

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby compute the final Post Bond Assessment for the road improvement project for the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District to be \$548,357.19.


The County Commission does hereby apportion the remaining costs of said project within said district according to the provisions of 67.463.2 RSMo and petition approved by said Commission. The bond interest cost, totaling \$90,803.35, is divided proportionally among the remaining properties.

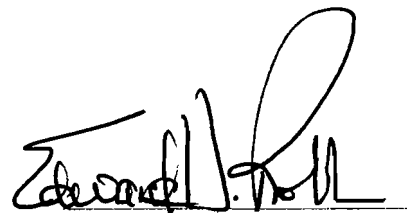
The County Commission further orders the following:

1. Special assessments against the property described on the attached Post Bond Assessment Roll and in the attached amounts.
2. The Clerk to proceed with the notification and collection of said Post Bond Assessments pursuant to the statutory provisions of 67.463 RSMo.

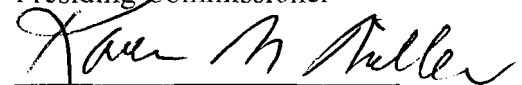
Done this 5th day of July, 2011.

ATTEST:

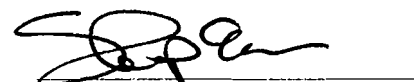

 Wendy S. Noren
 Clerk of the County Commission



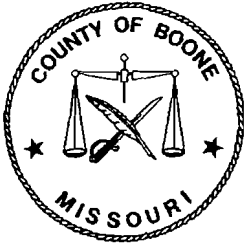
Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

Date: June 22nd, 2011

To: Edward H. Robb, Presiding Commissioner
Karen M. Miller, District I
Skip Elkin, District II

From: John Sullivan, P.E.

Subject: **POST-BOND ASSESSMENT**
Lakewood Estates, Lakewood Villas, and Valley Creek
Neighborhood Improvement District

Early payoffs have been collected and the additional financing costs have been calculated and certified by the Boone County Treasurer. **The Certified Post Bond Cost is \$548,357.19** (attached)

Bond interest costs range from \$996.48 to \$1,045.69 per property.

If the Commission concurs with the Certified Cost, a motion should be made as shown on the attached Order.

Best Regards,

John Sullivan, P.E.
NID Coordinator

**COMMISSION ORDER FOR
LAKEWOOD ESTATES, LAKEWOOD VILLAS AND VALLEY CREEK NID**

CERTIFY POST-BOND ASSESSMENT

Now on this day the County Commission does hereby compute the final Post Bond Assessment for the road improvement project for the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District to be \$548,357.19.

The County Commission does hereby apportion the remaining costs of said project within said district according to the provisions of 67.463.2 RSMO and petition approved by said Commission. The bond interest cost, totaling \$90,803.35, is divided proportionally among the remaining properties.

The County Commission further orders the following:

1. Special assessments against the property described on the attached Post Bond Assessment Roll and in the attached amounts.
2. The Clerk to proceed with the notification and collection of said Post Bond Assessments pursuant to the statutory provisions of 67.463 RSMo.

Done this 28th day of June, 2011

ATTEST:

Edward H. Robb
Presiding Commissioner

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Lakewood Estates Rd NID - 526
Post Bond Certified Cost

	Total
CERTIFIED PROJECT COST (3/3/11)	\$ 609,864.51
Less Payoffs Received	<u>\$ (152,310.67)</u>
Amount Financed	\$ 457,553.84
<u>Additional Financing Cost</u>	
Bond Interest	\$ 89,904.31
1% Collector Commission on Interest	\$ 899.04
Certified Financing Cost	\$ 90,803.35
 CERTIFIED POST BOND COST	 <u>\$ 548,357.19</u>

Project: Lakewood NID - Post-Bond Assessment Calculations
 Date: June 21, 2011
 By: JPS

Amount Financed (A)	\$457,553.84
Financing Costs (B)	\$90,803.35
Certified Post-Bond Cost	\$548,357.19

Post Bond Cost Allocations

Group	Remaining Property Shares (C)	Pre-Bond Payment (D)	Percentage of Financed Amount, per Property (E) = D/A	Associated Financing Costs per Property (F) = E x B	Associated Financing Costs per Group (G) = F x C	Post-Bond Total Payment per Property (H) = D + F	Post-Bond Total Payment per Group (I) = C x H
Lakewood Estates	72	\$5,131.46	1.1215%	\$1,018.36	\$73,321.92	\$6,149.82	\$442,787.04
Lakewood Villas	11	\$5,269.19	1.1516%	\$1,045.69	\$11,502.59	\$6,314.88	\$69,463.68
Valley Creek	6	\$5,021.28	1.0974%	\$996.48	\$5,978.88	\$6,017.76	\$36,106.56
TOTAL					\$90,803.39		\$548,357.28

POST BOND ASSESSMENT ROLL

ID #	TAXPARCEL	LNAME	FNAME	LNAMEZ	FNAMEZ	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY SF	SIGNED PETITION	BOOK	PAGE	ASSESSMENT	NOT TO EXCEED	CERTIFIED FINANCING COSTS	TOTAL POST BOND COST
3	17-212-03-01-003.00	PATTERSON	SHARON W			200 DENE DR	COLUMBIA	MO	65201	Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 1417, Page 888, being Lot 2 of Tract 20 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	1,680.00				\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
4	17-212-03-01-004.00	WILLIAMS	HARVEY	BROWN	REBECCA	1706 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Beneficiary Deed recorded in Book 1249, Page 578, being Lot 1 of Tract 20 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	1,710.10	5	3		\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
5	17-212-03-01-006.00	CLAPPER	NEIL	OLSON	MARY L	1707 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1653, Boone County Records.	2,556.09	2,556.09	2,556.09	2,556.09	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
6	17-212-03-01-007.00	EVERS	NORBERT T			1705 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 606, Page 243, being Lot 1 of Tract 21 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,549.58	2,549.58	5	4	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
7	17-212-03-01-010.00	TRUMBO	JERRY W			1703 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Affidavit recorded in Book 958, Page 118, being Lot 2 of Tract 4 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,130.00	2,130.00	3	4	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
8	17-212-03-01-011.00	BRITT	CLAIRE E			1701 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1249, Page 578, being Lot 1 of Tract 21 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,130.00	2,130.00	1	4	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
9	17-212-03-01-014.00	BLOSS	KERRIE			1700 ASPEN CIR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1634, Page 625, being Lot 2 of Tract 5A of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,027.90	2,027.90	2	4	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
10	17-212-03-01-015.00	CHISHOLM	LORNE			1702 ASPEN CIR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 742, Page 816, being Lot 1 of Tract 5A of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,036.24	2,036.24	2	4	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
11	17-212-03-01-017.00	RORABAUGH	AARON D			1704 ASPEN CIRCLE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1653, Boone County Records.	4,465.09	4,465.09	OT	5	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
14	17-212-03-01-021.00	KILE	DAVID B	KILE	PAMELA K	1710 ASPEN CIRCLE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3506, Page 104, being Lot 2 of Tract 28 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,787.80	2,787.80	2	5	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
15	17-212-03-01-022.00	HERMAN	TAMARA	HERMAN	JASON	4105 HARTFIELD	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3402, Page 81, being Lot 4 of Tract 7 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	4,303.80	4,303.80			\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
18	17-212-03-01-025.00	HARTMAN	CARYN L			1715 ASPEN CIR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2897, Page 105, being Lot 1 of Tract 6 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	3,098.06	3,098.06	2	6	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
19	17-212-03-01-027.00	FRY	MARY MARTHA			1707 ASPEN CIR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1254, Page 266, being Lot 4 of Tract 6 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,961.06	2,961.06			\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
20	17-212-03-01-028.00	MASON	MARY LOUISE	MASON	KEITH RICHARD	1705 ASPEN CIRCLE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1473, Page 47, being Lot 3 of Tract 6 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,351.59	2,351.59	2 & OT	8	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
21	17-212-03-01-029.00	BROWN	LINDA A			1703 ASPEN CIRCLE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3261, Page 128, being Lot 2 of Tract 6 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,325.60	2,325.60	OT	7	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
22	17-212-03-01-030.00	BAUGHMAN	SOLDIE L			1400 OLD MANOR RD	CHESAPEAKE	VA	23323	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1448, Page 10, being Lot 1 of Tract 6 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,329.02	2,329.02	5	7	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
23	17-212-03-01-033.00	RICHARDS	KAREN C			1615 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Oult Claim Deed recorded in Book 3530, Page 153, being Lot 4 of Tract 3 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,528.00	2,528.00	5	7	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
26	17-212-03-01-038.00	COLLINS	STANLEY H			10275 W HIGGINS RD	ROSEMONT	IL	60018	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2789, Page 118, being Lot 1 of Tract 3 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,528.00	2,528.00			\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
27	17-212-03-01-039.00	DILLON	KIMBERLY A			1607 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2845, Page 68, being Lot 4 of Tract 3 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,701.80	2,701.80	4	8	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
29	17-212-03-01-041.00	RANDOLPH	KHANDICIAN			1603 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3506, Page 111, being Lot 2 of Tract 2 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,693.90	2,693.90			\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
30	17-212-03-01-042.00	MAREK	AMY			1601 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3294, Page 73, being Lot 1 of Tract 2 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	2,693.90	2,693.90	4	6	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82
31	17-212-03-01-045.00	CARTER	STEPHEN L	CARTER	ROSE N	5818 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1688, Page 574, being Lot 1 of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 95, Boone County Records.	1,784.21	1,784.21	3	9	\$ 5,131.46	\$ 7,705.92	\$1,016.38	\$6,149.82

