	28.37	11.75
GROUP 4.....\$ 28.49	28.49	11.75
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....\$ 27.49	27.49	11.75
GROUP 2.....\$ 27.65	27.65	11.75
GROUP 3.....\$ 27.64	27.64	11.75
GROUP 4.....\$ 27.76	27.76	11.75
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....\$ 29.43	29.43	11.75
GROUP 2.....\$ 29.54	29.54	11.75
GROUP 3.....\$ 29.58	29.58	11.75

GROUP 4.....\$ 29.65 11.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2015

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.06	13.60
GROUP 2.....	\$ 30.49	13.60
GROUP 3.....	\$ 29.97	13.60

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons; Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork

trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

 TEAM0682-002 05/01/2015

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.32	12.11+a+b+c+d
GROUP 2.....	\$ 32.17	12.11+a+b+c+d
GROUP 3.....	\$ 32.27	12.11+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required

number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Boone,
 State of MO., personally came and appeared Seth Paul,
President, of the SETH PAUL EXCAVATING,
 (Position) (Company Name)

a (Corporation), (Partnership), (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. 21 issued by the Industrial Commission of Missouri on the 10th day of March, 2014,

in carrying out the Contract and work in connection with:

Demo Services w/ CDG
 (Name of Project)

located at Columbia in
Boone County, Missouri, and completed on the 30 day
 of Nov, 2015.

Seth Paul
 (Signature)

Personally appeared before me, a Notary Public, within and for the County of Boone, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 21 day of January, 2016.

My Commission expires 12/21/2018, 2018.

ANN WESTHUES
 Notary Public - Notary Seal
 STATE OF MISSOURI
 County of Boone
 My Commission Expires 12/21/2018
 Commission # 14394162

Ann Westhues
 (Notary Public)

WAIVER OF LIENS AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned Seth Paul Excavating 7777 E. New Haven Columbia Mo
Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the 17 day of Dec, 20 14, covering work to be performed and material to be furnished for:

WHEREAS, Contractor has performed work and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of: Term & Supply DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise. Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Seth Paul
CONTRACTOR

Personally appeared before me, a Notary Public, within and for the County of Boone, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME and acknowledged, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to before me this 21 day of January, 2016.

Ann Westhues
Signature of Official taking Acknowledgment
My Commission Expires: 12/21/18

ANN WESTHUES
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 12/21/2018
Commission # 14394162

ANN WESTHUES
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
Commission Expires 12/21/2018
Commission # 14394162

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

N/A

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

N/A

Name of Subcontractor

Typed or Printed Name

N/A - Scott Paul

Signature

Title

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Boone)
)SS.
State of MO)

My name is Seth Paul. I am an authorized agent of Seth Paul
Excavating, _____ (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the City of
Columbia. This business does not knowingly employ any person who is an unauthorized alien in
connection with the services being provided. **Documentation of participation in a federal work
authorization program is attached to this affidavit.**

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

Seth Paul
_____ Affiant

Seth Paul
_____ Printed Name

Subscribed and sworn to before me this 21 day of January, 2010

ANN WESTHUES
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 12/21/2010
Commission # 14394162

Ann Westhues
_____ Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 16

In the County Commission of said county, on the 12th day of May 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached application by the Sheriff's Department for Bulletproof Vest Partnership 2016 funding.

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

SUBMIT APPLICATION



Application Profile



Sub Application



NIJ Approved
Vests



Submit Application

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2016. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICATION PROFILE

Participant	BOONE COUNTY
Fiscal Year	2016
Number of Agencies Applied	2
Total Number of Officers for Application	139

Number of Officers on 139
Approved Sub-
Applications

SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
Boone County Circuit Court	6	\$4,290.00	\$0.00	\$4,290.00
BOONE COUNTY SHERIFF DEPARTMENT	38	\$29,070.00	\$0.00	\$29,070.00
Agency Totals	44	\$33,360.00	\$0.00	\$33,360.00
Grand Totals	44	\$33,360.00	\$0.00	\$33,360.00
Requested BVP Portion of Total Cost, up to:				\$16,680.00

* Total Taxes, Shipping and Handling Cost for each Application

SUBMIT APPLICATION FOR BVP APPROVAL

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

12th

day of

May

20 16

In the County Commission of said county, on the

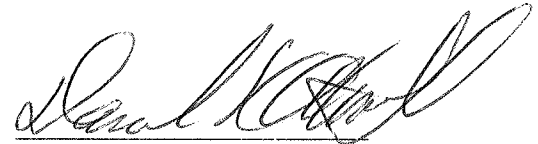
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Adopt-A-Road applications for St. Charles Road and Dodd Road for the period May 2016 to May 2019.

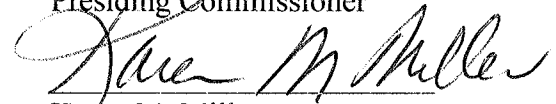
Done this 12th day of May, 2016.

