

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 28th day of February 20 17

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Kellie Dickenson and Jason Karrick for a conditional use permit for an agribusines oriented to and exclusively serving the agricultural community on 27.36 acres located at 19175 N Old Hwy 63, Sturgeon, subject to the following conditions:

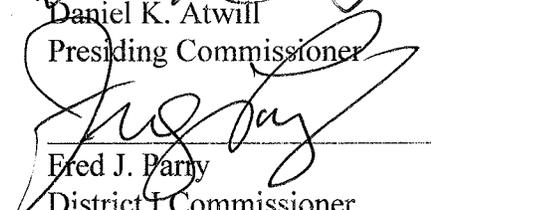
1. Only agricultural equipment is to be served by this business.
2. Any expansion beyond the buildings shown on the exhibit will require revision to the conditional use permit.
3. That the construction of the proposed commercial building be subject to the requirements of the Boone County Fire Protection District & Boone County Resource Management, Building Inspection Division.
4. Dust-free surfacing (minimum of chip-seal) of the driveway and parking surfaces serving the business will be required.
5. Hours of operation shall be limited to 8:00 AM to 5:00 PM Monday through Friday.
6. No operation on the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Done this 28th day of February, 2017.

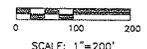
ATTEST:


Wendy S. Noren
Clerk of the County Commission

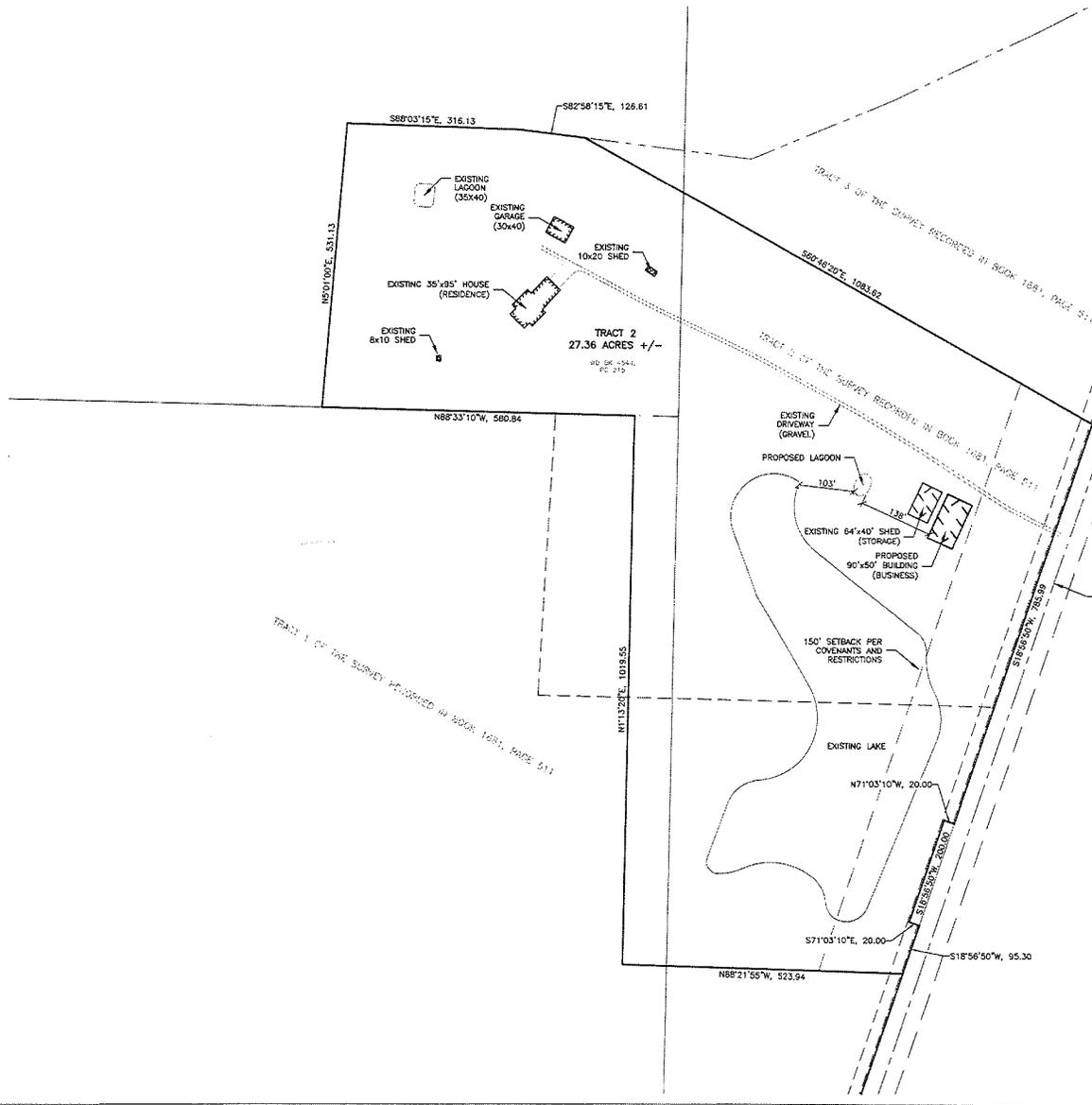

Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Feet	Direction
0	
100	
200	



NOTES

1. THE BASIS OF BEARINGS IS THE NORTH LINE OF TRACT 2 OF THE SURVEY RECORDED IN BOOK 1681, PAGE 511 OF THE BOONE COUNTY RECORDS.

DESCRIPTION TRACT 2: (FROM SURVEY BOOK 1681, PAGE 511)

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, AND A PORTION OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI.

THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, S82°58'15"E 126.61 FEET TO A 1/2" IRON ROD SET AT THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY 63;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, N18°56'50"E 325.00 FEET TO A 1/2" IRON ROD SET AND THE TRUE POINT OF BEGINNING OF TRACT 2;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N88°21'55"W 523.9 FEET TO A 1/2" IRON ROD SET;

THENCE N01°13'20"E 1019.6 FEET TO A 1/2" IRON ROD SET AT THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 26;

THENCE ALONG SAID NORTH LINE, N88°33'10"W 580.8 FEET TO A 3/4" PINCHED IRON PIPE FOUND (N 5.7', E 0.5') AT THE SOUTHWEST CORNER OF TRACT 2 OF A SURVEY RECORDED IN DEED BOOK 310, PAGE 590, IN THE OFFICE OF THE BOONE COUNTY RECORDER;

THENCE ALONG THE WEST AND NORTH LINES OF SAID TRACT 2 OF A SURVEY RECORDED IN DEED BOOK 310, PAGE 590, IN THE OFFICE OF THE BOONE COUNTY RECORDER:

N03°01'00"E 531.1 FEET TO A 3/4" PINCHED IRON PIPE FOUND;

S88°03'14"E 316.1 FEET TO A 3/4" PINCHED IRON PIPE FOUND;

S82°58'14"E 126.61 FEET TO A 1/2" IRON ROD SET;

THENCE LEAVING NORTH LINE OF SAID TRACT 2 OF A SURVEY RECORDED IN DEED BOOK 310, PAGE 590, IN THE OFFICE OF THE BOONE COUNTY RECORDER, S69°45'20"E 1063.6 FEET TO A 1/2" IRON ROD SET AT THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD HIGHWAY 63;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE:

S18°56'50"W 786.0 FEET TO CONCRETE RIGHT-OF-WAY MARKER FOUND;

N71°03'10"W 20.00 FEET TO A 1/2" IRON ROD SET;

S18°56'50"W 200.00 FEET TO A 1/2" IRON ROD SET;

S71°03'10"E 20.00 FEET TO A 1/2" IRON ROD SET;

S18°56'50"W 95.30 FEET TO TRUE POINT OF BEGINNING OF TRACT 2.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 27.36 ACRES MORE OR LESS AND IS A PORTION OF THE LAND DESCRIBED BY DEED RECORDED IN DEED BOOK 1681, PAGE 36, IN THE OFFICE OF THE BOONE COUNTY RECORDER, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR NOT OF RECORD, IF ANY.



C.C.S.
Central Counties
Surveying
800 W. Main Street, Suite 11
Fayette, MO 65242
Phone: (660) 736-0338
Missouri Certificate of Authority
#2514202603

JASON KARRICK & KELLIE DICKENSON
19175 N. OLD HIGHWAY 63
STURGEON, MO 65284

Site Exhibit

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

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STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 28th day of February 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by T-Vine Enterprises to rezone:

- a. From A-2 (Agriculture) to R-MP (Planned Moderate Density Residential) on 19.7 acres
- b. From A-2 (Agriculture) to R-SP (Planned Single-Family Residential) on 4.97 acres
- c. From A-2 (Agriculture) to C-GP (Planned General Commercial) on 22.02 acres
- d. From R-D (Two-Family Residential) to R-DP (Planned Two-Family Residential) on 3.16 acres
- e. From A-2 (Agriculture) and R-S (Single-Family Residential) to R-S (Single-Family Residential) on 7.91 acres all located at 8000 N Route B, Columbia.

Done this 28th day of February, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

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February Session of the January Adjourned

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County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

February

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by T-Vine Enterprises for a Review Plan for Settlers Ridge located at 8000 N Route B, Columbia, subject to the following conditions:

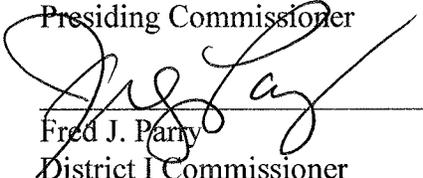
1. A revised review plan and final plan meeting the requirements of the Boone County Zoning Regulations must be submitted prior to any building construction within each planned district.
2. Off-site road improvement shall be built by the developer in accordance with the phasing plan and offsite improvement schedule attached to the Preliminary Plat/Review Plan.
3. The review plan approval shall be extended by 3-years for a total of 5-years from the date of approval.

Done this 28th day of February, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

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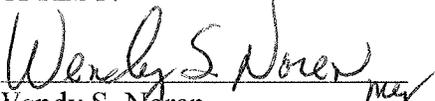
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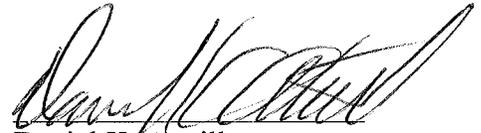
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by North Battleground LLC to rezone from A-2 (Agriculture) to R-SP (Planned Single-Family Residential) on 38 acres located at 8321 E St Charles Rd, Columbia.