LAKEWOOD ESTATES, LAKEWOOD VILLAS AND VALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT

POST BONIF ASSSMENT ROLL

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FRAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY SF	SIGNED PETITION	BOOK	PAGE	ASSESSMENT	NOT TO EXCEED	CERTIFIED FINANCING COSTS	TOTAL POST BOND COST
32	17-212-03-01-048.00	PITTS	GEORGIANA C.			5616 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1789, Page 22, being Lot 2 of the Plat of Tract 13 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 112, Boone County Records.	1,784.21	3	9	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
33	17-212-03-01-047.00	MOUNTER	SARAH A.			5614 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 1425, Page 166, being Lot 2 of the Plat of Tract 8 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 165, Boone County Records.	2,882.28	2	9	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
34	17-212-03-01-048.00	DAVIS	JANE			5612 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 1619, Page 254, being Lot 1 of the Plat of Tract 6 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 194, Boone County Records.	3,083.44	3	9	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
36	17-212-03-01-051.00	BARBEE	MATTIE D.			5608 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Out Claim Deed recorded in Book 2433, Page 82, being Lot 2 of the Plat of Tract 22 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 248, Boone County Records.	2,536.90	2	10	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
37	17-212-03-01-054.00	CELLAR	KIRK			5606 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 1386, Page 147, being Lot 1 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 176, Boone County Records.	1,856.78	2	10	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
38	17-212-03-01-055.00	ATHON	GAIL R.			5604 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 2206, Page 831, being Lot 2 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 176, Boone County Records.	1,827.84	2	10	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
39	17-212-03-01-056.00	HAMPTON	DUSTIN THOMAS			5602 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 3459, Page 54, being Lot 3 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 176, Boone County Records.	1,827.84	6	10	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
40	17-212-03-01-057.00	SHEEHAN	JOHN			5600 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 2568, Page 128, being Lot 4 of the Plat of Tract 23 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 176, Boone County Records.	2,131.71	3	10	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
41	17-212-03-01-058.00	JEANS	PAMELA SUE			5592 PINEHURST LN	COLUMBIA	MO	65202	Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.	2,199.09				\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82
42	17-212-03-01-059.00	KNOWLES	DEREK T.			5594 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1387, Page 378, being Lot 3 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.	1,833.77	2	11	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
43	17-212-03-01-060.00	SANDERS	BRET D.			5596 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 2469, Page 18, being Lot 1 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.	1,781.23	2	11	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
44	17-212-03-01-061.00	RUSSELL	MERRILL T.			PO BOX 7035	COLUMBIA	MO	65205	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 1380, Page 791, being Lot 1 of the Plat of Tract 24 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 216, Boone County Records.	1,652.00	2	11	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
45	17-212-03-01-060.00	CALVIN	REBEKAH L.			5593 PINEHURST LANE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 3010, Page 148, being Lot 1 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.	1,870.00	2	11	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
46	17-212-03-01-091.00	SHARP	LANTZ			1676 WILLIAMSTOWN DR SAINT PETERS	MO	63378	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 2135, Page 542, being Lot 2 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.	1,870.00				\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
48	17-212-03-01-093.00	GIBSON	ALAN K	GIBSON	MARSHA W.	5599 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 969, Page 15, being Lot 4 of the Plat of Tract 27 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 244, Boone County Records.	1,870.00	2	12	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
49	17-212-03-01-098.00	MILLER	ANNETTE			5601 PINEHURST LN	COLUMBIA	MO	65202	Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.	2,380.09	2	12	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
50	17-212-03-01-097.00	DOUBET	RICKY ROBERT			202 SPRING VALLEY RD	COLUMBIA	MO	65203	Section 3, T 48, R 12, as described by Out Claim Deed recorded in Book 943, Page 340, being Lot 3 of the Re-Plat of Tract 9 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 56, Boone County Records.	2,461.15				\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82
52	17-212-03-01-099.00	GINSBURG	DONALD			33 E BROADWAY	COLUMBIA	MO	65203	Section 3, T 48, R 12, as described by General Warranty Deed recorded in Book 1750, Page 868, being Lot 4 of the Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.	1,231.20	2	13	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
53	17-212-03-01-100.00	KLEFFNER	DORIS A.			5609 PINEHURST LN	COLUMBIA	MO	65202	Deed recorded in Book 2916, Page 142, being Lot 3 of the Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.	2,216.86	2	13	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
54	17-212-03-01-101.00	LEATHERMAN	ELIZABETH A.			5611 PINEHURST LANE	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 3795, Page 12, being Lot 2 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.	2,100.16				\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82
55	17-212-03-01-102.00	WILLIAMS	ASHLEY L.			5613 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Out Claim Deed recorded in Book 550, Page 184, being Lot 1 of the Re-Plat of Tract 10 of Lakewood Estates a shown on Plat recorded in Plat Book 11, Page 39, Boone County Records.	2,106.72	2	14	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	
56	17-212-03-01-103.00	ANDREWSON	JACK WILLIAM			5615 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Warranty Deed recorded in Book 11, Page 39, Boone County Records.	2,106.72	2	14	\$ 5,131.46	\$ 7,705.92	\$1,018.38	\$6,149.82	

ALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT

POST BOND ASSESSMENT ROLL

ID #	TAX PARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY SF	SIGNED PETITION	BOOK	PAGE	ASSESSMENT	NOT TO EXCEED	CERTIFIED FINANCING COSTS	TOTAL POST BOND COST
57	17-212-03-01-106.00	ROBB	NORMA S			5617 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 849, Page 175, being Lot 4 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.	2,405.82	2	14	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
58	17-212-03-01-107.00	BURGESS	SALLY ANN			5619 E PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Quit Claim Deed recorded in Plat Book 3395, Page 207, being Lot 3 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.	2,450.35	2	14	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
59	17-212-03-01-108.00	STAFFORD	STEPHANIE S			5621 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2208, Page 658, being Lot 4 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 57, Boone County Records.	2,995.44			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
61	17-212-03-01-111.00	MANGELS	MARJORIE A			PO BOX 157	COLUMBIA	MO	65205	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 975, Page 723, being Lot 2 of the Re-Plat of Tract 12 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 59, Boone County Records.	958.59	2	15	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
63	17-212-03-01-114.00	ENCISO	JIMMY D	TERESA		1207 STANFORD LN	ROLLA	MO	65401	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3472, Page 26, being Lot 3 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 59, Boone County Records.	1,188.30			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
64	17-212-03-01-115.00	HENDERSON	GROVENE A			1573 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 473, Page 272, being Lot 2 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 59, Boone County Records.	1,188.30	3	15	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
65	17-212-03-01-117.00	COOPER	CRYSTAL			1575 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2778, Page 33, being Lot 1 of the Re-Plat of Tract 11 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 59, Boone County Records.	1,912.50	2	16	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
67	17-212-03-01-120.00	TYDINGS	SUSAN K			1588 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Trustee's Deed recorded in Book 912, Page 2, being Lot 1 of the Plat of Tract 14 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.	1,708.00	4	16	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
68	17-212-03-01-121.00	ASHBY	BRIAN			1570 LAKEWOOD DRIVE	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Deed recorded in Book 3395, Page 120, being Lot 2 of the Plat of Tract 14 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.	1,680.00	OT	18	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
69	17-212-03-01-122.00	BARBER	MARLIN	JAMIE		1572 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3923, Page 120, being Lot 3 of the Plat of Tract 14 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.	1,673.00	4	16	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
70	17-212-03-01-123.00	MCWILLIAMS	FLORANCE M			1574 LAKEWOOD DR	COLUMBIA	MO	65205	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3591, Page 78, being Lot 4 of the Plat of Tract 14 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 137, Boone County Records.	1,960.00			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
72	17-212-03-01-126.00	WHITE	ELIZABETH			1578 LAKEWOOD DRIVE	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2535, Page 136, being Lot 2 of the Plat of Tract 15 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.	1,880.00	3	17	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
73	17-212-03-01-127.00	MAZUCH	LAURA			1580 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Warranty Deed recorded in Book 3316, Page 133, being Lot 3 of the Plat of Tract 15 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 73, Boone County Records.	1,680.00	4	17	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
75	17-212-03-01-130.00	CISNA	KENNETH M			1600 NE LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2784, Page 46, being Lot 1 of the Plat of Tract 16 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.	1,704.50			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
76	17-212-03-01-131.00	KELLY	KATHERINE A			1602 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Warranty Deed recorded in Book 3788, Page 216, being Lot 2 of the Plat of Tract 16 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.	1,680.00			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
77	17-212-03-01-132.00	SHEEHAN	ANN E			1604 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 1718, Page 480, being Lot 3 of the Plat of Tract 16 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.	1,680.00	4	18	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
78	17-212-03-01-133.00	JOHNSON	AARON Z			1606 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3921, Page 83, being Lot 4 of the Plat of Tract 16 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 74, Boone County Records.	1,963.50	2	18	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
79	17-212-03-01-135.00	BRYANT	TRACY A	BRYANT		1601 S VINE ST	HOLDEN	MO	64040	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3360, Page 161, being Lot 1 of the Plat of Tract 17 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.	1,708.00			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
80	17-212-03-01-136.00	DELANCEY	CAROL J			1610 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 503, Page 535, being Lot 2 of the Plat of Tract 17 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.	1,683.50	2	18	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
81	17-212-03-01-137.00	BARGFREDE	STUART			1612 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Quit Claim Deed recorded in Book 192, Page 270, being Lot 3 of the Plat of Tract 17 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.	1,660.00			\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
82	17-212-03-01-138.00	SCHULTE	MARTIN W	SCHULTE	JENNIFER J	1614 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3349, Page 31, being Lot 4 of the Plat of Tract 17 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 75, Boone County Records.	1,963.50	2	19	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	
84	17-212-03-01-141.00	FARBELL	BO S	FARBELL	WESLEYA	1618 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Beneficiary Deed recorded in Book 3083, Page 117, being Lot 2 of the Plat of Tract 18 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 107, Boone County Records.	1,680.00	5	19	\$ 5,131.46	\$ 7,705.82	\$1,016.38	\$8,148.82	