ATTEST:


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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Resource Management Adopt-A-Road Information Sheet

Road Name: St Charles Road Agreement Renewal Date: May 2016 - May 2019
 Starting Point: Intersection with State Route Z Ending Point: County Line

Organization Name: Wettershaw Manor
 (As it appears on the Adopt-A-Road Sign, if requested)

Contact Person: Hans Andrew Wetter Title: _____

Address: 10001 E. St Charles Road City/State: Columbia, MO Zip: 65202
 Phone #1: 573-881-1655 Phone #2: 573-881-1654 Fax: None Email Address: wettershawmanor@yahoo.com

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: Paulette Wetter Title: _____

Address: 10001 E. St Charles Road City/State: Columbia, MO Zip: _____
 Phone #1: 573-881-1654 Phone #2: 573-881-1655 Fax: None Email Address: wettershawmanor@yahoo.com

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:
DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Resource Management, Public Works, or Boone County Sheriff.
- Trespass on private property.

Hans Andrew Wetter 03/11/16
 Signature (Contact Person) Date

Boone County Resource Management
Adopt-A-Road Information Sheet

Road Name: Dodd ROAD

Agreement Renewal Date: May 2016 - May 2019

Starting Point: Highway 124 + Dodd Rd intersection Ending Point: CREEK Bottom approx 1.5 miles SOUTH of intersection of 124 + Dodd Rd
Organization Name: ~~BOONE COUNTY~~ Dodd ROAD BEAUTIFICATION
(As it appears on the Adopt-A-Road Sign, if requested)

Contact Person: JOHN HORSTMAN Title: M.R.

Address: 1004 PROSPECT ST City: COLUMBIA, MO Zip: 65203

Phone # 1: 612 207 8617 Phone # 2: 573 442 6298 FAX: _____ Email Address: horstman@ncrhm.com

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: MARL Ann BLAIR Title: Ms.

Address: 1004 PROSPECT ST City: COLUMBIA, MO Zip: 65203

Phone # 1: 573 442 6298 Phone # 2: 573 424 6760 FAX: _____ Email Address: MA Blair @ gmail.com

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Resource Management, Public Works, or Boone County Sheriff.
- Trespass on private property.

John Horstman
Signature (Contact Person)

April 13, 2016
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

12th

day of

May

20 16


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

Now on this day the County Commission of the County of Boone does hereby grant permanent utility easements to Boone Electric Cooperative to serve the Boone County Jail Radio Tower (Exhibit A - attached) and the Emergency Communication Center (Exhibit B - attached).

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Utility Easement authorization.

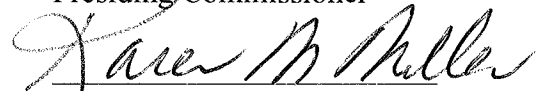
Done this 12th day of May, 2016.

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

Utility Easement

Boone County, Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, successors in office to the Judges of the County Court of Boone County, Missouri, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205- 0797, "Grantee", a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

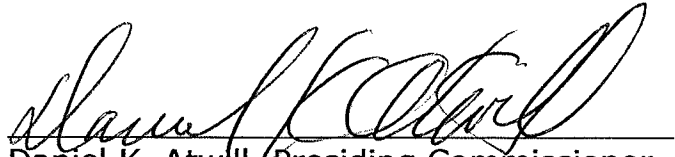
The property described on Exhibits A and B attached to this document.

Otherwise known as 2121 N. Roger Wilson Memorial Dr, Columbia, Missouri.

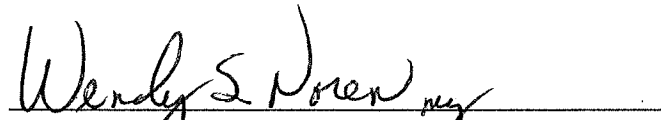
That easement is a nonexclusive easement over and across that land, with right of ingress and egress to and from that land to place and install underground electrical equipment.

Grantee will have full right of ingress and egress to, from, and over easement for doing anything necessary or useful for the enjoyment of the easement. Grantor will keep the easement clear of all future buildings, structures, obstructions that might interfere with the operation or maintenance of the electric equipment, except where permitted by Grantee.

BOONE COUNTY, MISSOURI
By and through its County Commission


Daniel K. Atwill, Presiding Commissioner

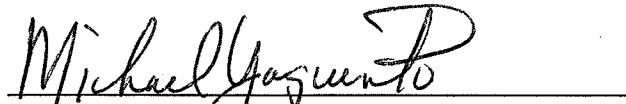
ATTEST:


Wendy S. Noren, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 12th day of May, 2016, before me appeared Daniel K. Atwill, to me known to be the Presiding Commissioner of Boone County, Missouri, and acknowledged that he executed the foregoing instrument on behalf of Boone County, Missouri, and that he was duly authorized to execute the foregoing instrument on behalf of said county for the purposes therein stated.