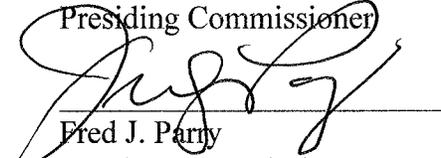
Done this 28th day of February, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the 28th day of February 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by North Battleground LLC to approve a review plan on 38 acres located at 8321 E St Charles Rd, Columbia., subject to the following conditions:

1. Prior to approval of the final development plan the developer shall enter into a development agreement, addressing traffic impact mitigation, with Boone County.
2. Prior to final plan submission the developer shall submit preliminary water quality BMP calculations on Boone County Stormwater Forms for review and approval by the Director. The Director may require submittal of a revised review plan and preliminary plat if warranted by the findings of the preliminary calculations.
3. Prior to final plan approval the developer may submit a new annexation agreement with Columbia that does not require compliance with Columbia's Storm Water Regulations.

Done this 28th day of February, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

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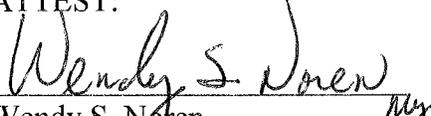
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

- Clearview Meadows. S7-T49N-R12W. A-2. Ryan Pelc and Ashely Pelc, owners. Mark W. Robertson, surveyor.
- Charlie Ridge. S35-T50N-R13W. A-2. Austin Mueller and Jessica Mueller, owners. Steven R. Proctor, surveyor.
- Replat of Lots 70, 71 and 72 of the Woodlands Plat 4A. S21-T48N-R12W. R-S. Phillip A. Shindler and Jeri Lou Shindler, owners. Ronald G Lueck, surveyor.
- Nature Lane Plat 1. S7-T49N-R13W. A-2. Robert W. Wilson Trust and Joan Wilson Trust, owners. Christopher M Sander, surveyor.
- Whiskey Wolff Creek Plat 2. S14-T49N-R13W. R-S. Von Wolff, LLC, owner. Jay Gebhardt, Surveyor.
- Valley Spring Plat 4. S13-T48N-R14W. A-2. Hereth Properties LLC, owner. Kevin M. Schweikert, surveyor.

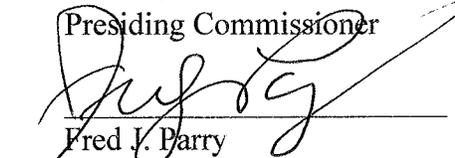
Done this 28th day of February, 2017.

ATTEST:

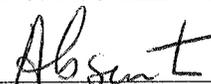

 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Fred J. Parry

District I Commissioner


 Janet M. Thompson

District II Commissioner

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STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

28th

day of

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20

17

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 Nursery Heights Subdivision Development Agreement between Boone County and Nursery Heights Development Group, LLC, agreed in accordance with Section 1.7.5 of the Boone County Subdivision Regulations. It is further ordered that the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 28th day of February, 2017.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Absent
Janet M. Thompson
District II Commissioner

NURSERY HEIGHTS SUBDIVISION
DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is effective this 28th day of February, 2017, by and between **Nursery Heights Development Group, LLC**, a Missouri limited liability Company ("Developer"), and the **County of Boone**, a Missouri political subdivision, (the "County").

A. RECITALS:

WHEREAS, Developer owns a parcel of property described on Exhibit "A" (the "Parcel"); and,

WHEREAS, Developer wants to develop the Parcel into single-family residential subdivision to be known as Nursery Heights Subdivision; and,

WHEREAS, the parties have determined that significant road improvements and controls close to and within the Parcel are needed to mitigate the impact of the Parcel's development.

WHEREAS, The County will require the Developer to construct those improvements and controls as conditions precedent to the County's approval of Developer's final plats; and,

WHEREAS, Developer agrees to those conditions so that its final plats can be approved; and,

WHEREAS, Developer would benefit from its performance of this agreement because performance of those conditions will make the Parcel more desirable; and,

WHEREAS, the parties now enter this Development Agreement in accordance with Section 1.7.5 of the Boone County Subdivision Regulation to state the parties' obligations regarding Developer's contributions to traffic improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

B. DEVELOPER'S AGREEMENTS:

1. Developer will construct Nursery Road to the collector road specifications set forth in the Boone County Roadway Regulations, Chapter II (Regulations). All remaining roads within the Parcel will be constructed to local road specifications also set forth in those Regulations. That portion of Nursery Road that will be improved by Developer is shown in the attached Exhibit B, which is incorporated herein by reference. As to the improvements to Nursery Road, Developer further agrees to the following:

- A. As part of Phases A, B, and D of the Development, Developer will improve all of Nursery Road that lies within the Parcel.
- B. Developer will obtain all appropriate permits from County for said road improvements to Nursery Road.
- C. Developer will construct all roads within the Parcel as detailed on the Preliminary Plat to county standards.

2. The Parcel will be completed and final plats will be submitted to the Boone County Commission (Commission) for approval in phases. These phases and the roads to be completed within them are shown on the Nursery Heights Preliminary Plat approved by the Boone County Planning and Zoning Commission on August 18, 2016 (Preliminary Plat). Phase A will be completed first, then Phase B will be completed, with Phase D to be completed concurrently with or after Phase B, after which Phase C will be completed, with Phases E and F to follow in order. Upon completion of each such phase, and before submission to the Commission of any further final plats, a final plat of that completed phase alone will be submitted to the Boone County Commission for approval.

3. At completion of the extension of Campus Drive, and as a condition precedent to the County's approval of any building permits for any lots beyond the first 49 lots, Developer will close that Campus Dr. extension at the boundary between the Parcel and University Estates by installing a temporary gate across Campus Dr. to specifications determined by and acceptable to both the County and the Boone County Fire Protection District. A diagram depicting the gate location is attached hereto as Exhibit C and incorporated herein by reference. Developer will see that Campus Drive remains closed by that temporary gate until the County has issued building permits for 100 lots in the Parcel, at which time Developer will open the Campus Drive extension by removing the temporary gate and all its support structure, both above and below ground level. During this time Developer will also install and maintain a sign approved by the County at the connection point stating "Local Traffic Only."

C. THE COUNTY'S AGREEMENTS:

4. As consideration for Developer's performance of this agreement to Boone County's specifications and Developer's full compliance with all other applicable laws and regulations, the County will:

- A. Accept the improved Nursery Road for maintenance; and
- B. Approve final plats and building permits for Nursery Heights Subdivision.

D. GENERAL TERMS:

6. OTHER LAW:

This agreement will not effect Developer's obligations under, or the operation of, any Boone County regulations or other law, including future changes, which will all remain in full effect.

7. NONAPPROPRIATION: Notwithstanding any provision in this Development Agreement, any County obligation under this Development Agreement that requires it to expend funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then current fiscal year.

8. TERMINATION: This agreement will terminate upon the County's approval of the Final Plat for the entire development.

9. SURVIVAL OF AGREEMENT UPON ANNEXATION: This agreement will survive the Parcel's annexation by any Missouri political subdivision. In the event of an annexation of the entire Parcel the parties may, however, amend this Agreement.

10. AGREEMENT TO BE RECORDED: This agreement and any notices relating to it will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the parties and their successors and assigns.

11. MISCELLANEOUS:

a. Signatories' Authority: Each person signing this Agreement on behalf of either of the parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.

b. Amendments: The parties may amend or modify this Development Agreement only by written instrument duly executed by the parties.

c. Severability: If a court holds any part, term, or provision of this Development Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Development Agreement.

d. Governing Law: The laws of the State of Missouri shall govern this agreement, and all actions to enforce this agreement shall be filed in the Circuit Court of Boone County, Missouri.

e. Complete Agreement: All negotiations, considerations, representations, and understandings between the parties are incorporated herein as the full and complete agreement of the parties.

f. Notice of Default: No party may declare a default of this agreement until it gives written notice to the other party and the defaulting party does not cure or start to cure the default within thirty days after receiving that notice. If the defaulting party has started and diligently proceeds to cure the default, even if that cure extends the above 30 days, then the non-defaulting Party will not bring legal action until the defaulting party fails to diligently complete that cure.

g. Default: Each party acknowledges that the parties will be expending considerable funds, committing time at a substantial cost and making obligations with third parties, all in reliance upon and in anticipation of the timely performance of this agreement by the other parties. If any party defaults under this agreement, the aggrieved parties may pursue any remedies available under law or in equity against the defaulting party.

h. Waiver: No waiver of any provision of this agreement will constitute a waiver of any other provision, nor constitute a continuing waiver, nor be a waiver of any subsequent default or defaults unless provided for by a written amendment to this agreement signed by the parties.

i. Counterparts: This Development Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

j. No Third Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

k. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable law.

l. Notice: Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the County:
Boone County Resource Management
Stan Shawver - Director
801 E. Walnut, Room 315
Columbia, MO 65201-7730

With a copy to:
CJ Dykhouse
County Counselor
801 E. Walnut, Suite 211
Columbia, MO 65201

If to Nursery Heights Development Group, LLC:
Jeff Hemme
5200 Thornbrook Parkway
Columbia, MO 65203

SO AGREED.

[Signatures follow on next page.]

THE COUNTY OF BOONE

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

ATTEST:

[Signature]
Wendy S. Noren, Boone County Clerk

Approved:

[Signature]
Stan Shawver, County Resource Management Director
[Signature]
Bill Flores

Approved as to legal form:

[Signature]
C.J. Dykhouse, Boone County Counselor

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 28th day of February, 2017, before me personally appeared Daniel K. Atwill, as Presiding Commissioner of the Boone County Commission, to me known to be the person described in and who executed the foregoing instrument on behalf of Boone County, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Boone County, Missouri, this 28th day of February, 2017.

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

[Signature]
NOTARY PUBLIC
MICHAEL YAQUINTO
(Print Name)

My Commission expires: 9-9-17

Nursery Heights Development Group, LLC

By: Jeff Hemme

Printed Name: Jeff Hemme

Title: Member

Date: 1-12-17

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 12th day of JANUARY, 2017, before me personally appeared JEFF HEMME, of Nursery Heights Development Group, LLC, to me known to be the person who executed the foregoing instrument on behalf of that LLC, and acknowledged that he executed the same as his free act and deed and with authority on behalf of said LLC for the purposes herein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in BOONE COUNTY, MISSOURI, this 12th day of JANUARY, 2017.