ALLEY CREEK NEIGHBORHOOD IMPROVEMENT DISTRICT

POST BOND ASSESSMENT ROLL

ID #	TAX PARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY SF	SIGNED PETITION	BOOK	PAGE	ASSESSMENT	NOT TO EXCEED	CERTIFIED FINANCING COSTS	TOTAL POST BOND COST	
85	17-212-03-01-142.00	ANDREWS	ARCHIE LEE			1107 MAYWOOD DR	JEFFERSON CITY	MO	65109	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 966, Page 562, being Lot 3 of the Plat of Tract 18 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 107, Boone County Records, Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2975, Page 97, being Lot 4 of the Plat of Tract 5 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 107, Boone County Records, Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2854, Page 126, being Lot 4 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,680.00					\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82
86	17-212-03-01-143.00	BROADUS	KEITH D			1622 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2854, Page 126, being Lot 4 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,981.00	3	20		\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82	
87	17-212-03-01-145.00	CRANE	DANA			1720 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Trustees Deed recorded in Book 1554, Page 155, being Lot 2 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,697.50	2	20		\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82	
88	17-212-03-01-146.00	GORDON	LORRAINE			1702 LAKEWOOD DRIVE	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2854, Page 126, being Lot 4 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,676.50	5	20		\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82	
89	17-212-03-01-147.00	FERGUSON	DIANE L			1704 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 498, Page 861, being Lot 3 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,690.50	5	20		\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82	
90	17-212-03-01-148.00	SCHULTE	RICHARD O	SCHULTE		1706 LAKEWOOD DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 1529, Page 159, being Lot 4 of the Plat of Tract 19 of Lakewood Estates as shown on Plat recorded in Plat Book 11, Page 140, Boone County Records.	1,963.50					\$ 5,131.46	\$ 7,705.92	\$1,016.36	\$6,149.82
91	17-212-03-01-085.00	LUECK	RONALD G			5565 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 1272, Page 870, being Lot 4 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.	913.83	2	21		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
92	17-212-03-01-086.00	MILLIGAN	LOLA J			5687 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by Corporate General Warranty Deed recorded in Book 451, Page 549, being Lot 3 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.	897.87	2	21		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
93	17-212-03-01-087.00	HEAFLEY	CLYDE A	HEAFLEY		5589 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 406, Page 523, being Lot 2 of the Plat of Tract 53 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.	875.96	2	21		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
95	17-212-03-01-083.00	KEENEY	DON R	KEENEY		5580 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 500, Page 273, being Lot 4 of the Plat of Tract 55 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.	1,001.93	2	21		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
96	17-212-03-01-083.00	LAGUNAS	CYNTHIA L			5582 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3383, Page 87, being Lot 2 of the Plat of Tract 55 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 4, Boone County Records.	989.29					\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88
97	17-212-03-01-068.00	BROWN	VIKKI			1701 VILLA DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 1991, Page 569, being Lot 4 of the Plat of Tract 52 of Lakewood Villa as shown on Plat recorded in Plat Book 11, Page 314, Boone County Records.	2,021.30					\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88
98	17-212-03-01-080.00	HAYES	JOSEPH	BROOKENS	LATONIA	1702 VAIL CT	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3252, Page 147, being Lot 2 of the Plat of Tract 58 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 59, Boone County Records.	2,194.50					\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88
102	17-212-03-01-071.00	SELTING	BONITA R			1705 VILLA DR	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3383, Page 87, being Lot 2 of the Plat of Tract 58 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 59, Boone County Records.	1,167.75	7	23		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
103	17-212-03-01-079.00	MORRIF	BREE M	HOLTMEYER	BARBARA L	1704 VAIL CT	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3380, Page 164, being Lot 1 of the Plat of Tract 56 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 59, Boone County Records.	2,194.50					\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88
107	17-212-03-01-073.00	HAMMONS	DEBRA L			1709 VILLA DRIVE	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2989, Page 193, being Lot 1 of the Plat of Tract 6 of Lakewood Villa as shown on Plat recorded in Plat Book 12, Page 6, Boone County Records.	1,559.25	2	24		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
108	17-212-03-01-074.00	PERSINGER	CHRISTOPHER R			5546 TRIKALLA	COLUMBIA	MO	65202	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 2320, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1705 Vail Ct.)	1,999.25	7	24		\$ 5,289.19	\$ 7,844.57	\$1,046.89	\$6,314.88	
113	17-212-03-03-002.00	POLLARD	JUSTIN M			615 MELVILLE AVE	WEST BURLINGTON	IA	52655	Section 3, T 46, R 12, as described by General Warranty Deed recorded in Book 3220, Page 4, being Lot 2 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (1707 Vail Ct.)	15,574.27					\$ 5,021.28	\$ 7,530.79	\$998.46	\$6,017.76
114	17-212-03-03-002.00	POLLARD	JUSTIN M			615 MELVILLE AVE	WEST BURLINGTON	IA	52655	Section 3, T 46, R 12, as described by Trustees Deed recorded in Book 3129, Page 68, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5571 Pinehurst Ln.)	10,500.00					\$ 5,021.28	\$ 7,530.79	\$998.46	\$6,017.76
117	17-212-03-03-004.00	BISHOP	BRUCE F	BISHOP	PAMELA G	28515 PARTY LN	WARRENTON	MO	63383	Section 3, T 46, R 12, as described by Trustees Deed recorded in Book 3129, Page 68, being Lot 4 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5973 Pinhurst Ln.)						\$ 5,021.28	\$ 7,530.79	\$998.46	\$6,017.76
118	17-212-03-03-004.00	BISHOP	BRUCE F	BISHOP	PAMELA G	29516 PARTY LN	WARRENTON	MO	63383						\$ 5,021.28	\$ 7,530.79	\$998.46	\$6,017.76	

POST BOND ASSESSMENT ROLL

ID #	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY SF	SIGNED PETITION	BOOK	PAGE	ASSESSMENT	NOT TO EXCEED	CERTIFIED FINANCING COSTS	TOTAL POST BOND COST	
119	17-212-03-03-005.00	HERZOG	TONY			5579 PINEHURST LN	COLUMBIA	MO	65202	recorded in Book 3083, Page 78, and Book 3083, Page 79, being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5577 Pinehurst Ln.)	10,049.00	10,049.00	7	28	\$ 5,021.28 \$ 7,530.79		\$998.48	\$6,017.76	
120	17-212-03-03-005.00	HERZOG	TONY			5579 PINEHURST LN	COLUMBIA	MO	65202	Section 3, T 48, R 12, as described by Trustee's Deeds recorded in Book 3083, Page 78, and Book 3083, Page 79, being Lot 5 of the Valley Creek Subdivision, as shown by Plat recorded in Plat Book 28, Page 57, Boone County Records. (5579 Pinehurst Ln.)			7	28	\$ 5,021.28 \$ 7,530.76		\$998.48	\$6,017.76	
															\$457,653.89		\$90,803.39	\$548,357.28	
	REVISED 12-20-08										203,240.61	130,459.85							
	REVISED 12-21-07																		
	REVISED 12-29-07										64%	BY LAND							
	REVISED 11-10-08																		
	REVISED 12-15-08									89 owners out of 122 signed Petition	73%	BY OWNERS	89	122					
	REVISED 3-9-09																		
	REVISED 4-3-09																		
	REVISED 4-9-09																		
	REVISED 4-20-09					ALL CHANGES MADE WITHIN NAMES OR ADDRESSES HAVE BEEN MADE BOLD													
	REVISED 3-01-11																		
	REVISED 6-20-11					INSERT PREPAYMENT AND POST BOND VALUES													