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


Notary Public

My commission expires: 9-9-17

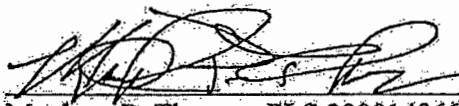
MICHAEL YAQUINTO
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 9, 2017
Commission #13524500

EXHIBIT "A"
**DESCRIPTION OF THE CENTERLINE OF A 20-FOOT
WIDE UTILITY EASEMENT
FOR THE BOONE COUNTY JAIL RADIO TOWER
PROJECT**

A twenty foot wide easement located in the North Half (N½) of the Northeast Quarter (NE¼) of Section 30, Township 49 North, Range 12 West, Columbia, Boone County, Missouri, being part of the Survey recorded in Book 767, Page 785, of the Records of Boone County, Missouri, and being adjacent, adjoining, abutting and 10 feet on either side of the following described centerline:

Starting at the Southwest corner of said Survey recorded in Book 767, Page 785; Thence, along the South line of said Survey, S 88°39'52" E, 1055.23 feet to the Point Of Beginning of this centerline description; Thence, leaving said South line, N 31°42'50" W, 15.50 feet, Thence N 52°32'40" W, 113.94 feet; Thence N 44°17'55" W, 75.79 feet; Thence N 9°35'35" E, 10.40 feet to the end of this centerline description. Sidelines of said easement shall be extended and shortened so as to terminate at the boundary or property lines.




Matthew P. Thomas, PLS 2000148668
Boone County Surveyor

2/19/2016
Date

EXHIBIT "B"

DESCRIPTION OF PROPOSED ELECTRIC EASEMENT
ACROSS BOONE COUNTY PROPERTY
TO SERVE NEW JOINT COMMUNICATION FACILITY
FOR BOONE COUNTY, OWNER
JOB #14015.01

SEPTEMBER 9, 2015

A STRIP OF LAND TWENTY (20) FEET WIDE LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 109, PAGE 385 AND ACROSS PART OF THE EAST-WEST 66' PROPOSED EASEMENT AND "BOONE COUNTY JAIL" TRACT SHOWN BY THE SURVEY RECORDED IN BOOK 1196, PAGE 466 AND BEING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 797, PAGE 786 (SHOWN ON THE SURVEY IN BOOK 1196, PAGE 466 AS THE "ARMORY SITE"); THENCE WITH THE SOUTH LINE OF SAID TRACT, S89°03'19"E, 253.85 FEET; THENCE LEAVING SAID SOUTH LINE, S0°56'41"W, 234.30 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N55°35'30"E, 365.00 FEET; THENCE N86°07'00"E, 60.00 FEET; THENCE S38°45'00"E, 165.00 FEET TO THE END OF THE DESCRIBED CENTERLINE. THE DESCRIBED STRIP CONTAINS 11,800 SQUARE FEET (0.27 ACRES).

ALLSTATE CONSULTANTS LLC


JAMES R. JEFFRIES PLS-2500



SEPT. 9, 2015
DATE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

12th

day of

May

20 16

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 grant authorization to seek proposals for refinancing of the Boone Hospital Debt – 2008 Bond issue as described in the attached recitals documentation.

It is further ordered the Boone County Commissioners are hereby authorized to sign said recital document.

Done the 12th day of May, 2016.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

6. The Board has found and determined that it is necessary and desirable to achieve certain economic savings by providing for the refunding, defeasing and providing for the payment of all or some of the outstanding Series 2008 Bonds maturing on August 1, 2016 and thereafter (the “**Refunded Bonds**”), with those Series 2008 Bonds maturing on August 1, 2019 and thereafter being called for redemption prior to maturity on August 1, 2018, and the County is authorized under the provisions of the Act and Section 108.140(2) of the Revised Statutes of Missouri, as amended, to issue and sell refunding revenue bonds (the “**Refunding Bonds**”) for such purpose.

7. The Board has requested the County to authorize the County’s financial advisor to request proposals from investment banking firms to underwrite the Refunding Bonds and from law firms to serve as disclosure counsel to assist the Board and the County in preparing an Official Statement to offer the Refunding Bonds for sale.

NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

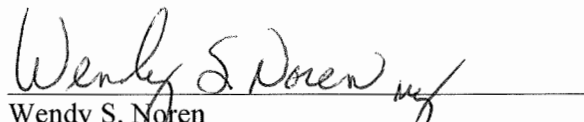
Section 1. Authorization for Seeking Proposals. The County Commission hereby authorizes Columbia Capital Management, LLC, Financial Advisor to the County, to request proposals from investment banking firms to underwrite the Refunding Bonds and from law firms to serve as disclosure counsel to assist the Board and the County in preparing an Official Statement to offer the Refunding Bonds for sale. The County Commission authorizes the Treasurer of the County and the Treasurer of the Board to select the underwriter and disclosure counsel on behalf of the County and the Board.

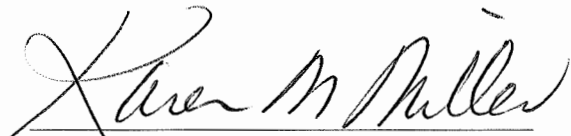
Section 2. Effective Date. This Order shall take effect and be in full force immediately after its approval by the County Commission.