Spencer Haskamp
NOTARY PUBLIC

SPENCER HASKAMP
(Print Name)

My Commission expires: JULY 11, 2019

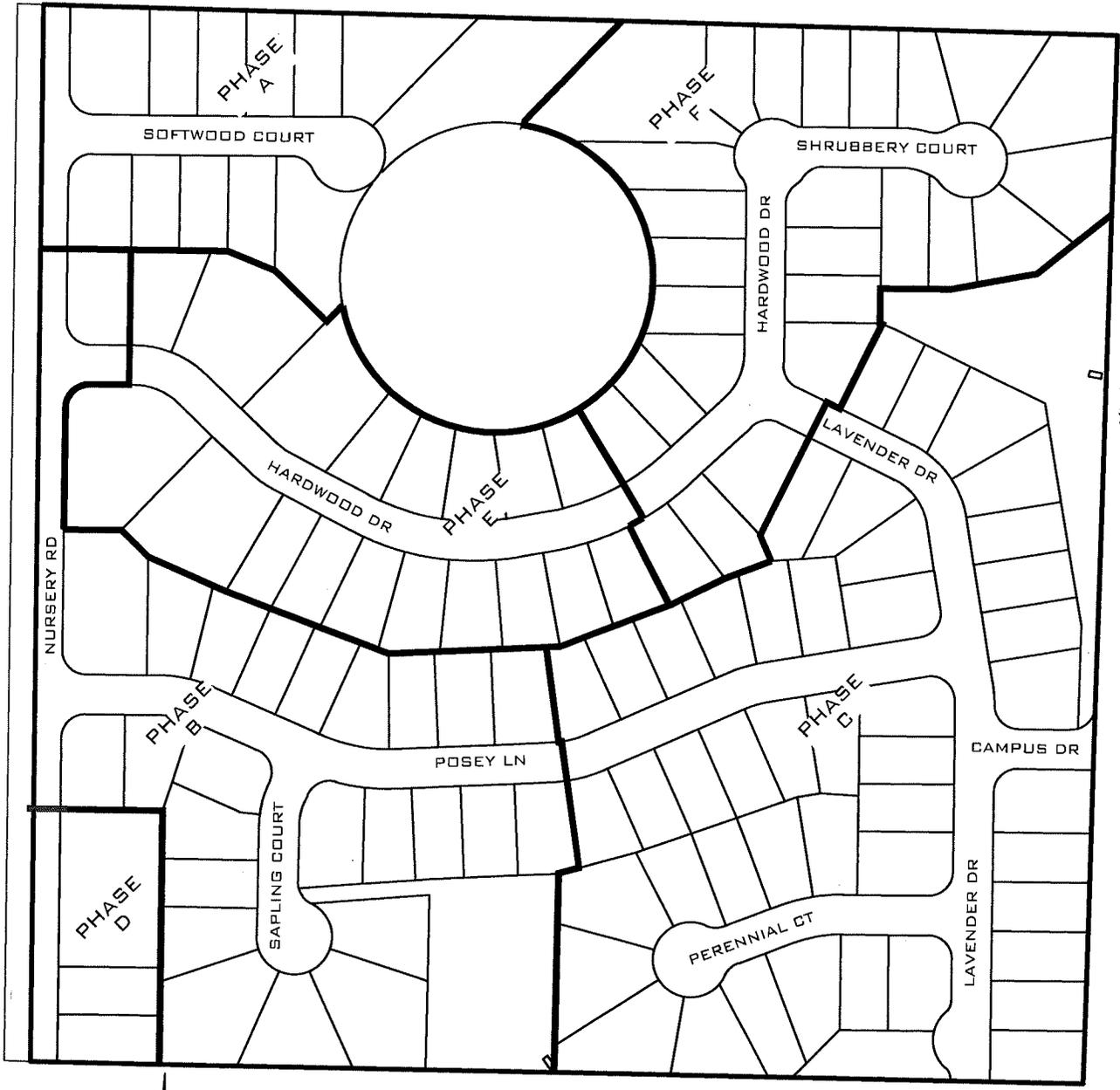
SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2019
Commission #15116674

EXHIBIT A – Description of Property

Four tracts of land located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 9, Township 47 North, Range 13 West, Boone County, Missouri and being the tracts of land described by the following Deeds recorded in Book 2712, Page 113, Book 2796, Page 98, Book 4671, Page 105, and the following Warranty Deeds recorded in Book 4639, Page 75 and Book 4670, Page 45, all being of the Boone County Records and being more particularly described as follows: Beginning at the Southwest corner of said Section 9, also the Southwest corner of Tract 1 of the survey recorded in Book 960, Page 623, Thence along the west line of said Section 9, N0°44'45E, 1328.94 feet to the Northwest corner of Tract 2A of the survey recorded in Book 1777, Page 268; Thence leaving said west line, S88°14'15"E, 1340.39 feet along the north line of the survey recorded in Book 1777, Page 268; Thence along the west line of University Estates Plat No. 2 as recorded in Plat Book 10, Page 189, S1°51'15"W, 919.75 feet to a point along the west Right-Of-Way Line of Campus Drive, Thence S1°49'15"W, 195.95 feet, being the POB of Exhibit "A" as recorded in the Warranty Deeds recorded in Book 4639, Page 75 and Book 4670, Page 45; Thence S1°49'15"W, 203.31 feet to a point along the south line of Tract 2A of the survey recorded in Book 1777, Page 268; Thence along said south line and the south line of Tract 1 of the survey recorded in Book 960, Page 623, N88°39'40"W, 1314.98 feet to the Point of Beginning and containing 40.35 Acres.

EXHIBIT B

X:\Project\NHDG - Nursery Heights Dev Group\NURSERY HEIGHTS\DRAWINGS\PLAT 1\NHDG16-08 Final Plat 1.dwg DEV AGR EXHIBIT



SECTION LINE
1/4 1/4 1/4



SCALE: 1" = 200'

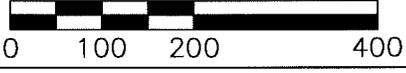
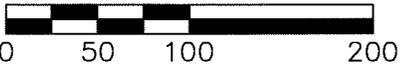


EXHIBIT C



SCALE: 1" = 100'



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STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of February

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 18-06APR16 – Tires for Heavy Trucks and Large Equipment.

The terms of the amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 28th day of February, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

94-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One –18-06APR16 – Tires – Heavy Trucks and Large Equipment

Contract *18-06APR16 – Tires – Heavy Trucks and Large Equipment* was approved by commission for award to C&M Tire, Inc., d/b/a Cross Midwest Tire of Columbia, Missouri on May 3, 2016, commission order 218-2016. This amendment is for an Agreement and Consent to Assignment of Contract from C&M Tires, Inc. to Pomp's Tire Service, Inc, d/b/a Cross Midwest Tire.

Invoices will continue to be paid from department 2045 – RM – Design & Construction, account 59105 – Tires.

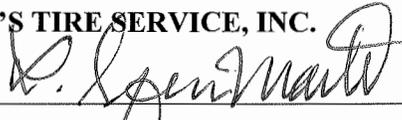
cc: Greg Edington, Rick Harvey, Public Works
Contract File

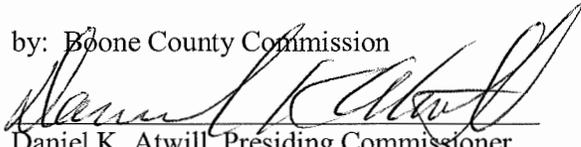
**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
18-06APR16 – TIRES – HEAVY TRUCKS AND LARGE EQUIPMENT**

The Purchase Agreement dated May 3, 2016 made by and between Boone County, Missouri and Cross Midwest Tire Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract **18-06APR16** is hereby assigned to Pomp's Tire Service, Inc. (FEIN 390838986) from C&M Tire, Inc. (FEIN 481082035) per the attached *Agreement and Consent to Assignment of Contract* document signed by Gregory J. Trum Jr. of C&M Tire, Inc. and L. Spencer Martin of Pomp's Tire Service, Inc.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

POMP'S TIRE SERVICE, INC.
by 
title General Manager

BOONE COUNTY, MISSOURI
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

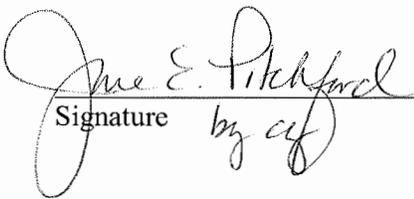
APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

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

 2/17/17 2045/59105 Term & Supply
Signature by af Date Appropriation Account

**AGREEMENT AND CONSENT TO ASSIGNMENT OF CONTRACT
18-06APR16 – TIRES – HEAVY TRUCKS AND LARGE EQUIPMENT**

C&M TIRE, INC.
401 S. 42ND ST.
KANSAS CITY, KS 66106
FEIN#: 48-1082035
(Assignor)

POMP'S TIRE SERVICE, INC.
1123 CEDAR STREET
GREEN BAY, WI 54301
FEIN #: 39-0838986
(Assignee)

RE: Contract: *18-06APR16 – Tires – Heavy Trucks and Large Equipment*

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

C&M TIRE, INC.

by Gregory J. Tramm Jr.
Printed Name: Gregory J. Tramm Jr.
Title: General Counsel & Director HR
Date: 01/30/2017

POMP'S TIRE SERVICE, INC.

by: L. Spener Martie
Printed Name: L. Spener Martie
Title: General Manager
Date: 01/30/17



Company ID Number: 302607

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

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 302807

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

Employer Pumps Tire Service, Inc.

Donna M Gustafson

Name (Last, First, Middle Initial)

Title

Electronically Signed

Signature

02/09/2010

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Last, First, Middle Initial)

Title

Electronically Signed

Signature

02/09/2010

Date



Company ID Number: 302807

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Pumps Tire Service, Inc.

Company Facility Address: 1123 Cedar Street

Green Bay, WI 54301

Company Alternate

Address: P.O. Box 1630

Green Bay, WI 54306

County or Parish: BROWN

Employer Identification

Number: 390838986

North American Industry

Classification Systems

Code: 441

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 2

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

- o WISCONSIN 2 site(s)

Company ID Number: 302807

• PENNSYLVANIA 1 site(s)

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

Name:	Donna M Gustafson	Fax Number:	(920) 433 - 2169
Telephone Number:	(920) 436 - 8301 ext. 203		
E-mail Address:	dgustafson@pompstire.com		
Name:	Karmen D Allen	Fax Number:	(920) 433 - 2172
Telephone Number:	(920) 436 - 8301 ext. 257		
E-mail Address:	kallen@pompstire.com		



Company ID Number: 302607

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

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PURPOSE AND AUTHORITY

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Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

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2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 302807

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

Employer Pomps Tire Service, Inc.