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

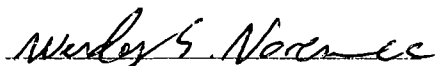
In the County Commission of said county, on the 5th day of July 20 11

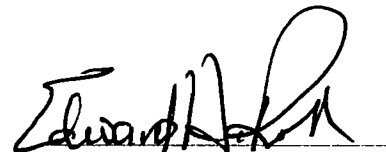
the following, among other proceedings, were had, viz:

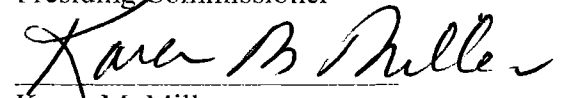
Now on this day the County Commission of the County of Boone does hereby approve the request by Public Works to dispose of an A/C Refrigerant Station, asset tag 13201. Public Works will be obtaining three informal quotes for a replacement.

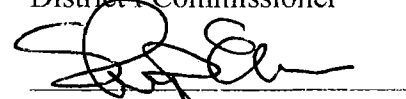
Done this 5th day of July, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 23, 2011
RE: Surplus: A/C Refrigerant Station

Purchasing requests permission to dispose of an A/C Refrigerant Station, asset tag 13201. It is not working and will be replaced by Public Works. The replacement is under \$4,500, so Public Works will be obtaining three informal quotes.

Attached for signature is the Request for Disposal form.

ATT Request for Disposal Form / PW Memo

cc: Caryn Ginter, Auditor
Greg Edington, Public Works
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : June 16, 2011

FIXED ASSET TAG NUMBER: 13201

RECEIVED

DESCRIPTION: A/C Refrigerant Station

JUN 21 2011

REQUESTED MEANS OF DISPOSAL: Sell

BOONE COUNTY AUDITOR

OTHER INFORMATION: Robinair model 348002K; purchased 9/2001 for \$5,283.00

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Repair parts are not obtainable.


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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not necessary.

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

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/28/2001

RECEIPT INTO 2049-3835

ORIGINAL COST 5,283.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 245-2011

DATE APPROVED 7-5-2011

SIGNATURE 

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: June 16, 2011

To: Skip Elkin

From: Greg Edington *GE*

Subject: Shop A/C Machine Replacement

The Fleet division is recommending replacement of the A/C refrigerant station. The current unit has recently experienced vital component failures. The interface board is not legible and attempts at procuring repair parts have not been successful. It is also due for a re-calibration at a repair facility. Total repair estimates (if they can locate a used interface) would be approximately \$1500 and the machine would be gone for approximately 1 month. The shop utilizes the A/C recharge/recovery machine on the average of 3 to 4 times daily from April to October and is vital for repairs to A/C systems.

Our existing unit was purchased in 2001 for \$5,283.00. We have solicited pricing with several vendors and found a suitable replacement for \$3,200.

If approved the Department would utilize cost savings in account 2040-91300 for the purchase.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

5th

day of

July

20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 25-31MAY11 Emergency Electrical Services Term and Supply to the companies listed below. It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

- Primary Supplier: K-Tech d/b/a Schneider Electric Company, Inc.
- Secondary Supplier: Meyer Electric Company, Inc.
- Tertiary Supplier: Coastal Electric Construction Services, LLC

Done this 5th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 7, 2011
RE: 25-31MAY11 – Emergency Electrical Services Term and Supply

The Bid for Emergency Electrical Services Term and Supply opened on May 31. Three bids were received. Upon the completion of the bid evaluation, Facilities Maintenance and Purchasing recommend award as follows for the lowest and best bids in the following order:

Primary Supplier: K-Tech d/b/a Schneider Electric Company, Inc.
Secondary Supplier: Meyer Electric Company, Inc.
Tertiary Supplier: Coastal Electric Construction Services, LLC

The Term and Supply contract period is July 1, 2011 through June 30, 2012 with three, one-year renewal periods. Invoices will be paid from department 6100 – Facilities and Grounds Maintenance, account 60100 – Building Repairs / Maintenance. \$10,264 was budgeted in account 60100.

Also - 2040 - 60100

ATTACHMENT: Bid Tabulation

cc: Bid File
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT
FOR
Primary Supplier
Emergency Electrical Services Term and Supply**

THIS AGREEMENT dated the _____ day of _____ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **K-Tech d/b/a Schneider Electric Company, Inc.**, herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid number **25-31MAY11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification, Prevailing Wage Order #17 with Excessive Unemployment, as well as the Contractor's bid response dated **May 26, 2011** and executed by **Larry Jones**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on July 1, 2011 and extend through **June 30, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response. This agreement may be renewed thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. **K-Tech d/b/a Schneider Electric Company, Inc.** shall act as the primary supplier and shall furnish Emergency Electrical Services for the County. The Contractor agrees to respond by phone within one hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. **Billing and Payment** - All billing for work done at the Boone County Public Works building located at 5551 Hwy 63 South Columbia, MO 65201, shall be invoiced to that same address. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 601 E. Walnut Office 205, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a

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

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

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

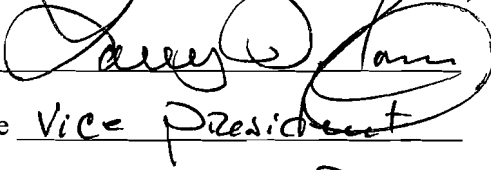
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

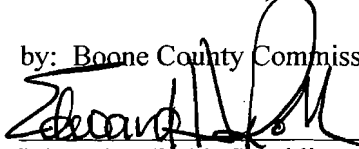
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**K-TECH D/B/A
SCHNEIDER ELECTRIC COMPANY, INC**

BOONE COUNTY, MISSOURI

by 
 title Vice President
 address 414 West Ducklin
Jefferson City, MO. 65101

by: Boone County Commission

 Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

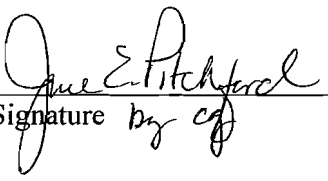
ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by ef

7/5/11
Date

2040 / 60100 / Term & Supply
6100 / 60100 / Term & Supply
No Encumbrance Required
 Appropriation Account

4. **Response Form**

- 4.1. **Company Name:**
K-Tech d/b/a Schneider Electric Company, Inc
- 4.2. **Address:**
414 West Dunklin Street
- 4.3. **City/Zip:**
Jefferson City, MO. 65101
- 4.4. **Phone Number:**
573-636-4101
- 4.5. **Fax Number:**
573-636-4424
- 4.6. **Federal Tax ID:**
43-1249816

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE	
	1.	Material/Parts (Total Cost plus %) \$0-\$749	15	%
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	15	%
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	15	%
	4.	Rental Equipment (Cost plus %)	10	%
			Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
	5.	Electrical Services (Straight Time)	\$ 67.00/hr	\$ 67.00 /hr
	6.	Rate per hour for each additional worker (Straight Time)	\$ 67.00 /hr	\$ 67.00 /hr
	7.	Electrical Services (Nights and Weekends)	\$ 93.00 /hr	\$ 93.00 /hr
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$ 93.00 /hr	\$ 93.00 /hr
	9.	Electrical Services (Holidays)	\$ 123.00 /hr	\$ 123.00 /hr
	10.	Rate per hour for each additional worker (Holidays)	\$ 123.00 /hr	\$ 123.00 /hr

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: Larry Jones

4.8.1. Telephone Number: 573-636-4101 office Cell 573-645-0235

Call Response Time: within _____ hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: New Years Day, Memorial Day, July 4th, Labor Day , Veterans Day, Thanksgiving
Christmas Day

4.10.