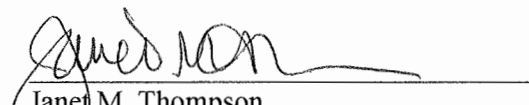
APPROVED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI,
THIS 12th DAY OF May, 2016.

(SEAL)


Daniel K. Atwill
Presiding Commissioner


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

ORDER OF THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI AUTHORIZING A REQUEST FOR PROPOSALS FROM INVESTMENT BANKING FIRMS TO SERVE AS UNDERWRITER IN CONNECTION WITH THE REFUNDING OF A SERIES OF BOONE COUNTY, MISSOURI HOSPITAL REVENUE BONDS (BOONE HOSPITAL CENTER), SERIES 2008; AND AUTHORIZING THE SELECTION OF DISCLOSURE COUNSEL TO ASSIST THE COUNTY AND THE HOSPITAL BOARD IN PREPARING AN OFFICIAL STATEMENT TO BE USED TO OFFER A SERIES OF HOSPITAL REFUNDING REVENUE BONDS.

RECITALS

1. Boone County Missouri (the “**County**”), together with the Board of Trustees of Boone County Hospital (the “**Board**”), owns an acute care hospital and related facilities, known as Boone Hospital Center (the “**Hospital**”), pursuant to Sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri, as amended (the “**Act**”).

2. The Board is duly constituted, established and elected pursuant to the Act and has the authority under the Act to operate, maintain and manage the Hospital, to enter into contracts for the use, operation or management of the Hospital and, with the consent of the County Commission, to enter into leases of the Hospital.

3. The Board has entered into an Amended and Restated Lease dated January 1, 2001 (as heretofore or hereafter amended, the “**Lease**”), with CH Allied Services, Inc., a Missouri nonprofit corporation (the “**Lessee**”), currently in effect through December 31, 2020, pursuant to which the Lessee has full management, control and use of the Hospital.

4. The County Commission is authorized pursuant to the Act to issue and sell revenue bonds of the County for the purpose of providing funds for the acquisition, construction, equipment, improvement, extension, repair and furnishing of hospitals and related facilities, provided that the principal of and interest on such revenue bonds shall be payable solely from the net income and revenues arising from the operation of such hospitals and related facilities after providing for the cost of operation and maintenance thereof.

5. Pursuant to an Indenture of Trust dated as of December 1, 2002 (the “**Original Indenture**”), as supplemented by a First Supplemental Indenture of Trust dated as of August 1, 2004, a Second Supplemental Indenture of Trust dated as of June 1, 2008, a Third Supplemental Indenture of Trust dated as of July 1, 2012, and a Fourth Supplemental Indenture of Trust dated as of August 1, 2014 (the Original Indenture, as supplemented, referred to herein as the “**Indenture**”), each among the County, the Board and UMB Bank, N.A., as trustee (the “**Trustee**”), the County has previously issued and has outstanding (a) its Hospital Revenue Bonds (Boone Hospital Center), Series 2008, in the original principal amount of \$100,000,000, and currently outstanding in the principal amount of \$82,085,000 (the “**Series 2008 Bonds**”), (b) its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2012, in the original principal amount of \$11,410,000, and currently outstanding in the principal amount of \$8,130,000, and (c) its Hospital Refunding Revenue Bonds (Boone Hospital Center), Series 2014, in the original principal amount of \$3,640,000, and currently outstanding in the principal amount of \$3,265,000.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 16

County of Boone

12th

day of

May

20 16

In the County Commission of said county, on the

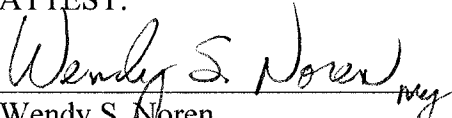
the following, among other proceedings, were had, viz:

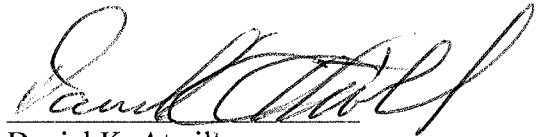
Now on this day the County Commission of the County of Boone does hereby approve the recommendations by the Community Health Advisory Council as described in the attached which include the following:

- Issuance of a targeted RFP for Mental Health services
- Entering into an agreement for a Pilot Transportation Project with CMCA
- Approve Family Health Center's request to amend their contract
- Approve the Strategic Innovation Opportunity funding request

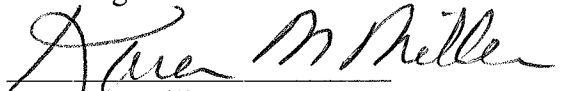
Done the 12th day of May, 2016.

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

3. PROJECT INFORMATION AND REQUIREMENTS

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, hereby solicits formal written proposals from eligible organizations for the provision and delivery of mental health services to address community health needs.

3.2. Background:

As part of an amendment to the lease agreement between Boone County Hospital and Barnes Jewish Christian dated December 27, 2006, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

3.3. Purpose Statement:

The County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental and social well-being to cultivate a safe and healthy community.