Donna M Gustafson

Name (Please type or print)

Title

Electronically Signed

Signature

02/09/2010

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

03/09/2010

Date



Company ID Number: 302807

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Pomps Tire Service, Inc.

Company Facility Address: 1123 Cedar Street

Green Bay, WI 54301

Company Alternate

Address: P.O. Box 1630

Green Bay, WI 54306

County or Parish: BROWN

Employer Identification

Number: 390838986

North American Industry
Classification Systems

Code: 441

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 3

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

- o WISCONSIN 2 site(s)



Company ID Number: 302807

- PENNSYLVANIA 1 site(s)

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

Name:	Donna M Gustafson	Fax Number:	(920) 433 - 2169
Telephone Number:	(920) 435 - 8301 ext. 203		
E-mail Address:	dgustafson@pompstire.com		
Name:	Karmen D Allen	Fax Number:	(920) 433 - 2172
Telephone Number:	(920) 435 - 8301 ext. 257		
E-mail Address:	kallen@pompstire.com		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

28th

day of February

20 17

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

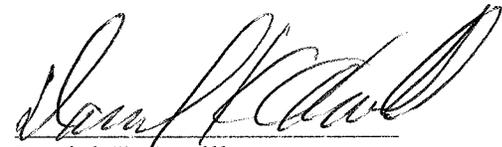
Now on this day the County Commission of the County of Boone does hereby award bid 01-12JAN17 – Auction Services for Real Property to JRWI II, LLC d/b/a United Country Missouri Land & Home Auction Services.

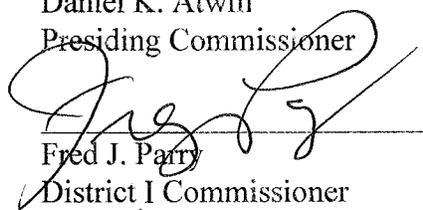
Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Auction Services for Real Property.

Done this 28th day of February, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

95-2017

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 24, 2017
RE: RFP Award Recommendation: *01-12JAN17 – Auction Services for Real Property*

Request for Proposal *01-12JAN17 – Auction Services for Real Property* closed on January 12, 2017. Two proposal responses were received.

The evaluation committee consisted of the following:

Ron Sweet, Assistant Boone County Counselor
Greg Edington, Director of Public Works
Doug Coley, Director of Facilities Maintenance

The evaluation committee recommends award to JRWI II, L.L.C. d/b/a United Country Missouri Land & Home Auction Services per their attached Evaluation Report as follows:

3% Seller Commission, 4% Buyer's Premium and \$1,750 marketing fee paid up front. Upon the successful sale and at the closing of the property, the \$1,750 will be reimbursed to the County.

Revenue will be deposited in department 2040 – Public Works – Maintenance Operations, account 3835 – Sale of Capital Assets. The commission and marketing fee will be paid from department 2040 – Public Works – Maintenance Operations, account 71101 – Professional Services.

ATT: Evaluation Report

cc: Proposal File

Evaluation Report for Request for Proposal

01-12JAN17 – Auction Services for Real Property

OFFEROR # 1: United Country Missouri Land & Home Auction Services

X It has been determined that United Country Missouri Land & Home Auction Services has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

Note: Request 45 days to market property.

Proposed: 4% Buyer & 3% County

Strengths:

- No marketing cost.
- Experience:
 - Kurt Hollenberg, lead person for County, has been in real estate since 1995, offering auctions since 2007 and been with United Country since 2006.
 - United Country has 10 years of experience in the auction business and have conducted over 100 auctions.
- Use both live auctions and on-line auctions that run concurrently and accept phone bids.
- Appears to have a good marketing plan. Good marketing detail.
- Larger support staff and more auction task detail.

Concerns or Areas Needing Clarification:

- 6-month listing retained if property doesn't sell. Need an alternative option. 3% Commission and 4% Buyer's Premium and \$1,750 marketing fee paid up front. Upon the successful sale and at the closing of the property, the \$1,750 will be reimbursed to the County. The \$1,750 would cover all advertising and marketing expenses, including signage. A detailed marketing expense report will be provided to the County. If the property does not sell, the cost will be \$1,750.
- Buyer's premium of 4%? Why is the Buyer's called a premium and not a commission? Please define premium. A Buyer's Premium is a fee charged to buyers in the sale of a property. For example, if the bid price is \$100,000 and the Buyer's Premium is 4%, the contract sale price will be \$104,000. The County's commission is based off of the bid price. Therefore, in the same example, if the bid price is \$100,000, the County would pay \$3,000 for a total of \$7,000 being paid for the Auction Company.
- Marketing program is internet based. Is there print advertisement? Will they offer print advertisement locally? We do see that it is offered at a National level. What is the cost for local print advertising? Local print advertising via local newspapers, classified.

papers and brochures. The cost averages \$500 to \$1,000 in local advertising for an auction such as this.

- The County desires one designated liaison. Who will be our liaison? Kurt Hollenberg, Broker
- Will they handle disclosures and bidder acceptance/approval? Yes. They distribute the disclosure the County completes about the property and will accept, vet and approve bidders.
- 4% Buyer's Premium and 3% Seller's Commission. Pricing did not change with BAFQ response.

OFFEROR #2: Wolfe Auction and Realty Services

X It has been determined that Wolfe Auction and Realty Services has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

Proposed:

- a) **10% Buyer, County 0%. No sale fee of \$2,000 plus advertising if the property does not sell.**
- b) **5% Buyer, County 5%. No sale fee of \$2,000 plus advertising if the property does not sell.**

Strengths:

- Very strong auction experience. Wolfe Auction and Realty been in business as auctioneers and real estate agents since 2007.
- Have conducted auctions for other public agencies.
- County desires one liaison and Offeror proposed that Owner of company is main contact.
- Willingness to negotiate terms
- Flexibility on auction methods
- Remote bidding
- Web auction
- "Not to Exceed" on print ads
- All marketing except print is free

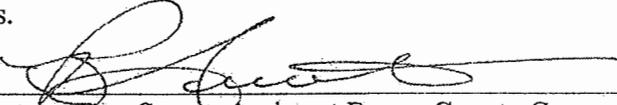
Concerns or Areas Needing Clarification:

- Recommendation is on-line auction but can also have live auction. When do the potential Buyers see the property? There are two separate preview dates and times. The auctioneer is onsite during this time to answer questions.
- No litigation or bankruptcy report. No current litigation, liens or outstanding judgements. No member of Wolfe Auction & Realty has ever been adjudged bankrupt.
- No criminal history report. Wolfe Auction & Realty nor none if its staff has ever been convicted of a felony
- Auction details
 - How many people on site? Minimum of three plus the auctioneer
 - Support staff details? Auctioneer, Auction Setup Coordinator, (2) Online Auction Support Staff
 - Marketing Plan? Multiple advertisements in six print publications (see BAFO) and color flyers posted at local establishments and mailed to potential Buyers.
- Buyer's premium of 4%? Why is the Buyer's called a premium and not a commission? Please define premium. A buyer's premium is applied in auction when a percentage of the bid is added on in most cases to reduce the commission paid by the seller. It is

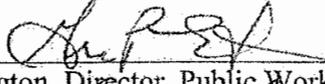
a charge by the auctioneer to cover administrative expenses. The buyer's premium goes directly to the company and does not go to the seller.

- Proposal response was not written per the instructions in the RFP, making it more difficult to evaluate as the evaluators were struggling to locate the information.
- Cost to Boone County for first \$3,000 of advertising. No sale fee of \$2,000 plus advertising if property does not meet minimum bid requirements. 5% Buyer premium, County commission 5%. Seems high. Is this negotiable? Pricing did not change with BAFO Response.

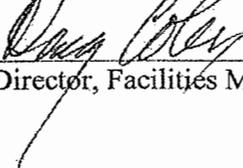
Summary: The evaluation committee met on January 19, 2017. They created some clarification questions that needed to be answered before an award recommendation could be made. The committee met again on February 2 to review the clarification responses. Both auction companies appear qualified and experienced. Both have offered similar method of auction service. United Country offers a more competitive commission/fee schedule and less advertising costs. The evaluation committee recommends award to United Country Missouri Land & Home Auction Services.



Evaluator's Signature: Ron Sweet, Assistant Boone County Counselor 02/02/17
Date



Evaluator's Signature: Greg Edington, Director, Public Works 02/02/17
Date



Evaluator's Signature: Doug Coley, Director, Facilities Maintenance 02/02/17
Date

01-12JAN17 - AUCTION SERVICES FOR REAL PROPERTY

PROPOSAL TABULATION			United Country Missouri Land & Home Auction Services
8.1.	DESCRIPTION	Wolfe Auction and Realty, LLC	
	COMMISSION OF TOTAL GROSS SALE PRICE	A) 10% Buyers, no charge to seller. B) 5% Seller and 5% Buyer.	3% Seller and 4% Buyer
	OTHER COSTS	No sale fee of \$2,000 + up to \$3,000 in print advertising	No marketing cost. If property is not sold at auction, the real estate company will retain a 6

**PURCHASE AGREEMENT
FOR
AUCTION SERVICES FOR REAL PROPERTY**

THIS AGREEMENT dated the 28th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **JRWI, L.L.C., d/b/a United Country Missouri Land & Home Auction Services**, 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 **Auction Services for Real Property**, County of Boone Request for Proposal number **01-12JAN17**, Clarification / Best and Final Offer #1, as well as the Contractor's proposal response dated January 10, 2017 and the Clarification / Best and Final Offer #1 response dated January 26, 2017, executed by Kurt Hollenberg on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the Contractor's proposal response.

2. Basic Services - The Contractor agrees to provide auction services for County property located at 4221 East Highway 124, Hallsville, Missouri as required in the proposal specifications and as outlined in the Contractor's proposal and clarification responses for the following fee schedule:

3% Seller's Commission, 4% Buyer's Premium and \$1,750 Marketing Fee paid up front. Upon the successful sale and at the closing of the property, the \$1,750 will be reimbursed to the County. The \$1,750 will cover all advertising and marketing expenses, including signage. If the property does not sell, the only cost to the County is the \$1,750.

A detailed expense report shall be provided to the County.