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. 0 % 1st Renewal Term

4.11.2. 3 % 2nd Renewal Term

4.11.3. 6 % 3rd Renewal Term

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

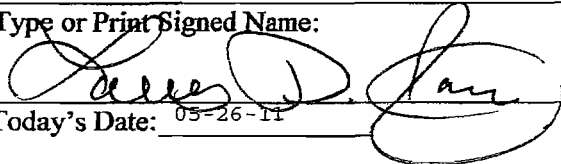
x Yes _____ No

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

4.13.1. Authorized Representative (Sign By Hand):

Larry D. Jones, Vice President

4.13.2. Type or Print Signed Name:



4.13.3. Today's Date: 05-26-11



June 10, 2011

Reference: Boone County Emergency Response Contacts

Gentlemen,

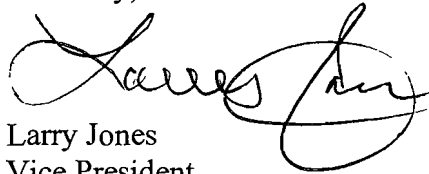
Please use the following for emergency contact information:

- 1) Larry Jones Office 573-636-4101
 Cell 573-645-0235
 Home 573-642-6869
- 2) Eddie Kuttenkuler Cell 573-645-0843
 Home 573-796-3507
- 3) Jeff Munson Cell 573-418-7920
 Home 573-682-2559
- 4) Brennan Riddles Cell 573-645-6758
 Personal Cell 573-881-0725

My contact information follows and if you have any questions, please call our office.

Larry Jones
Schneider Electric Co., Inc.
414 West Dunklin Street
Jefferson City, MO 65101
Phone: 573-636-4101
Fax: 573-636-4424
Cell: 573-645-0235
Email: secoljones@embarqmail.com

Sincerely,



Larry Jones
Vice President

**Schneider
Electric
Company**

414 West Dunklin Street
Jefferson City, MO 65101
Phone: (573) 636-4101
Fax: (573) 636-4424

LDJ: dat
Corr.



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: State of Missouri

Address: P. O. Box 809

Jefferson City, MO. 65201

Contact Name: Tom Stone

Telephone Number:

573-526-0582

Date of Contract: Oct 2009

Length of Contract: Held for about 12 years (was Bid and renewed every 3 years)

Description of Prior Services (include dates):

Electrical Rapid Response service for several State office buildings

2. Prior Services Performed for:

Company Name: Ameren UE

Address: P. O. Box 66892

St. Louis, MO. 63166-6892

Contact Name: Dereck Collier

Telephone Number:

573-301-3776

Date of Contract: 01-11-2009

Length of Contract:

Description of Prior Services (include dates):

Blanket PO 414330, Electrical rapid response to various sites for Ameren UE Buildings.

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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

County of Cole)
)ss
State of Missouri)

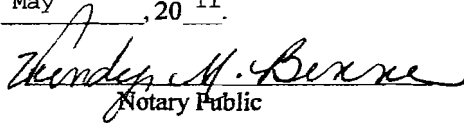
My name is Larry D. Jones. I am an authorized agent of Schneider Electric Co., inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person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

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


Affiant _____ Date 5-26-2011

Larry D. Jones
Printed Name

Subscribed and sworn to before me this 26th day of May, 2011.


Notary Public

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

Company ID Number: 172541

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Schneider Electric Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 172541

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 172541

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 172541

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 172541

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 172541

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of HIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer **Schneider Electric Co., Inc.**

Deborah A Twebus

Name (Please type or print)

Title

Electronically Signed

12/18/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 172541

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/18/2008

Signature

Date

Company ID Number: 172541

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Schneider Electric Co., Inc.

Company Facility Address: 414 West Dunklin Street
Jefferson City, MO 65101

Company Alternate Address: _____

County or Parish: COLE

Employer Identification Number: 431249816

North American Industry
Classification Systems Code: 238

Parent Company: K-Tech Corp.

Number of Employees: 100 to 499 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.

▪ MISSOURI 2 site(s)

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

Name: Michelle Mooney
Telephone Number: (314) 446 - 4721 Fax Number: (314) 446 - 4722
E-mail Address: mmooney@schneiderelec.com

Name: Wendy Benne
Telephone Number: (573) 636 - 4101 Fax Number: (573) 636 - 4424
E-mail Address: wbenne@embarqmail.com

Name: Jamie Lancaster
Telephone Number: (314) 446 - 4711 Fax Number: (314) 446 - 4712
E-mail Address: jilancaster@schneiderelec.com

Name: Deborah A. Twebus
Telephone Number: (573) 636 - 4101 Fax Number: (573) 636 - 4424
E-mail Address: schneiderelectric@embarqmail.com

Name: Tanya Wood
Telephone Number: (314) 446 - 4713 Fax Number: (314) 446 - 4714
E-mail Address: tbrown@schneiderelec.com

E-Verify Employment Eligibility Verification

Case Administration

- [Initial Verification](#)
- [View Cases](#)

User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

Site Administration

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

Reports

- [View Reports](#)

Company Information

Company Name: Schneider Electric Co., Inc. [View / Edit](#)

Company ID Number: 172541

Physical Location:

Address 1: 414 West Dunklin Street

Address 2:

City: Jefferson City

State: MO

Zip Code: 65101

County: COLE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Employer Identification Number: 431249816

Total Number of Employees: 100 to 499

Corporate / Parent Company: K-Tech Corp.

Organization Designation:

Employer Category: Federal Contractor

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS [View / Edit](#)

Total Hiring Sites: 2 [View / Edit](#)

Total Points of Contact: 5 [View / Edit](#)



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **25-31MAY11**
Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, May 31, 2011**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY, May 31, 2011**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Work Authorization Certification
Certification Regarding Debarment
Certification of Individual Bidder
Individual Bidder Affidavit
Exhibit A **Prior Experience**
Standard Terms and Conditions
No Bid Response Form
Prevailing Wage Order #17 With Excessive Unemployment in Effect

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **July 1, 2011 through June 30, 2012 and may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates..
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. **Delivery** – All items purchased for work under this contract will be delivered to the County as **FOB Destination**.
 - 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
 - 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
 - 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
 - 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
 - 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - 1. All pertinent requirements of the local codes and utility companies.
 - 2. National Electric Code, latest edition.
 - 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
 - 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
 - 2.7.7. **Invoices:** The County's contract number should appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Itemized list of material, if any.
 - 4. Itemized cost of material, if any.
 - 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Monthly Statements should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid monthly statement. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
 - 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
 - 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
 - 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
 - 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate

- for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Work performed under this contract will be subject to Prevailing Wage rates for major repair work. Maintenance work will not be subject to prevailing wage rates. For the initial contract period, **Prevailing Wage Order Number 17** is in effect through the initial contact period. For future renewal periods, the prevailing wage in effect at the start of the June 1 renewal

period shall be used for that renewal period.

- 2.8.13.1. "Major Repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is not subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.
- 2.8.13.2. **Wage Rates**
- 2.8.13.2.a. "Major repair" work from this contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.8.13.2.b. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.8.13.2.c. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.8.13.2.d. **Prevailing Annual Wage Order Number 17** is attached for the initial contract period. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymmo.org; or call (573) 886-4391.
- 2.8.13.2.e. **Records**
- 2.8.13.2.f. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.8.13.2.g. **Notices**
- 2.8.13.2.h. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.8.13.2.i. **Penalty**
- 2.8.13.2.j. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, one hundred dollars (\$100) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.8.13.2.k. **Affidavit of Compliance**
- 2.8.13.2.l. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.8.13.2.m. **Wage Determination**
- 2.8.13.2.n. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will

- deductions be made by the County against sums due the Contractor by reason of such changes.
- 2.8.13.2.o. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.8.14. **Mobilization:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.14.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of taxes.
- 2.8.15. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.16. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of

this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **BID SPECIFICATIONS LANGUAGE FOR OSHA TRAINING REQUIRED FOR PUBLIC WORKS TO BE IN PROGRESS AFTER AUGUST 28, 2009**
 - 2.11.1. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
 - 2.11.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
 - 2.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials

or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.13.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from the Manager of Facilities Maintenance at (573) 886-4401.
- 2.13.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390, E-mail: mbobbitt@boonecountymmo.org.
- 2.13.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.13.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.13.4.a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

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

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE	
	1.	Material/Parts (Total Cost plus %)	\$0-\$749	%
	2.	Material/Parts (Total Cost plus %)	\$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %)	\$4,500 and up	%
	4.	Rental Equipment (Cost plus %)		%
			Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
	5.	Electrical Services (Straight Time)	\$ _____ /hr	\$ _____ /hr
	6.	Rate per hour for each additional worker (Straight Time)	\$ _____ /hr	\$ _____ /hr
	7.	Electrical Services (Nights and Weekends)	\$ _____ /hr	\$ _____ /hr
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$ _____ /hr	\$ _____ /hr
	9.	Electrical Services (Holidays)	\$ _____ /hr	\$ _____ /hr
	10.	Rate per hour for each additional worker (Holidays)	\$ _____ /hr	\$ _____ /hr

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: _____

4.8.1. Telephone Number: _____

Call Response Time: within _____ hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: _____

4.10.