3.4. Funding Goals:

This RFP seeks proposal applications which address community health needs, specifically through the provision of mental health services, and clearly demonstrate an impact on need(s)/population(s) identified by one or more of the following resources:

- Boone Hospital's Community Health Needs Assessment:
http://assets.thehcn.net/content/sites/boone/Boone_Hospital_Center_CHNA.pdf
- County Health Rankings (Boone):
<http://www.countyhealthrankings.org/app/missouri/2015/rankings/outcomes/overall>
- Columbia/Boone County Community Health Assessment:
<http://gocolumbiamo.com/Health/PublicHealthandHumanServicesPublications.php>
- Community Input Report created for Boone County Children's Services Board:
http://www.showmeboone.com/communityservices/common/pdf/Community_Input_Report_Final.pdf

3.5. Minimum Eligibility Requirements:

Agencies must, at a minimum, meet the following criteria to be eligible for funding:

- Any tax-exempt, not organized for profit agency or governmental entity
- Be in good standing with the state of Missouri
- Conduct an annual independent financial audit
- File a Federal 990 annually
- Be certified, accredited or licensed in the services for which funds are requested
- Require annual background checks, including child abuse and neglect screenings on all

- employees and volunteers if the employee works directly with children
- Refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with all applicable provisions of Federal and State laws which prohibit discrimination in employment and the delivery of services
 - Comply with RSMo §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

3.6. Funding Available

There is a total of \$250,000.00 available for purchase of mental health services that address community health needs. Applications for funding for purchase of services should expand availability of services currently offered in Boone County or make available a service that does not currently exist in Boone County.

3.7. Scope of Work and Deliverables:

Offeror shall demonstrate in their proposal response how they propose to deliver and provide mental health services as outlined in the information required in the following online application:

- 3.7.1. **Program Overview:** Information on the Statement of Issue Being Addressed, Target Population, Description of Program Service(s), Program Service Need, and Program Personnel.
- 3.7.2. **Program Services:** Information on each type of Program Service that will be offered including Unit Measure, Unit Rate, Number of Units of Service to be Provided, Number of Unduplicated Individuals to be Served, Average Number of Units of Service per Unduplicated Individual, Average Cost of Service per Individual, Amount Requested, and Proposed Number of Units of Service.
- 3.7.3. **Program Budget Worksheet and Narrative:** Information and narrative on the Revenue and Expenses for this program including the Personnel and Non Personnel Costs and the Number of Direct Program Staff to be utilized.
- 3.7.4. **Program Consumer Demographics:** Information on the demographic information of the program including information on Residence, Race/Ethnicity, Gender, Income, and Age.
- 3.7.5. **Program Performance Measures Information Section:** Information on each proposed Program Service that will include the Outputs, Outcomes, Indicators, and Method of Measurement for each service.



AGREEMENT FOR TRANSPORTATION PILOT PROJECT

THIS AGREEMENT dated the _____ day of _____, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission, hereinafter called "County", and **Central Missouri Community Action**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **CMCA**.

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, the County recognizes transportation is one of the leading barriers to access of services; and

WHEREAS, the County desires to increase access to services by increasing access to transportation; and

WHEREAS, CMCA is currently receiving grant funding coordinated by the Mid-MO Regional Planning Commission for a Mobility Management Project. The project has the goals of coordinating transportation and connecting people with transportation services.

WHEREAS, the County desires to pilot a transportation service program through the Mobility Management Project by providing funding for utilization of transportation services by Boone County residents to access services when no other option is available.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY CMCA

CMCA is expected to the greatest extent possible to maximize funding from all other sources. CMCA shall periodically, upon request, furnish to the County information as to its

efforts to obtain such other sources of funding. CMCA shall only request reimbursement for services not reimbursable by any other source. CMCA shall not invoice the County for services invoiced to another funding source. CMCA shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund is not a duplication of reimbursement from any other source of funding.

1. **Purchase.** The County agrees to provide funds for transportation services to CMCA and CMCA agrees to deliver coordination of transportation services and connection between people who are in need of transportation services with the most reasonable, cost effective transportation services for Boone County residents to access mental health, social, and human services. The total allowable compensation under this agreement shall not exceed **\$5,000.00** per quarter unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested. The following additional terms and conditions shall apply:

a. CMCA shall create a standard intake form to determine eligibility for the use of transportation services funds. At a minimum this form must include an individual's current residence, income, and need for the service. To qualify for these funds an individual must reside in Boone County, have an income level at or below 200% of the poverty level, and have a need to access a mental health, social, or human service. The eligibility criteria and form shall be approved by the Director of Community Services Department.

b. CMCA shall advertise the availability of transportation service funds to organizations funded by the Children's Services Fund, Community Health Fund, and Domestic Violence Fund. CMCA shall coordinate with providers of mental health, social, and human services to increase access to services through the provision of transportation services.

c. CMCA shall develop a client release form to be signed by the mental health, social, or human service agency or individual to confirm that an individual actually attended a meeting or appointment.

2. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2016 subject to the provisions for termination specified below. This contract may at the sole discretion of the County and with the agreement of CMCA be renewed for an additional two (2) one-year periods. CMCA agrees and understands that the County may require supplemental information to be submitted by CMCA prior to any renewal of this agreement.

3. **Billing and Payment.** All billing shall be invoiced to County quarterly by the 10th of the month following the quarter for which services were provided. The County agrees to pay all quarterly statements within thirty days of receipt of a correct and valid invoice/quarterly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the CMCA, the

County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

5. **Reporting.** CMCA agrees to submit to the County data regarding utilization of transportation services on a quarterly and year-end basis. Quarterly reports should include, at a minimum, the following data: number of unduplicated individuals served, client demographic information (gender, age, race/ethnicity, income, and age), type of services accessed, transportation methods utilized, client satisfaction data, client referral data, service provider feedback and other information and data deemed appropriate by the County. Year-end reports shall include a compilation of all the quarterly data and narratives that address the progress of the Mobility Management Project in coordinating transportation efforts, anecdotal information on how this project connects people with transportation services, and how funds for transportation services contributed to the progress. CMCA agrees to submit its report in a format determined by the County. Payments may be withheld from CMCA if reports designated here are not submitted on time, until such time as the reports are filed and approved.

6. **Audits.** CMCA also agrees to make available to the County a copy of its annual audit within four months after the close of CMCA's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to County program activities be made available to County as part of the required audit. Payment may be withheld from CMCA, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

7. **Monitoring.** CMCA agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and inspect CMCA's services, activities, programs and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, CMCA hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of Community Health Funds and all other matters set forth in the contract.

8. **Modification or Amendment.** In the event CMCA requests to make any change, modification, or an amendment to funded services, one-time items, activities and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County Commission for approval. A board resolution from CMCA may be required with the request.

OTHER TERMS OF THIS CONTRACT

9. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with CMCA's policies and procedures and in accordance with any local/state/federal regulations. CMCA agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. CMCA must comply with Missouri law regarding confidentiality of client records.

10. **Discrimination.** CMCA will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, County or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Community Health Fund to be used for Services Provided.** CMCA agrees that the Community Health Funds shall be used exclusively for transportation services to address the barrier to accessing mental, social, and human services.

12. **Accreditation/Licensure/Certifications.** All organizations must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

13. **Conflict of Interest.** CMCA agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and CMCA, and this shall include any transaction in which CMCA is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

14. **Subcontracts.** CMCA may enter into subcontracts for components of the contracted service as CMCA deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, the CMCA shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

15. **Employment of Unauthorized Aliens Prohibited.** CMCA agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. CMCA shall require each subcontractor to affirmatively state in its Agreement with the CMCA 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. Provider shall also require each subcontractor to provide CMCA a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

16. **Litigation.** CMCA agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against CMCA or any individual acting on the CMCA's behalf, including subcontractors, which seek to enjoin or prohibit CMCA from entering into this contract agreement of performing its obligations under this agreement.

17. **Board Ownership.** If CMCA ceases to be funded by the County or ceases to provide programs and services to address community health needs pursuant to this contract, all capital equipment, materials, and buildings purchased with Community Health Funds shall be returned to Boone County unless so otherwise approved by a majority vote of the County. In addition, if CMCA no longer uses capital equipment, materials, or buildings purchased with Community Health Funds for its original intent, CMCA will need County approval to re-direct the use of such.

18. **Failure to Perform/Default.** In the event CMCA, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to CMCA as set out herein. This contract will be terminated at the option of the County.

19. **Termination.** County may terminate this agreement at will by giving at least 30 days prior written notice to the CMCA. This agreement may be terminated by the County upon 15 days advance written notice for any of the following reasons or under any of the following circumstances:

a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of County, or

c. County may terminate this agreement should the CMCA fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

20. **Indemnification.** To the extent permitted under Missouri law, CMCA agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of CMCA (meaning anyone, including but not limited to consultants having a contract with the CMCA or subcontractor for part of the services), or anyone directly or indirectly employed by CMCA, or of anyone for whose acts CMCA 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 negligence.

21. **Publicity by the Organization.** CMCA shall notify the County of contact with the media regarding Community Health Fund funded programs or profiles of participants in Community Health Fund funded programs. CMCA will acknowledge the County as a funding source whenever publicizing Community Health Fund funded programs. CMCA will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. CMCA agrees to acknowledge the Community Health Fund as a funding source on all written and electronic publications including brochures, letterhead, annual reports and newsletters.

22. **Independence.** This contract does not create a partnership, joint venture or any other form of joint relationship between the County and CMCA. The County does not recognize any of the CMCA's employees, agents or volunteers as those of the County.

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

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

25. **Record Retention Clause.** CMCA shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of the this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

26. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Emergency Dental Referral Program

Contract Amendment Request

Background

Family Health Center anticipated providing dental services to 600 (50 per month) Boone County emergency room patients in calendar year 2016 as a result of the Boone County Community Health Fund. Each patient was to receive \$250 worth of dental services, based on the cost of an exam, x-ray, and single tooth extraction. The patient estimate was based on data provided by the Missouri Information for Community Assessment (MICA) data, which indicated that 662 patients (55 per month) presented to Boone County emergency rooms for disorders of the tooth and jaw in 2013¹. Family Health Center projected that approximately 90% of the 662 emergency room patients (50 per month) would receive services at Family Dental Center.