3. Payment - All payments shall be submitted to Boone County Public Works, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. Check should be made payable to the order of the Boone County Treasurer.

4. 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.

5. 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.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not

in conformity with 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.

JRWI, L.L.C.

**D/B/A UNITED COUNTRY MISSOURI LAND &
HOME AUCTION SERVICE**

BOONE COUNTY, MISSOURI

by Kurt Hollenberg

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

title Broker

address 3600 I-70 Drive SE suite A
Columbia Mo 65201

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by of D

Deposit revenue: 2040-3835;
Auction Services: 2040-71101 / \$1,750 + 3% commission
2/21/17
Date Appropriation Account

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 01-12JAN17 – Auction Services for Real Property

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. January 31, 2017** by e-mail.

CLARIFICATION – please provide a response to the following requests.

1. Provide an alternative option should the County not be interested in the six-month listing proposed if the property does not sell.
2. Define what is a Buyer's premium. Why is it called a premium?
3. Do you offer local print advertising? What is the cost for local print advertising?
4. The County desires one designated liaison. Who will be our liaison?
5. Per paragraph 2.e., will you be handling disclosures and bidder acceptance/approval?

BEST AND FINAL OFFER – please provide a best and final offer for the following:

Fee Schedule –

4 % Buyer's Premium

3 % Seller's Commission

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: United Country Missouri Land & Home Auction Service

Address: 3600 I-70 Drive SE Suite A
Columbia Mo 65201

Telephone: 573-474-8205 Fax: 573-474-8212

Federal Tax ID (or Social Security #): 20-3397929

Print Name: Kurt Hollenberg Title: Broker/Owner

Signature: Kurt Hollenberg Date: January 26, 2017

E-mail: Kurth@unitedcountrycommercial.com



Missouri Land & Home

**United Country Missouri Land & Home
Real Estate & Auction Services**

3600 I-70 Drive SE, Ste A
Columbia, Missouri 65201

Toll Free 800-895-4430

Office 573-474-8205

Fax 573-474-8212

1. If the county is not interested in the six-month listing proposed, we propose the following: 3% Commission, 4% Buyer's Premium and \$1750 Marketing Fee paid up front. Upon the successful sale and at the closing of the property, the \$1750 will be reimbursed to the county. The \$1750 would cover all advertising and marketing expenses, including signage. We will provide a detailed marketing expense report to the county. If the property does not sell, the cost will be \$1750.
2. A Buyer's Premium is a fee charged to buyers in the sale of a property. For example, if the bid price is \$100,000 and the Buyer's Premium is 4%, the contract sale price will be \$104,000. The County's commission is based off of the bid price. Therefore, in the same example, if the bid price is \$100,000, the County would pay \$3,000 for a total of \$7,000 being paid to the Auction Company.
3. We offer local print advertising via local newspapers, classified papers and brochures. The cost averages \$500 to \$1,000 in local advertising for an auction such as this.
4. Kurt Hollenberg, Broker, will be our liaison.
5. Yes, we as a company will distribute the disclosure the county completes about the property, and will accept, vet and approve bidders. Please see the attached Commercial Property Disclosure as an example of what we would use.



www.MissouriLandAndHome.com
www.ucMoLandAuctions.com



8. Response/Pricing Page

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

Company Name: United Country Missouri Land & Home Auction Services

Address: 3600 I-70 Dr. SE, Ste. A
Columbia, MO 65201

Telephone: 800-895-4430 Fax: 573-474-8212

Federal Tax ID (or Social Security #): 20-3397929

Print Name: Kurt Hollenberg Title: Broker/Owner

Signature: *Kurt Hollenberg* Date: 1/10/17

Email Address: KurtH@UnitedCountryCommercial.com

8.1. Present a Fee Schedule for auction service:

3 % Commission of total gross sale price for Auction Service of property described herein

Or

\$ Dollar Commission for Auction Service of property described herein

8.2. All costs must be included on this form. State any other costs the County might anticipate relating to this auction or the services to be provided:

No marketing cost. If property is not sold at auction, the real estate company will retain a 6 month listing.

8.3. List any deviations from the original specifications:

3% Commission and 4% Buyer's Premium

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

Name: Kurt Hollenberg

Organization: United Country

Address: 3600 I-70 Dr. SE, Ste. A, Columbia, MO 65201

Email: KurtH@UnitedCountryCommercial.com

Phone Number: 800-895-4430

Fax: 573-474-8212

9. 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, 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.

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.

Kurt Hollenberg
Applicant

Jan 10, 2017
Date

Kurt Hollenberg
Printed Name

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Kurt Hollenberg Besker/Owner
Name and Title of Authorized Representative

Kurt Hollenberg
Signature

January 10, 2017
Date

Section A

1. I have been in the real estate business since 1995 but have been with United Country since 2006 and our local franchise has been offering auctions since 2007.
2. United Country has 550+ franchise offices nationwide. United Country Missouri Land & Home and United Country – Commercial are our local franchise offices. We have been ranked in the top two offices internationally each of the past four years and have consistently been in the top 10 offices. Our offices are located at 3600 I-70 Dr. SE, Ste. A, Columbia, MO. We have two professional auctioneers on staff along with 20 licensed real estate professionals.
3. The current list of key employees include: Kurt Hollenberg (lead person on the auction), Real Estate Broker; Ann Hollenberg, Marketing Specialist; Melinda Bastian, Marketing Specialist; Jerry Lehmann, Auctioneer; Wes Tiemann, Auctioneer and Brett Sayre, Auction Associate.
4. United Country Missouri Land & Home has 10 years of experience in the auction business. We have conducted over 100 real estate auctions in four states (Missouri, Kansas Minnesota and Iowa).
5. We have worked with the FDIC in Boone County on real estate properties and have worked to assist the Central Bank of Audrain County in selling real estate. We also have worked with the Bank of Kansas City on projects.
6. References:
 - a. Matt Reynolds – 660-676-3788 – We worked with Matt in successfully auctioning his farm in Randolph County.
 - b. Steve Feise – 573-473-8081 - We worked with Steve in successfully auctioning his family's property in St. Paul, MO.
 - c. Guy Cooke – 907-317-4042 – PO Box 291, Fulton, MO – We successfully auctioned Guy's property in southern Callaway County.
 - d. Dave Johnson – 573-808-3265 – Montgomery City, MO
7. In addition to auction services, our office provides a full array of real estate services including traditional listings, marketing and customer service.

8. Our office has three licensed real estate brokers. Kurt Hollenberg is a licensed broker/owner in Missouri, Arkansas and Kansas. Ann Hollenberg is a licensed broker/associate in Missouri. Jerry Lehmann is a licensed broker in Missouri and Kansas. In addition, Jerry is licensed in 13 states as an auctioneer. Wes Tiemann is a licensed auctioneer as is Brett Sayre. Brett is also a licensed real estate associate in Missouri. Melinda Bastian is also a licensed real estate associate in Missouri.

Section B

We have no litigation, outstanding judgements, or liens.

Section C

No parties involved in this offering have been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years.

Section D

No one involved in this offering has been indicted for or has been convicted of any felony within the past ten (10) years.

Section E

1. We will utilize many methods to market the property including print advertisement, internet based marketing, social media marketing, and radio advertising when appropriate. We request 45 days for the marketing process.
2. We develop all advertisements in-house including flyers, multi-page brochures, postcards, viewing and sale day packets. We outsource the printing to a Columbia print shop. We also utilize signage on the property to promote the auction. Lastly, we advertise our auction properties in local free papers and local newspapers.
3. Your property would be advertised on many of the leading real estate websites including: UnitedCountry.com, MissouriLandAndHome.com, LandWatch.com, LandsofAmerica.com, LoopNet.com (if property is deemed commercial), AuctionZip.com, ISSUU.com (an online catalog), and AuctionFlex.com. In addition, your property will be on multiple Special Property Group websites through United Country. See Attachment E-1 for a more detailed explanation of our marketing program.
4. We utilize our company Facebook page for social media sharing for all of our auction properties. We have found this is an effective method of getting additional coverage for no additional costs. Our agents share the posts throughout the state of Missouri. We also list auctions on Craigslist.com for the Columbia area as both real estate for sale and as an event.

5. We have utilized Country 96 and Zimmer Radio for on-air advertisement for previous auctions. We analyze the appropriate time slots for the property offered and work with the radio station's creative team to produce an advertisement.

Section F

As a full service real estate office, we are used to handling all aspects of the real estate transactions. We have staff in our office that produces a multi-page bidder packet which includes the description, pictures, maps and other pertinent information regarding the property. It also includes our terms and conditions and terms for bidding. The terms for bidding page requires a signature and photo id of the bidder that is then copied. We keep the copy of the page, while the bidder keeps the packet in its entirety.

Our auction company will arrive a minimum of 2 hours prior to auction time to set up the auction venue. We have the ability to do auctions on-site or at a local venue. Often, the season in which the auction is held determines the site. We also tear down and clean up the venue prior to leaving the auction. We have a staff member working the registration desk with assistance available if needed. We typically have a minimum of five staff members (at least two of whom are auctioneers) working the auction. We record the auction via a video camera and a digital audio recorder. Those recordings are kept in an electronic format with your auction file on our server. At the beginning of the auction we will read the Terms and Conditions of the Auction, explain the how the auction will be conducted and how the property will be sold. We fill out the contracts and collect the deposit/escrow funds (10% of purchase price) at the conclusion of the auction and fill out the paperwork necessary for Boone-Central Title Company before we leave the auction. The buyer and seller will each receive a copy of the fully executed contract and we will have the original plus a copy for the title company.

Section G

We utilize both live auctions and on-line auctions. For our on-line auctions we utilize a program called HiBid through Auction Flex. It's very user friendly from both the consumer and the auction company sides. We have run several auctions with this program and are happy with the results of it. With HiBid we also have the ability to run it online concurrently with a live auction. This can broaden your audience participation to those who cannot attend the physical auction. We can also arrange to have phone bids handled by one of our profession auction staff.