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. _____ % 1st Renewal Term

4.11.2. _____ % 2nd Renewal Term

4.11.3. _____ % 3rd Renewal Term

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

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

4.13.1. Authorized Representative (Sign By Hand):

4.13.2. _____
Type or Print Signed Name:

4.13.3. _____
Today's Date:

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)

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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 *E-Verify Memorandum of Understanding that you completed when enrolling.*** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

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

County of _____)
)ss
 State of _____)

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

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

_____ Date
 Affiant

 Printed Name

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

 Notary Public

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

(Please complete and return with Contract)

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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

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

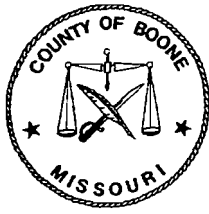


EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, 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 BID**

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

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

Bid: 25-31MAY11 – Emergency Electrical Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolr.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 - 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2010

Last Date Objections May Be Filed: April 9, 2010

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$32.84	FED		\$9.24
Boilermaker			\$32.31	57	7	\$21.79
Bricklayers - Stone Mason			\$27.48	59	7	\$13.60
Carpenter	4/10		\$23.59	60	15	\$11.85
Cement Mason			\$25.08	9	3	\$11.60
Electrician (Inside Wireman)			\$29.92	28	7	\$11.73 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	1/11	a	\$40.860	26	54	\$23.178
Operating Engineer						
Group I	5/10		\$26.52	86	66	\$19.19
Group II	5/10		\$26.52	86	66	\$19.19
Group III	5/10		\$25.27	86	66	\$19.19
Group III-A	5/10		\$26.52	86	66	\$19.19
Group IV	5/10		\$24.29	86	66	\$19.19
Group V	5/10		\$27.22	86	66	\$19.19
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier	11/10	c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.31	42	44	\$9.94
First Semi-Skilled			\$22.31	42	44	\$9.94
Second Semi-Skilled			\$21.31	42	44	\$9.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.03
Millwright	4/10		\$24.59	60	15	\$11.85
Iron Worker	8/10		\$27.51	11	8	\$18.30
Painter	4/10		\$21.40	18	7	\$10.57
Plasterer			\$23.89	94	5	\$11.27
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	4/10		\$24.59	60	15	\$11.85
Roofer	9/10		\$27.90	12	4	\$12.59
Sheet Metal Worker	7/10		\$28.90	40	23	\$13.35
Sprinkler Fitter	4/10		\$30.84	33	19	\$16.95
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver - Teamster						
Group I	3/10		\$23.95	101	5	\$8.85
Group II	3/10		\$24.60	101	5	\$8.85
Group III	3/10		\$24.10	101	5	\$8.85
Group IV	3/10		\$24.60	101	5	\$8.85
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43
All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 and 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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 (5) 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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 8:30 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. 110: 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:** Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

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

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too 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.

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

NO. 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.

ANNUAL WAGE ORDER NO. 17

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**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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. 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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/10	\$28.87	7	16	\$11.85
Millwright	5/10	\$28.87	7	16	\$11.85
Pile Driver Worker	5/10	\$28.87	7	16	\$11.85
OPERATING ENGINEER					
Group I	5/10	\$25.60	21	5	\$19.09
Group II	5/10	\$25.25	21	5	\$19.09
Group III	5/10	\$25.05	21	5	\$19.09
Group IV	5/10	\$21.40	21	5	\$19.09
Oiler-Driver	5/10	\$21.40	21	5	\$19.09
LABORER					
General Laborer	5/10	\$25.06	2	4	\$9.92
Skilled Laborer	5/10	\$25.66	7	16	\$9.92
TRUCK DRIVER - TEAMSTER					
Group I	5/10	\$26.57	22	19	\$9.85
Group II	5/10	\$26.73	22	19	\$9.85
Group III	5/10	\$26.72	22	19	\$9.85
Group IV	5/10	\$26.84	22	19	\$9.85

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

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

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

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

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

ANNUAL WAGE ORDER NO. 17

AWO17 010 HOT Motion to Amend.doc

Page 1 of 2

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

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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.

ANNUAL WAGE ORDER NO. 17

3/10

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2011

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

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

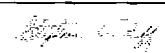
PRODUCER St. Charles Insurance 4600 Executive Centre Parkway Suite D St. Peters, MO 63376	CONTACT NAME: PHONE (A/C, No, Ext): (636)477-0500 FAX (A/C, No): (636)477-0600 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED K Tech Corp DBA: Schneider Electric Co. 6115 Eveline St. Louis, MO 63139	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: AMERISURE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AMERISURE		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 10/11 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP2041663	11/30/2010	11/30/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA2041662	11/30/2010	11/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB			CU2041664	11/30/2010	11/30/2011	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2041667	11/30/2010	11/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CPP2041663	11/30/2010	11/30/2011	Schedule Equip See Desc Below Leased/Rented Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
25-31MAY11 - Emergency Electrical Service - Term & Supply
 Please refer to the attached.

CERTIFICATE HOLDER FAX: 573.886.4390 Boone County Purchasing 601 E Walnut Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Stephen Ruff/KAREN
---	--

Boone County Purchasing**Certificate issued to Boone County Purchasing
St. Charles Insurance****06/10/2011**

06/10/2011

Boone County Purchasing is named as Additional Insured as respects General Liability pursuant to attached endorsement form no. CG70481109.

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

Policy Number CPP2041663	Agency Number 306877	Policy Effective Date 11/30/10
Policy Expiration/Cancellation Date 11/30/11	Date 12/07/10	Account Number 10497526
Named Insured K TECH CORP. DBA SCHNEIDER	Agency ST. CHARLES INS AGCY INC	Issuing Company AMERISURE INSURANCE CO

1. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - a. Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - b. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, written agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.
3. The insurance provided to the additional insured under this endorsement is limited as follows:
 - a. That person or organization is only an additional insured with respect to liability arising out of:
 - (1) Premises you own, rent, lease, or occupy; or
 - (2) Your ongoing operations, unless the written contract, written agreement or certificate of insurance also requires completed operations coverage (or wording to the same effect), in which case the coverage provided shall extend to your completed operations for that additional insured.

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Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or written agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. The limits of insurance applicable to the additional insured are the least of those specified in the:
- (1) Written contract or written agreement;
 - (2) Certificate of insurance; or
 - (3) Declarations of this policy.
- The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- c. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- d. If a written contract, written agreement or certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

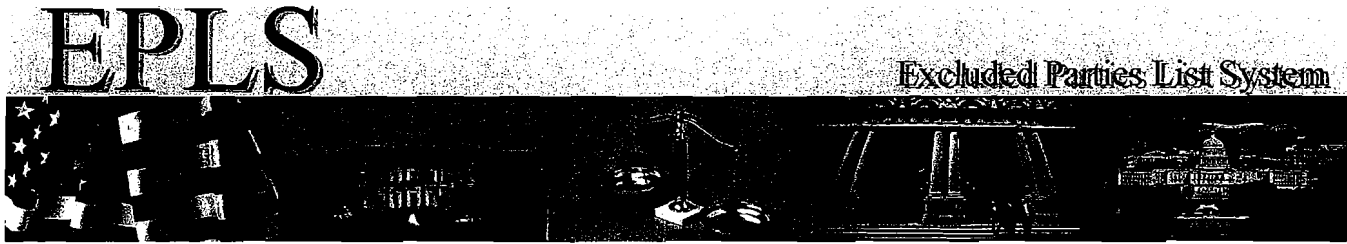
- e. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
 - (2) Supervisory, inspection, or engineering services.

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- f. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, written agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.



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- > Exact Name and SSN/TIN
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- > Procurement Codes
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- > State/Country Code Descriptions

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Contact Information

- > For Help: Federal Service Desk

**PURCHASE AGREEMENT
FOR
EMERGENCY ELECTRICAL SERVICES TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the _____ day of _____ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Meyer Electric Company, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid, bid number **25-31MAY11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification, Prevailing Wage Order #17 with Excessive Unemployment, as well as the Contractor's bid response dated **May 31, 2011** and executed by **Kevin Meyer** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **July 1, 2011 and extend through June 30, 2012**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Electrical Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. **Meyer Electric Company** shall act as the secondary supplier and shall furnish emergency Electrical Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

4. Billing and Payment - All billing for work done at the Boone County Public Works building located at 5551 Hwy. 63 South, Columbia, MO 65201, shall be invoiced to that same address. All billing for work done at any other County facility shall be invoiced to the Boone County Facilities Maintenance Department located at 601 E. Walnut, Room 205, Columbia, MO 65201. Billings may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the

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

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

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

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

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

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

MEYER ELECTRIC COMPANY, INC.

by Leon J. Keller
 title Leon J. Keller, Vice Pres.
 address 3513 N. Ten Mile Dr.
Jefferson City, MO 65109

BOONE COUNTY, MISSOURI

by: Boone County Commission
Edward H. Robb
 Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