Referral-to-Service Estimate

Since implementation, Family Health Center has received an average of 68 referrals per month, 18 more per month than anticipated. However, the average number of referrals resulting in services is 30 per month. That is, only 44% of referrals received per month result in services which is significantly less than the projected 90%. Family Health Center dentists credit the low referral-to -service rate to the prescription of antibiotics and application of dental blocks in the emergency room. If patients no longer experience dental pain, they are much less likely to follow through with the referral. Family Health Center staff continues to reach out to these patients. It is worth noting that 30% of the year has passed and Family Health Center has only utilized 15% of the program's allocated resources (\$22,244/\$150,000).

Per Beneficiary Estimate

To date, over one hundred and ten patients have benefitted from dental services provided by this program. The complexity of dental pathology for this population was underestimated in the original application. Patients require an average of \$263 per dental service, \$13 more than projected. A subsector of the population has required multiple tooth extractions, which has inflated the average per patient cost. This subsector accounted for thirty percent of all patients (33). Ten patients have required two tooth extractions and five patients have required more than two tooth extractions. These patients typically incur costs between \$350 and \$450.

Proposed Contract Amendment Request

Given the data collected to date, we propose the following amendment to the Boone County Dental Referral Contract:

- Increase the per referral allotment from \$250 to \$450 for ER dental referrals

Most patients require routine extractions; however, many of the offending teeth require surgical measures, which involves cutting of the gingiva, laying a mucoperiosteal flap, removal of bone with a

¹ the most recent year data was available

Boone County Emergency Dental Referral Program

Contract Amendment Request

surgical hand piece, sectioning the tooth, and closing with sutures. Some participants in this program have such poor oral health that they must choose which tooth among several painful teeth to extract or treat. Increasing the per referral allotment will allow Family Health Center dentists to extract up to three teeth if clinically necessary. For the majority of the highest risk patients referred, this measure would help address the patient's chief complaint. Program patients have expressed limited interest in routine follow-up care. These patients have primarily expressed interest in ending their oral pain. Per the current per beneficiary allotment, if a patient requires multiple extractions to end their oral pain, then they often return to the ER for another referral for an additional extraction. We feel that this additional flexibility will reduce subsequent ER visits.

STRATEGIC INNOVATION OPPORTUNITY
CONCEPT PAPER COVER SHEET

Applicant Information

Organization Name: Boone County Commission and Judicial & Law Enforcement Task Force

Federal EIN Number: _____

Organization Type (choose one): tax-exempt/not-for-profit governmental

Address: 801 E. Walnut, Room 333

City, State, Zip Code: Columbia, MO 65201

Name of Executive Director of Organization: Rusty Antel and Janet Thompson

Telephone: (573) 886-4307 Email Address: jthompson@boonecountymo.org

Website: _____

Project Information

Project Title: Sequential Intercept Mapping Workshop

Amount Requested: \$ 10,000 Total Project Cost: \$ 10,000

Are funds requested all or part of a required match for a grant? Yes No

Briefly describe how these funds will be used:

The funds will be used to pay expenses, transportation and fees for two workshop facilitators from the University of Rochester.

The workshop will include 40-50 participants from community stakeholder groups.

Is there any other organization other than the applicant acting as a fiscal agent for this project?

Yes No

If yes, please indicate the following:

Name of Fiscal Agent Organization: _____

Contact Person: _____ Telephone: _____

Name of Project Director (if different from Executive Director): _____

Project Director Title: _____

Telephone: _____ Email Address: _____

Boone County is one of two Missouri counties to have joined the “Stepping Up Initiative,” a national initiative sponsored by the National Association of Counties, the Council of State Governments Justice Center, and the American Psychiatric Foundation, which is aimed at reducing the number of people with mental illness in county jails. The initiative also seeks to provide community alternatives to jail for persons who have contact with law enforcement officers. This issue has an enormous impact on many counties, including Boone County. Counties routinely provide treatment services to the estimated two million people with serious mental illnesses who are booked into county jails each year; the rates of serious mental illness in county jails are three to five times higher than for the general population; adults with mental illness tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; county jails spend two to three times more on adults with mental illnesses than those without those treatment needs, and, without appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, resulting in tragic outcomes for individuals and their families.

On May 21, 2015, the Boone County Commission issued a proclamation affirming its commitment to the Initiative and authorized Associate Commissioner Janet Thompson to help lead the work in Boone County. Thereafter, the Initiative took root in the Judicial and Law Enforcement Task Force, which is chaired by Rusty Antel, a prominent criminal defense lawyer who has also served as the First Assistant Prosecutor in Boone County.