Attachment E-1 Marketing Program

❖ Internet Marketing

- #1 Source of Buyer Leads
 - 95% of Buyers Begin Their Search on the Internet (NAR)
- We Focus on Websites that Rank on Page #1 for Buyer Search Terms
 - 90% of internet visitors only visit page 1
- Exclusive, Top Ranked United Country Websites
 - Office Website
 - State-Wide Property Type Websites
 - National Property Type Websites
 - Agent Websites
 - Listing Website
- Top Rank Third Party Websites
 - Bizquest, Bizbuysell, BusinessBroker
 - Loopnet, SmallBiz, Zillow, Trulia, FrontDoor
 - MLS (REALTOR.com), other



National Marketing, Local Expertise®



Attachment E-1 Marketing Program

❖ E-Marketing

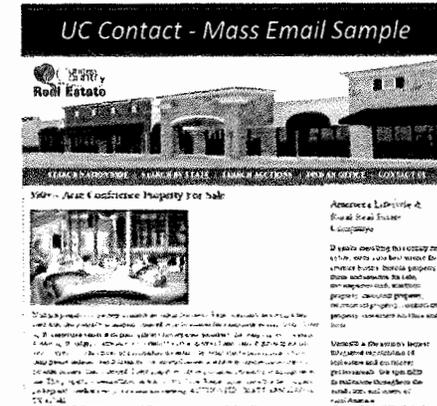
- Attractive E-Fliers to Potential Buyers

❖ Buyer Databases

- Largest, National Real Estate Buyer Database (over 650,000 Buyers)

❖ National Print

- Only National Catalog (also Digital)
- Advertise Commercial Property in National Targeted Magazines and Newspapers



National Marketing, Local Expertise®



Attachment E-1 - Marketing Program

- Direct Mail
- Property Fliers
- Digital Photography
- Property Video
- Social Media
- Public Relations
- Auction Services
- Other Local Marketing

- Optional Advertising Agency Services (EMS)
 - Attractive Custom Multi-layer Property Website
 - Additional Third Party Sites, Featured Property Ads, Banner Ads
 - Purchased Target Buyer Lists
 - Extensive Targeted Direct Mail
 - Professional Video Production (w Drone)
 - Property Specific Local and National Magazine Advertising



National Marketing, Local Expertise®





BOONE COUNTY, MISSOURI

Request for Bid #: 01-12JAN17 – Auction Services for Real Property

ADDENDUM #1 - Issued December 8, 2016

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

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

1. Can you tell me what criteria you will be using to hire an auction professional?

Response: County will evaluate proposal responses received with respect to Offeror's response to sections: 2. Scope of Work and County Requirements; 3. Qualifications; 4. Fee Schedule. We will be looking at Offeror's proposed method of performance, experience & expertise, and fee schedule.

Examples of method of performance might include the proposed method Offeror will use to publicize its auction and market the real property, proposed method Offeror will use to conduct the auction, and proposed platforms used for auctions.

Examples of experience and expertise might include years in operation and reputation, relevant real property auction experience, references provided / reference check, key employee's qualifications who will be assigned to contract, knowledge and familiarity with Boone County market, capability to advise regarding market conditions and valuation, marketing/advertising expertise, transactional expertise, and Offeror's professional and licensing qualifications.

2. Will this be a Boone County, Missouri Resident, or have you solicited bid requests from auctioneers across the state of Missouri?

Response: We mailed the Request for Proposal to the attached list of vendors, submitted it electronically to any vendors registered in our Purchasing system, and advertised it in the Columbia Missourian.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

BIDDER has examined **Addendum #1** to Request for Bid # **01-12JAN17 – Auction Services for Real Property**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR AUCTION SERVICES FOR REAL PROPERTY

RFP #01-12JAN17

Release Date: December 2, 2016

**Submittal Deadline:
January 12, 2017
not later than 1:00 p.m. Central Time**

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

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

1. Overview

Boone County, Missouri (the County) is seeking proposals from local individuals/firms to auction property owned by the County (the Parcel). The County intends by this RFP to have the successful individual/firm (the Contractor) enter a Professional Services Contract with the County to provide auctioneering services as outlined herein.

Location of the Parcel: 4221 East Highway 124
Hallsville, Missouri
(Commonly know as Boone County Public Works 124 Shed)
Boone County Assessor Parcel # 07-500-16-04-001.00 01

1.1 PROPERTY DESCRIPTION

a. The Parcel consists of the following (with the legal description on the title insurance commitment to be obtained by the County to control):

County Property

4221 East Highway 124, Hallsville, Missouri. The Parcel is located at the corner of Barnes School Road and Hwy 124, and is more particularly described as follows:

A tract of land located in Legal Description SW COR SW NE, section 16, township 50 north, range 12, Boone County, Missouri, being part of the tract described by the warranty deed recorded in book 3749, page 0090 and being more particularly described as follows:

From the NE corner of the SE ¼ of the NE ¼ of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway 124 opposite Station 169+24, said point also being on the east right of way line of a county road; thence in a northerly direction along the east right of way line of said county road, a distance of northerly direction along the east right of way line of said county road, a distance of 626.13 feet; thence in an easterly direction parallel to the north right of way line of said Route 124, a distance of 208.71 feet; thence in a southerly direction parallel to the east right of way line of said county road, a distance of 626.13 feet to a point on the north right of way line of said Route 124 opposite Station 171+32.71; thence in a westerly direction along the north right of way line of said Route 124, a distance of 208.71 feet to the point of beginning, containing 3 acres.

Also:

From the NE corner of the SE ¼ of the NE ¼ of Section 16, Township 50 North, Range 12 West; thence S 28° 43' W, a distance of 1467.7 feet; thence N 86° 36' W, a distance of 1425 feet; thence N 86° 50' W, a distance of 651 feet; thence N 3° 10' E, a distance of 30 feet to a point on the north right of way line of State Highway Route B (124) opposite Station 169+24, said point also being on the east right of way line of a county road; thence N 3° 10' E, a distance of 626.13 feet to the beginning point of this description; thence N 4° 44' E, a distance of 678 feet; thence S 86° 25' E, a distance of 208.71 feet; thence S 4° 44' W, a distance of 676.35 feet; thence N 86° 50' W, a distance of 208.71 feet to the point of beginning, containing 3.24 acres.

The County has declared this Parcel surplus.

- b. The Parcel is depicted on the attached map.
- c. A subdivision plat regarding the Parcel is recorded at Plat Book 50, Page 56 of the Boone County records. A copy is attached.
- d. A final development plan showing the approved uses of the property is available at the Boone County Resource Management Department. A list of approved uses is attached.

2. Scope of Work and County Requirements

The Contractor shall contract with the County to provide the following services:

- a. Establishing the auction site and times.
- b. Developing and implementing strategies for promoting the Parcel's auction.
- c. Conducting the auction in accordance with all laws, rules, and regulations.
- d. Consulting on all auction-related issues such as: the proper starting price, whether the sale is absolute, whether a deposit will be required of the successful bidder at the auction and that deposit's terms, if a bidder's premium should be charged, if bank guarantees or letters of credit are appropriate, bidder qualifications, terms of sale, disclosure of issues unique to the Parcel, and the nature and extent of title company involvement.
- e. Coordinating transactions and handling customary activities and services associated with auctions. For example, the Contractor shall prepare and process all notices including but not limited to agency disclosure and bidder certification forms.
- f. The Contractor shall assist the County before and after the auction with any auction-related problems related to pre-auction offers and buyer defaults.
- g. The Contractor shall advise the County regarding current market conditions and valuation of property as the County requests.
- h. The Contractor shall consult with County staff and County Commissioners, and shall prepare and provide presentations at public meetings, as the County requires.
- i. Boone-Central Title Company will conduct the closing of the Parcel sale within 60 days of the auction and will supply the closing documents and transfer documents, and the County will pay one-half of closing fee payable to Boone-Central Title Company. The successful bidder will pay all expenses associated with recording all necessary documents, title insurance, surveys, and inspections, if required or desired.
- j. The County will provide Contractor with a minimum bid prior to auction.

- k. The County will provide the successful bidder with owner's title insurance insuring that the County can convey the property by Special Warranty Deed, and will convey the Parcel by a Special Warranty Deed in recordable form, executed by the Boone County Commission, subject to encumbrances and impediments to title present on the day of closing unless otherwise agreed by the parties.
- l. The County will not be obligated to remove any existing impediments or encumbrances to title unless otherwise agreed prior to closing. The property will be conveyed "As Is", with no representations or warranties concerning title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, or governmental regulations.

3. Qualifications

Offerors to this RFP shall have the following qualifications:

- a. Must be licensed as an auctioneer and be in good standing with the State of Missouri.
- b. Must have an excellent reputation in the auction community.
- c. Must know and have experience with the auction market and small and large real estate auctions.
- d. Must understand the use of all auction-related records and technologies.

4. Fee Schedule

The proposed fee schedule shall be completed on the Response Form, section 8 of this RFP, including:

- Offeror's commission rate for auctions, including any costs or fees,
- Offeror's proposed method of compensation for any other services,
- any other costs the County might anticipate arising from this auction.

Payments to the successful offeror will be based on services the County actually receives.

5. RFP Submittal Requirements

The following information must accompany offeror's proposal response:

- a. Describe experience and expertise
 - List years in business, previous names of the individual/firm, if any.
 - Offeror's description including size of firm, location, number, and nature of the professional staff.

- A current list of key employees who would be assigned to the performance and management of County contract obligations and their qualifications, including the lead person(s) who will be directly responsible for oversight of Offeror's performance.
 - Describe experience (minimum three years' previous experience with proven effectiveness) Offeror has in the auction business.
 - Experience in assisting similar size entities, including all services for government agencies.
 - List of at least three references where and when Offeror provided similar services. Please provide names and telephone numbers of contact persons for each reference.
 - Additional services offered through your firm.
 - A statement of professional and licensing qualifications of the Offeror.
- b. List any current litigation involving Offeror and any outstanding judgements, or liens against Offeror.
- c. Indicate whether the Offeror, the parent corporation, subsidiary or affiliated corporation, or any of the officers or principal members or other interested parties, have been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years.
- d. Indicate whether the Offeror or anyone referred to above has been indicted for or has been convicted of any felony within the past ten (10) years.
- e. Describe how Offeror will market and advertise County property to ensure a broad interest from the public and maximize the number of bidders. Provide as much detail as possible of the method(s) by which the Offeror publicizes its auctions and markets real property including Offeror's use of print and other media, internet, and television.
- f. Describe how Offeror will organize and conduct the auction. For example, describe the preparation of bid packets, set-up and tear-down of the auctions, provision of staff to register bidders, recording and processing of successful bids (clerking), provision of professional auctioneers, recording transcripts of the auction proceedings, and coordinating closing and transaction documentation with Boone-Central Title Company.
- g. Describe platforms used for auctions. For example, onsite auction including the capability to conduct simultaneous online-internet and television live-bidding from remote bidders.