J. Blain
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time. 2040-60100 - TERM & SUPPLY

Jane E. Pitchford
 Signature by cyj

7/5/11
 Date

6100-60100 - Term & Supply
No Encumbrance Required
 Appropriation Account

4. Response Form

- 4.1. Company Name: Meyer Electric Company, Inc.
- 4.2. Address: 3513 North Ten Mile Drive
- 4.3. City/Zip: Jefferson City, MO 65109
- 4.4. Phone Number: (573) 893-2335
- 4.5. Fax Number: (573) 893-3686
- 4.6. Federal Tax ID: 43-0910915
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE	
1.	Material/Parts (Total Cost plus %)	\$0-\$749	18 %
2.	Material/Parts (Total Cost plus %)	\$750-\$4,499	15 %
3.	Material/Parts (Total Cost plus %)	\$4,500 and up	15 %
4.	Rental Equipment (Cost plus %)		10 %
		Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
5.	Electrical Services (Straight Time)	\$ 69.51/hr	\$ 69.51/hr
6.	Rate per hour for each additional worker (Straight Time)	\$ 64.75/hr	\$ 64.75/hr
7.	Electrical Services (Nights and Weekends)	\$ 104.26 /hr	\$ 104.26 /hr
8.	Rate per hour for each additional worker (Nights and Weekends)	\$ 97.12/hr	\$ 97.12/hr
9.	Electrical Services (Holidays)	\$ 139.02 /hr	\$ 139.02 /hr
10.	Rate per hour for each additional worker (Holidays)	\$ 129.50 /hr	\$ 129.50 /hr

4.8. Emergency Twenty-Four Hour Service Contact:

Name: Kevin Meyer - 573-418-7223

Mark Hooibrink - 573-301-6991

4.8.1. Telephone Number:

Call Response Time: within 1 hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: New Years Day, Memorial Day, Independence Day, Veteran's Day

4.10. Thanksgiving Day and Christmas Day

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. 3 % 1st Renewal Term

4.11.2. 3 % 2nd Renewal Term

4.11.3. 3 % 3rd Renewal Term

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

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

4.13.1. Authorized Representative (Sign By Hand):



4.13.2. Type or Print Signed Name:

Leon J. Keller, Vice President

4.13.3. Today's Date: 5/31/11

*Straight time is from 7:00 am to 3:30 PM, Monday thru Friday.
Overtime is time plus one-half for the following 4 hours, and
Double time is for the remaining part of the day. Saturday is
12 hours at time plus one-half and double time for the remaining
part of the day. Double time is on Sunday, 12:00 am to 8:00 am
Monday and all holidays.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)

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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 *E-Verify Memorandum of Understanding that you completed when enrolling*. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

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

County of Cole)
)ss
State of Missouri)

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


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



Affiant
Date 5/31/11

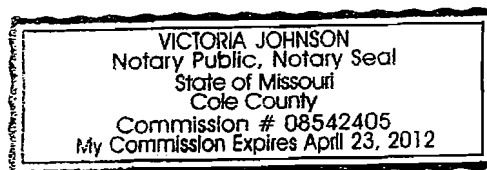
Leon J. Keller, Vice President
Printed Name

Subscribed and sworn to before me this 31st day of May, 2011.



Notary Public

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





**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 _____ (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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 178722

Employer Meyer Electric Co., Inc.

Vicky Johnson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/12/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/12/2009

Date

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

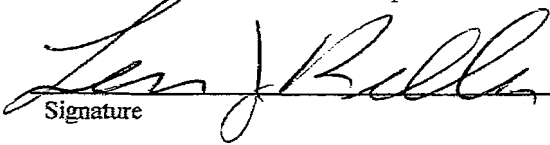
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

Leon J. Keller, Vice President

Name and Title of Authorized Representative


Signature

May 31, 2011
Date



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone Hospital
Address: 1600 East Broadway, Columbia, MO 65201
Contact Name: Susan Brandt
Telephone Number: 573-815-3795
Date of Contract: Service work for the past 30 years.
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: State Farm Insurance
Address: 4700 South Providence Road
Columbia, MO 65217
Contact Name: Jim Brengarth
Telephone Number: 573-499-2254
Date of Contract: Service work for past 36 years.
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Boone County Bank
Address: 720 East Broadway
Columbia, MO 65201
Contact Name: Kerry Farnham
Telephone Number: 573-874-8560
Date of Contract: Service work for past 20 years.
Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **25-31MAY11**
Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, May 31, 2011**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, May 31, 2011**
Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Work Authorization Certification
Certification Regarding Debarment
Certification of Individual Bidder
Individual Bidder Affidavit
Exhibit A **Prior Experience**
Standard Terms and Conditions
No Bid Response Form
Prevailing Wage Order #17 With Excessive Unemployment in Effect

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **July 1, 2011 through June 30, 2012 and may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates..
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. **Delivery** – All items purchased for work under this contract will be delivered to the County as FOB Destination.
- 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
 - 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.7.7. **Invoices:** The County's contract number should appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Monthly Statements should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid monthly statement. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate

- for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Work performed under this contract will be subject to Prevailing Wage rates for major repair work. Maintenance work will not be subject to prevailing wage rates. For the initial contract period, **Prevailing Wage Order Number 17** is in effect through the initial contact period. For future renewal periods, the prevailing wage in effect at the start of the June 1 renewal

period shall be used for that renewal period.

- 2.8.13.1. "Major Repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is not subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.
- 2.8.13.2. **Wage Rates**
- 2.8.13.2.a. "Major repair" work from this contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.8.13.2.b. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.8.13.2.c. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.8.13.2.d. **Prevailing Annual Wage Order Number 17** is attached for the initial contract period. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymmo.org; or call (573) 886-4391.
- 2.8.13.2.e. **Records**
- 2.8.13.2.f. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.8.13.2.g. **Notices**
- 2.8.13.2.h. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.8.13.2.i. **Penalty**
- 2.8.13.2.j. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, one hundred dollars (\$100) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.8.13.2.k. **Affidavit of Compliance**
- 2.8.13.2.l. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.8.13.2.m. **Wage Determination**
- 3.13.2.n. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will

- deductions be made by the County against sums due the Contractor by reason of such changes.
- 2.8.13.2.o. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.8.14. **Mobilization:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.14.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of taxes.
- 2.8.15. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.16. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of

this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **BID SPECIFICATIONS LANGUAGE FOR OSHA TRAINING REQUIRED FOR PUBLIC WORKS TO BE IN PROGRESS AFTER AUGUST 28, 2009**
 - 2.11.1. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
 - 2.11.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
 - 2.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials

or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.13.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from the Manager of Facilities Maintenance at (573) 886-4401.
- 2.13.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390, E-mail: mbobbitt@boonecountymmo.org.
- 2.13.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.13.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.13.4.a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE	
	1.	Material/Parts (Total Cost plus %)	\$0-\$749	%
	2.	Material/Parts (Total Cost plus %)	\$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %)	\$4,500 and up	%
	4.	Rental Equipment (Cost plus %)		%
			Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
	5.	Electrical Services (Straight Time)	\$ _____ /hr	\$ _____ /hr
	6.	Rate per hour for each additional worker (Straight Time)	\$ _____ /hr	\$ _____ /hr
	7.	Electrical Services (Nights and Weekends)	\$ _____ /hr	\$ _____ /hr
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$ _____ /hr	\$ _____ /hr
	9.	Electrical Services (Holidays)	\$ _____ /hr	\$ _____ /hr
	10.	Rate per hour for each additional worker (Holidays)	\$ _____ /hr	\$ _____ /hr

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: _____

4.8.1. Telephone Number: _____

Call Response Time: within _____ hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: _____

4.10.

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. _____ % 1st Renewal Term

4.11.2. _____ % 2nd Renewal Term

4.11.3. _____ % 3rd Renewal Term

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

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

4.13.1. Authorized Representative (Sign By Hand):

4.13.2. Type or Print Signed Name:

4.13.3. Today's Date: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)

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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 *E-Verify Memorandum of Understanding that you completed when enrolling*.** The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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 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



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

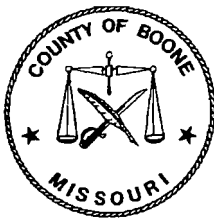


Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, 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 BID**

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

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

Bid: 25-31MAY11 – Emergency Electrical Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolr.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 - 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2010**

Last Date Objections May Be Filed: **April 9, 2010**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$32.84	FED		\$9.24
Boilermaker			\$32.31	57	7	\$21.79
Bricklayers - Stone Mason			\$27.48	59	7	\$13.60
Carpenter	4/10		\$23.59	60	15	\$11.85
Cement Mason			\$25.08	9	3	\$11.60
Electrician (Inside Wireman)			\$29.92	28	7	\$11.73 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	1/11	a	\$40.860	26	54	\$23.178
Operating Engineer						
Group I	5/10		\$26.52	86	66	\$19.19
Group II	5/10		\$26.52	86	66	\$19.19
Group III	5/10		\$25.27	86	66	\$19.19
Group III-A	5/10		\$26.52	86	66	\$19.19
Group IV	5/10		\$24.29	86	66	\$19.19
Group V	5/10		\$27.22	86	66	\$19.19
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier	11/10	c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.31	42	44	\$9.94
First Semi-Skilled			\$22.31	42	44	\$9.94
Second Semi-Skilled			\$21.31	42	44	\$9.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.03
Millwright	4/10		\$24.59	60	15	\$11.85
Iron Worker	8/10		\$27.51	11	8	\$18.30
Painter	4/10		\$21.40	18	7	\$10.57
Plasterer			\$23.89	94	5	\$11.27
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	4/10		\$24.59	60	15	\$11.85
Roofer	9/10		\$27.90	12	4	\$12.59
Sheet Metal Worker	7/10		\$28.90	40	23	\$13.35
Sprinkler Fitter	4/10		\$30.84	33	19	\$16.95
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver - Teamster						
Group I	3/10		\$23.95	101	5	\$8.85
Group II	3/10		\$24.60	101	5	\$8.85
Group III	3/10		\$24.10	101	5	\$8.85
Group IV	3/10		\$24.60	101	5	\$8.85
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 17

1/11

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43

All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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) hours' 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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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. 110: 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:** Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

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

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too 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.