Antel and Thompson have since worked together on the first phase of the Initiative, focusing their efforts on identifying the individuals, agencies and organizations that play a role in one or more situations in which an individual with mental illness comes in contact with law enforcement and the criminal justice system. These situations are known as the “Intercepts” along the trajectory of a person’s life through which contact with law enforcement may occur. While the primary focus of their work has been the adult population, they also have included in their review those entities and individuals who deal with similarly-situated individuals 19 years and under.

By the beginning of April 2016, Antel and Thompson had met with over 75 individuals, who represent the vast majority of the groups and agencies working on related issues. The meetings have served to highlight the intercepts at which Boone County’s needs are the most underserved. They are: **Intercept Zero**, at which law enforcement makes contact with individuals with mental illness who have not committed a crime; **Intercept One**, at which law enforcement makes contact with individuals with mental illness who are suspected of having committed a crime; **Intercept Two**, at which individuals with mental illness are incarcerated in the Boone County Jail, and **Intercept Three**, at which individuals with mental illness are released from the Jail into the community. Antel and Thompson’s research has also helped to identify to

some degree what entities are involved at the various intercepts; barriers in the current system to effective use of existing resources; duplication of resources; the “siloining” of resources; some possibilities for collaboration; and potential solutions to the issues presented. As part of their work, and with assistance from Johnson County Iowa and the National Association of Counties, Antel and Thompson have led efforts in the 13th Judicial Circuit to implement a weekly staffing of cases at Intercept Two that present mental health issues and can be moved more quickly through the system, with more appropriate outcomes and better utilization of resources.

While their research has been a necessary first step, Antel and Thompson recognize the need for a trained facilitator to bring representatives of all of the affected entities and individuals to the table so that the solutions to the issues presented reflect community norms and meet needs recognized by the community at large and those affected by these issues. These results would be best accomplished by undergoing a Sequential Intercept Mapping process, under the guidance of trained facilitators.

In collaboration with Mary Epping, the Court Administrator for the 13th Judicial Circuit, and at the suggestion of Presiding Judge Christine Carpenter, Antel and Thompson sought grant funding from the SAMHSA’s Gains Center for Behavioral Health and Justice Transformation for a workshop on Sequential Intercept Mapping. The grant was not awarded to Boone County. When the Gains Center thereafter was approached about leading a workshop in Boone County, the estimated cost for the workshop was \$17-25,000.

Thompson attended a Gains Center workshop held in Sedalia, Missouri in mid-March, 2016, at which representatives from agencies throughout Pettis County were present. Over 1½ days, the facilitators helped the participants to identify who is working at which intercepts, what each group does and with whom, and what barriers exist to the effective operation at that intercept. The participants later identified the order in which the community should go about dismantling barriers, giving preference to those practices and procedures that could lead to success in the short term but ultimately foster long-term success as well.

Boone County must develop a comprehensive plan that will serve as a guide for collaboration of behavioral health care providers, law enforcement agencies, the court system, the faith community, re-entry programs and the community at large. Now that the entities that should be at the table have been identified, it is believed that a workshop, facilitated by professionals familiar with the Sequential Intercept model is necessary to bring the various agencies, entities and individuals together to identify the path forward for the community. The workshop model, during which the entities are engaged with others working at the same intercepts and with even more who are working at other intercepts and all entities have a voice in crafting solutions, allows the community to have ownership in the process and commit to creating a viable solution. It is

contemplated that the result of the workshop will be the creation of an action plan by the entities involved, with short- and long-term proposals designed to address the core issues identified in the Stepping Up Initiative. It is also contemplated that the action plan will identify specific entities that will continue the work along all of the intercepts to reach the desired results.

Antel and Thompson have reached out to Dr. Steve Lamberti, a Columbia native who is currently the Director of the Schizophrenia Treatment Research Laboratory at the University of Rochester Medical Center, and his colleague, Dr. Don Kamin, Professor and Chief of Clinical and Forensic Services for the Monroe County (NY) Office of Mental Health. Kamin has conducted these kinds of training sessions throughout the State of New York for the Department of Mental Health and Lamberti is also well-versed and skilled in this area, both as a presenter and as a practitioner. Lamberti and Kamin have expressed their willingness to co-facilitate a workshop here in Boone County during 2016. Kamin has proposed his services for \$5,000 plus expenses and Lamberti has proposed his services for expenses only. In order to pay for transportation expenses for both men, hotel for Kamin, and food and beverages for conference participants, it is estimated that the entire cost will be no more than \$10,000. Any funds remaining after expenses are met will be returned to the Boone County Community Health Fund. A successful Sequential Intercept Mapping workshop will involve as many as 50 participants and will require the services of qualified facilitators like Drs. Lamberti and Kamin. The past experiences of Lamberti and Kamin demonstrate that they are eminently qualified to lead Boone County through this workshop. Further, the total cost for a workshop they facilitate will be at most \$10,000, at least \$7,000 less than the amount quoted by the Gains Center. The cost of this workshop is reasonable.

If you have any further questions or concerns, please do not hesitate to contact us at:

Rusty Antel 573-819-7100 or Janet Thompson 573-864-5197