6. **Instructions**

- a. **Delivery of Proposals:** Sealed proposals will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the Request for Proposal. No FAX or electronically stored or transmitted proposals will be accepted.

- b. **Proposal Closing:** All proposals shall be delivered before 1:00 p.m., Central Time, on Thursday, January 12, 2017 to:

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

- a) The County will not accept any proposals received after 1:00 p.m. and will return such late proposals to the Offeror.
- b) **Proposal Opening:** Proposals will be opened at 1:00 p.m. sharp on January 12, 2017 in the Purchasing Department, 613 E. Ash Street, Room 110, Columbia, Missouri 65201.
- c) Offerors must submit **one (1) original, and four (4) copies** of the proposal (total of five). Proposals will be opened publicly, but only names of Offerors will be read aloud at that opening. All proposal responses will be considered public information, and following contract execution or the rejection of all proposal responses, all responses will become public records subject to release to any person who so requests.
- d) Proposals must be submitted in a sealed envelope identified with the RFP number and date of proposal closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this RFP from our Web Page or from a source other than the Boone County Purchasing Department, then please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot provide Offerors with addenda unless the Offeror is on the County's vendor list for this RFP. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".
- g) **Guidelines for Written Questions**
All questions regarding this Request for Proposal should be submitted in writing no later than 1:00 p.m., January 5, 2017. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

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

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

h) Proposal Submission Information

To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below:

- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

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

Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

7. Selection

- a. **Competitive Negotiation of Proposals:** The Offeror is advised that the County reserves the right to either negotiate proposals received or to award a contract without such negotiations. If such negotiations are conducted, the following conditions shall apply:

The County may negotiate in person, in writing, or by telephone.

The County will negotiate only potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.

Any features of the proposals, including but not limited to services, conditions, prices, methodology, or other may be subject to negotiation and revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

This Request for Proposal's mandatory requirements are not negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the parties.

b. Evaluation and Award Process:

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

- a. **Method of Performance**
- b. **Experience/Expertise of Offeror**
- c. **Fee Schedule**

After an initial evaluation process the County may choose to interview the Offeror or Offeror's designated representative. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a location designated by the County. Attendance cost shall be at the Offeror's expense. The County will coordinate all arrangements and scheduling.

8. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

8.1. Present a Fee Schedule for auction service:

_____ % Commission of total gross sale price for Auction Service of property described herein

Or

\$ _____ Dollar Commission for Auction Service of property described herein

8.2. All costs must be included on this form. State any other costs the County might anticipate relating to this auction or the services to be provided:

8.3. List any deviations from the original specifications:

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

Name:
Organization:
Address:

E-mail:
Phone Number:
Fax:

9. 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.



**4221 E HIGHWAY 124
HALLSVILLE, MO**

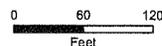


4221 E Highway 124
Hallsville, MO

Parcel



1 inch = 167 feet



Date: 10/4/2016

Assessor Dataset Disclaimer:

These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitute agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were utilized from the Boone County Assessor's Office, GIS Department & City of Columbia: Parcel boundaries, ownership, roads, and various reference layers.

LIST OF APPROVED USES

1. Agricultural activity.
2. Automobile repair shop.
3. Farm implements, sales & repair.
4. Farm store or feed store with bulk feed and/or bulk fertilizer storage and mixing facilities.
5. Wholesale establishment or warehouse (including self-storage mini-warehouses) in a completely enclosed building.
6. Manufacture or assembly of wood products, such as boxes, furniture, cabinets, baskets, and other wood products of similar nature.
7. Photographic processing or blueprinting.
8. Printing and publishing.
9. Recycling center for metal containers having a capacity of less than five gallons, and for glass, paper, plastic, and aluminum.
10. Wholesale merchandising or storage warehouses and fenced outdoor storage areas.
11. Contractor's buildings and storage yards.
12. Bus barns or lots.
13. Monument or marble works.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



“No Bid” Response Form

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

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

“NO BID RESPONSE FORM”

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

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

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

RFP: 01-12JAN17 – Auction Services for Real Property

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

96 -2017

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

28th

day of

February

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the upgrade to Local Area Control Modules and Associated Software for HVAC located at the Boone County Jail per previously approved sole source contract 18-123102. The upgrade is with C&C Group of Jefferson City, MO.

Terms of the upgrade are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of February, 2017

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Fred J. Parry
District I Commissioner

Absent
Janet M. Thompson
District II Commissioner

96-2017

Boone County Purchasing

Phil Fichter
Buyer

Columbia,



MO 65201

613 E. Ash, Room 111

Phone: (573) 886-4392

Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: February 16, 2017
RE: Contract Approval – 18-123102 – Upgrade to Local Area Control Modules and associated software upgrades for HVAC located at the Boone County Jail

Boone County Facilities Maintenance department requests approval for an upgrade to the Local Area Control Modules which interface with current software to regulate the air handling system on the HVAC system located at the Boone County Jail. We have a sole source form previously approved, 18-123102 for upgrades to the HVAC system.

This upgrade is with C&C Group of Jefferson City, Missouri and it includes the software upgrade/update and the removal and replacement of eight (8) Local Area Control Modules integrated with the air handling system for the current HVAC.

Total cost of contract is \$59,485.00. Invoices will be paid from department 6200 – Capital Repairs and Replacement, Facilities Maintenance, account 91302 – Computer Software. There is enough in that account to cover the payment in 2017.

cc: Doug Coley, Facilities
Janet Thompson, Commission
Sole Source File

96-2017

**PURCHASE AGREEMENT FOR
UPGRADE LOCAL CONTROL MODULES
FOR HVAC LOCATED AT THE BOONE COUNTY JAIL**

THIS AGREEMENT dated the 28th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **C & C Sales, Inc., dba C & C Group** 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 an upgrade to the Local Control Modules (LCMs) for HVAC air handling units located at the Boone County Jail, sole source # **18-123102** C&C Group quote dated May 18, 2016, Prevailing Wage #23, Work Authorization Certification, Debarment Certification, Prevailing Wage Affidavit, OSHA Affidavit, and Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with quote response may be permanently maintained in the County Purchasing Office file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's quote response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply, remove, and replace eight (8) LCM controllers with current new components, upgrade the web based front end interface, provide a means of migration for the older legacy components still in place, allowing the new front end interface the ability to communicate to both the new and existing controllers in the rest of the facility, **for HVAC located at the Boone County Jail** and all services as identified and responded to in the Contractor's attached quote. Equipment and service shall be provided as required in the specifications and in conformity with the contract documents for the prices set forth in the Contractor's pricing response as needed and as ordered by County. Purchase shall be made as follows:

LCM upgrade supplying eight (8) controllers, additional upgraded programming, system check out, and integration into the front end graphics of current system, and all services as described in Contractor's Quote dated May 18, 2016, totaling \$59,485.
3. **Delivery - FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
4. **Contract Duration** - Work will start 14-21 days after receipt of Notice to Proceed and will be complete 120 days after start date.
5. **Billing and Payment** - All billing / invoices and prevailing wage payroll / reporting shall be sent to the Boone County Facilities Maintenance Department, 613 E. Ash Street, Columbia, MO 65201, and billings may only include the prices listed in the Contractor's quote response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's quote response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its quote 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.

96-2017

6. **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 Department. **Prevailing Wage Order #23** 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.

7. **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.

8. **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.

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

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.

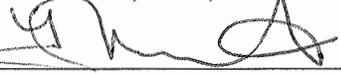
96-2017

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:

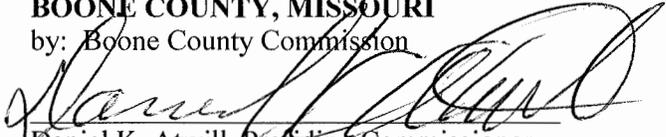
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

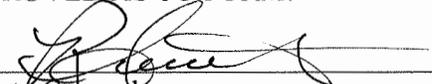
C & C SALES, INC., D/B/A C & C GROUP

by 
 title VICE PRESIDENT / General MGR

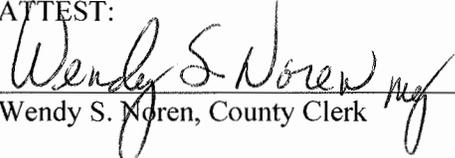
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

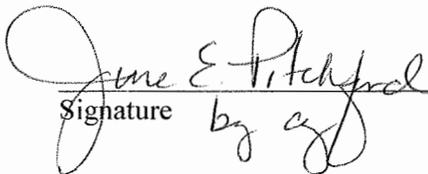

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by ajd

2/21/17
 Date

6200-92302 / \$59,485.00

Appropriation Account

STANDARD TERMS AND CONDITIONS

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

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 45 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 shall 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.

Errors or Omissions - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.

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.

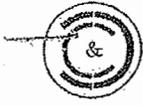
Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of 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



C&C Group

www.c-cgroup.com
2414-B Hyde Park Road
Jefferson City, Missouri 65109
Office: 573.632.4247 Fax: 573.632.4242

- Temperature Control
- NEBB Test and Balance
- Security Solutions
- Access Floors
- Standby Generators

May 18, 2016

Bob Schwartz
Boone County Jail
2121 County Drive
Columbia, MO 65202

Bob:

This proposal is an update to an earlier proposal provided to update the LCM controllers in the Boone County Jail. The controllers that operate the Air Handling Units are called Local Control Modules (LCMs). These were originally installed approximately 20 years ago and they have reached the end of their life expectancy. They have been discontinued for several years and there are no longer parts available for repairs. It is possible to ship a unit off to be rebuilt, but this is a timely process that leaves your system offline for the duration. This is obviously not acceptable in a correctional institution environment.

Under this proposal, we are recommending that the LCM controllers be removed and replaced with current components. The front end interface installed approximately 9 years ago will also require an upgrade to the web based interface to allow continued remote monitoring and access into the system. The second was to provide a means of migration for the older legacy components still in place. The new front end equipment will be capable of communicating to both the new AHU controllers and the existing VAV controllers in the rest of the facility. Therefore, we can upgrade the AHU devices without having to change any of the controls in the remaining part of the facility.

We are proposing to remove and replace all 8 of the LCM controllers which are tied to all of the AHUs in the building. We will provide new controllers, rewire the sensors and output devices to the new components, provide programming, and check out, then integrate into the front end graphics. We will need to rebuild the existing graphics to eliminate the Java interface which is slated for obsolescence. The look of the system will remain similar to how it is now so there should not be any significant training or operational learning curve with the project. Our price to complete this upgrade is \$59,485. If there are any questions on scope or implementation, please contact me and we can provide any additional documentation or system information that you require.

Brian Schepers

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

Company ID Number: 215811

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

Employer C & C Sales Inc.

Mary Baragary

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date

Company ID Number: 215811

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

<p>Name: Mary Baragary Telephone Number: (913) 529 - 6282 E-mail Address: mbaragary@c-group.com</p>	<p>Fax Number: (913) 888 - 0544</p>
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(Please complete and return with Bid)

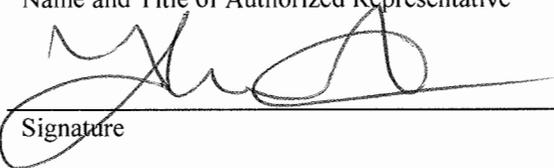
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tim Marshment Vice President / GENERAL MGR
Name and Title of Authorized Representative


Signature

2-13-17
Date

9/20/16

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for BOONE County

REPLACEMENT PAGE Section 010

OCCUPATIONAL TITLE	** Date of Increase	•	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer\ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$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

SEE FOOTNOTE PAGE ANNUAL WAGE ORDER NO. 23 9/16

**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
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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
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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.

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

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 \$27.04 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.

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.

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

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.

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.

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

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 the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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 and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

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. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor 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.

**BOONE COUNTY
HOLIDAY SCHEDULE-BUILDING CONSTRUCTION**

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: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

ANNUAL WAGE ORDER NO. 23

Heavy Construction Rates for BOONE County

REPLACEMENT PAGE Section 010

OCCUPATIONAL TITLE	* Date of Increase	tsas1c Hourly Rates	uver-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction)\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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.

*Annual Incremental Increase ANNUAL WAGE ORDER NO. 23 9/16

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

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00

a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

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

ANNUAL WAGE ORDER NO. 23

**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 \$15.55 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 \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 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.

ANNUAL WAGE ORDER NO. 23

**BOONE COUNTY
HOLIDAY SCHEDULE-HEAVY
CONSTRUCTION**

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

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

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

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

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

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

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 28th day of February 20 17

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 agreement between Boone County and Columbia Community Montessori.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement for Purchase of Services – The Community Montessori Counseling Partnership.

Done this 28th day of February, 2017.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Fred J. Parry
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner



AGREEMENT FOR PURCHASE OF SERVICES The Community Montessori Counseling Partnership

THIS AGREEMENT dated the 28th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Columbia Community Montessori**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **CCM**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, the CCM has submitted a complete Strategic Innovation Opportunity Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to CCM thereof; and

WHEREAS, the BCCSB has approved the Strategic Innovation Opportunity Proposal in whole or in part as hereinafter set forth,

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

FUNDING ALLOCATION FOR SERVICES RENDERED CCM

CCM is expected to the greatest extent possible to maximize funding from all other sources. CCM shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. CCM shall only request reimbursement for services not reimbursable by any other source. CCM shall not invoice the Children's Services Fund for units of service invoiced to another funding source. CCM shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein. CCM will perform the services and carry out the activities as set forth in the Strategic Innovation Opportunity Application. CCM agrees

to, and understands that services performed under this agreement are limited to the Strategic Innovation Opportunity Application.

2. **Contract Documents.** This agreement shall consist of the application for **The Community Montessori Counseling Partnership** as posted in the Apricot System.

3. **Purchase.** The BCCSB agrees to purchase from the CCM and CCM agrees to furnish **The Community Montessori Counseling Partnership** for children and youth nineteen years of age or less and their families, as described and in compliance with the original Strategic Innovation Opportunity Application and as presented in the CCM’s response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$8,000.00** unless compensation for specific identified additional services is authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2017 subject to the provisions for termination specified below. CCM agrees and understands that the BCCSB may require supplemental information to be submitted by CCM prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service (POS) Contract, the unit costs for services are the mutually agreed upon rates as follows:

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
Mental Health Screenings	1 screening	\$80.00	27	\$2,160.00
Trauma-informed counseling	1 hour	\$80.00	38	\$3,040.00
Consultations with parent/guardians and teachers	1 hour	\$80.00	25	\$2,000.00
School Meetings	1 meeting	\$80.00	2	\$160.00
Professional Development	1 individual	\$80.00	8	\$640.00

All billing shall be invoiced to BCCSB monthly by the 10th of the month following the month for which services were provided. The BCCSB agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the CCM, the BCCSB 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application and the Requests for Clarification, responses to Requests for Clarification, Requests for Additional Information, and Best and Final Offer Response, as submitted by CCM to monitor service delivery and program expenditures. CCM agrees to submit to the BCCSB an Interim Report by July 31, 2017 for the period beginning with the date of contract execution to June 30, 2017 and a Year End Final Report by January 31, 2018, for the period of the term of the contract. Variations on this date may be requested by CCM and, if so stipulated, are noted on this contract document. Payments may be withheld from CCM if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited to information regarding agencies' outcomes and indicators, client demographic information, and other information and data deemed appropriate by the BCCSB. CCM agrees to submit its reports through the Apricot by *Social Solutions* funding management system or another format if requested.

8. **Audits.** CCM also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of CCM'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 BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from CCM, 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.

9. **Monitoring.** CCM agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect CCM'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, CCM hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB 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 CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event CCM 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 BCCSB for approval. A board resolution from CCM may be required with the request. For consideration of a request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

11. ***Violation of Client Rights.*** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with CCM's policies and procedures and in accordance with any local/state/federal regulations. CCM agrees to notify the BCCSB 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 BCCSB of any substantiated allegations. CCM must comply with Missouri law regarding confidentiality of client records.

12. ***Discrimination.*** CCM 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.

13. ***CSF to be used for Services Provided.*** CCM agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to CCM's provision of such services.

14. ***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.

15. ***Conflict of Interest.*** CCM 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 CCM, and this shall include any transaction in which CCM is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. ***Subcontracts.*** CCM may enter into subcontracts for components of the contracted service as CCM deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, the CCM 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.

17. **Employment of Unauthorized Aliens Prohibited.** CCM 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. CCM shall require each subcontractor to affirmatively state in its Agreement with the CCM 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 CCM a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

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

19. **Board Ownership.** If CCM ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if CCM no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, CCM will need BCCSB approval to re-direct the use of such.

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

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

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

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB 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 BCCSB, or

c. BCCSB may terminate this agreement should the CCM 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.

22. **Indemnification.** To the extent permitted under Missouri law, CCM agrees to hold harmless, defend and indemnify the BCCSB, 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 CCM, (meaning anyone, including but not limited to consultants having a contract with the CCM or subcontractor for part of the services), or anyone directly or indirectly employed by CCM, or of anyone for whose acts CCM 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.

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

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

25. **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.

26. **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.

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

28. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

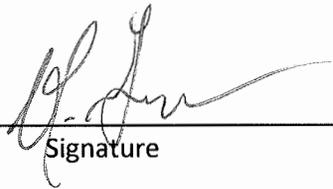
Any written notice or communication to the CCM shall be mailed or delivered to:

Columbia Community Montessori
Mike Gemko
705 North Providence
Columbia, MO 65203

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

Columbia Community Montessori

Boone County, Missouri

By: 
Signature

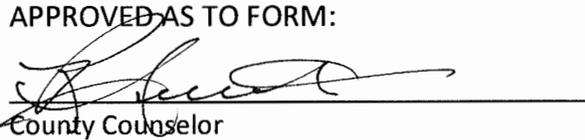
By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

By: Mike Gemko
Printed Name/ Title

By: Boone County Children's Services Board

Les Wagner, Board Chair

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

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

June Pitchford by pj 02121117 (2161/71100/\$8,000.00)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

28th

day of February

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Courthouse Plaza by CoMo for Progress for March 4, 2017 from 7:30 a.m. to 9:30 a.m.

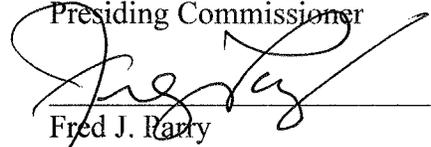
Done this 28th day of February, 2017.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Fred J. Rary
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: CoMo FOR PROGRESS

Address: 2703 E WALNUT ST #1

City: COLUMBIA State: MO ZIP Code 65201

Phone: 573-673-0275 Website: facebook.com/Comoforprogress

Individual Requesting Use: JACOB DAVIS-HANSON

Position in Organization: Organizer

Address: 2703 E WALNUT ST #1

City: COLUMBIA State: MO ZIP Code 65201

Phone: 573-673-0275 Email: JAKEWINS@GMAIL.COM

Event: RALLY FOR A FREE PRESS

Description of Use (ex. Concert, speaker, 5K): 4 speakers, ~10 min each

Date(s) of Use: 4th of MARCH

Start Time of Setup: 7:30 AM PM

Start Time of Event: 8:00 AM PM (If start times vary for multiple day events, please specify)

End Time of Event: 9:00 AM PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 9:30 AM PM

Emergency Contact During Event: JACOB DAVIS-HANSON Phone: 573-673-0275

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: CoMo FOR PROGRESS FACEBOOK PAGE, FLYERS

How many attendees (including volunteers) do you anticipate being at your event? 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. Speaker will have megaphone. In case of public

safety issues, it will be used to ask attendees to calmly
leave the plaza. Police or emergency services will be
contacted immediately as needed.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

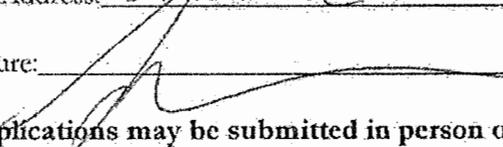
1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: JACOB HANSON

Address: 2703 E WALNUT ST #1

Phone Number: 573-673-0275 Date of Application: 02/27/2017

Email Address: JAKEWINS@GMAIL.COM

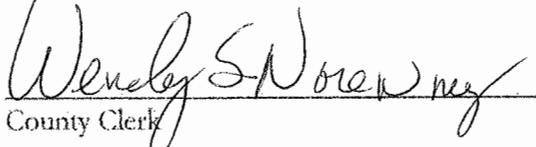
Signature: 

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

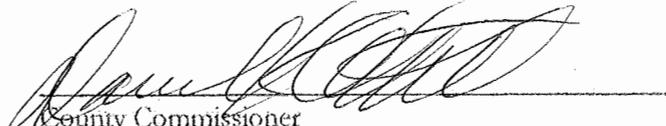
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 2-28-17