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

NO. 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.

ANNUAL WAGE ORDER NO. 17

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**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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. 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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/10	\$28.87	7	16	\$11.85
Millwright	5/10	\$28.87	7	16	\$11.85
Pile Driver Worker	5/10	\$28.87	7	16	\$11.85
OPERATING ENGINEER					
Group I	5/10	\$25.60	21	5	\$19.09
Group II	5/10	\$25.25	21	5	\$19.09
Group III	5/10	\$25.05	21	5	\$19.09
Group IV	5/10	\$21.40	21	5	\$19.09
Oiler-Driver	5/10	\$21.40	21	5	\$19.09
LABORER					
General Laborer	5/10	\$25.06	2	4	\$9.92
Skilled Laborer	5/10	\$25.66	7	16	\$9.92
TRUCK DRIVER - TEAMSTER					
Group I	5/10	\$26.57	22	19	\$9.85
Group II	5/10	\$26.73	22	19	\$9.85
Group III	5/10	\$26.72	22	19	\$9.85
Group IV	5/10	\$26.84	22	19	\$9.85

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. 17

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**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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

ANNUAL WAGE ORDER NO. 17

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

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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.

ANNUAL WAGE ORDER NO. 17

3/10

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: W1

DATE (MM/DD/YYYY)

06/10/11

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

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

PRODUCER Naught-Naught / Jefferson City 1441 Christy Drive P O Box 1768 Jefferson City, MO 65102 Johnnie Fowler	573-634-2727 866-779-8102	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: MEYER-1														
INSURED Meyer Electric Co., Inc. 3513 N. Ten Mile Drive Jefferson City, MO 65102		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Cincinnati Insurance Company																
INSURER B :																
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INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPP0740506	11/01/10	11/01/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		CPA0740506	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB			CPP0740506	11/01/10	11/01/11	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	CPP0740506	11/01/10	11/01/11	WC STATUTORY LIMITS OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inst Floater			CPP0740506	11/01/10	11/01/11	Job Limit 1,000,000
	Builders Risk						Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project - Emergency Electrical Service - Boone County, MO
 County of Boone, MO is additional insured with respects to General Liability and Auto Liability being primary and non-contributory as required by written contract for this project with Umbrella following form

CERTIFICATE HOLDER <div style="text-align: center;">BOONECT</div> Boone County Commission of Columbia, Missouri 601 East Walnut, Rm 208 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

CERTIFICATE OF INSURANCE

Issue Date 6/10/11

PRODUCER

Midwest Builders' Casualty
1100 Walnut Street
Suite 3010
Kansas City, MO 64106

INSURED

Meyer Electric Co.
3513 North Ten Mile Drive
Jefferson City, MO 65102

COVERAGES

This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY #	DATE EFFECTIVE	POLICY EXPIRATION
WORKERS' COMPENSATION & EMPLOYER LIABILITY	11BWC0793	1/1/2011	12/31/2011

THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: Included Excluded

EMPLOYERS LIABILITY LIMITS

Each Accident	1,000,000
Disease - Policy Limit	1,000,000
Disease - Each Employee	1,000,000

DESCRIPTION OF OPERATION/LOCATIONS/SPECIAL ITEMS

All Work In Missouri
Emergency Electrical Service - Boone County

CANCELLATION

Should the above described policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER

County of Boone
601 East Walnut, Room 208
Columbia, MO 65201



AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

Issue Date 6/10/11

PRODUCER

Midwest Builders' Casualty
 1100 Walnut Street
 Suite 3010
 Kansas City, MO 64106

INSURED

Meyer Electric Co.
 3513 North Ten Mile Drive
 Jefferson City, MO 65102

COVERAGES

This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY #	DATE EFFECTIVE	POLICY EXPIRATION
WORKERS' COMPENSATION & EMPLOYER LIABILITY	11BWC0793	1/1/2011	12/31/2011

THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: Included Excluded

EMPLOYERS LIABILITY LIMITS

Each Accident	1,000,000
Disease - Policy Limit	1,000,000
Disease - Each Employee	1,000,000

DESCRIPTION OF OPERATION/LOCATIONS/SPECIAL ITEMS

All Work In Missouri
 Emergency Electrical Service - Boone County

CANCELLATION

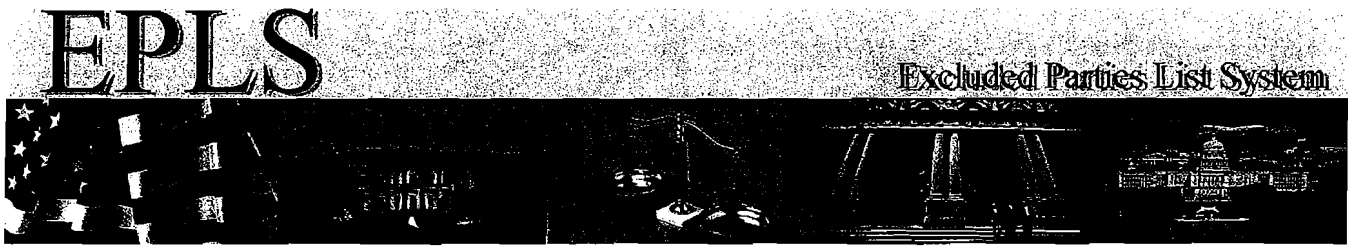
Should the above described policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER

County of Boone
 601 East Walnut, Room 208
 Columbia, MO 65201



AUTHORIZED REPRESENTATIVE



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Meyer Electric
State : MISSOURI

As of 07-Jun-2011 3:25 PM EDT
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

**PURCHASE AGREEMENT
FOR
EMERGENCY ELECTRICAL SERVICES TERM AND SUPPLY
TERTIARY SUPPLIER**

THIS AGREEMENT dated the _____ day of _____ 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Electric Construction Services LLC**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid, bid number **25-31MAY11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibit A, any applicable addenda, Work Authorization Certification, Prevailing Wage Order #17 with Excessive Unemployment, as well as the Contractor's bid response dated May 31, 2011 and executed by **Nancy L. Palmer** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibit A, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **July 1, 2011 and extend through June 30, 2012**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Emergency Electrical Services as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. **Meyer Electric Company, LLC** shall act as the tertiary supplier and shall furnish emergency Electrical Services for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond by phone within one hour (1) after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - All billing for work done at the Boone County Public Works building located at 5551 Hwy. 63 South, Columbia, MO 65201, shall be invoiced to that same address. All billing for work done at any other County facility shall be invoiced to the Boone County Facilities Maintenance Department located at 601 E. Walnut, Room 205, Columbia, MO 65201. Billings may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is

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

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

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

7. **Termination** - This agreement may be terminated by the County upon thirty 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.

COASTAL ELECTRIC CONSTRUCTION SERVICES, LLC

BOONE COUNTY, MISSOURI

by Naj Palmer
 title Manager
 address 3660 Scott Blvd.
Columbia Mo 65203

by: Boone County Commission
Edward H. Robb
 Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Blain
 County Counselor

Wendy S. Noren cc
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

James E. Pitchford
 Signature by cg

7/5/11
 Date

2040-60100 - TERM + SUPPLY
6100-60100 - Term and Supply
No Encumbrance Required
 Appropriation Account

4. Response Form

- 4.1. Company Name: Coastal Electric Construction Services, LLC
- 4.2. Address: 3660 Scott Blvd.
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573-875-2222
- 4.5. Fax Number: 573-446-8059
- 4.6. Federal Tax ID: 27-2176757

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- (X) Other (Specify) LLC

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE	
	1.	Material/Parts (Total Cost plus %) \$0-\$749	18	%
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	17	%
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	16	%
	4.	Rental Equipment (Cost plus %)	10	%
			Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
	5.	Electrical Services (Straight Time)	\$ 68 /hr	\$ 68 /hr
	6.	Rate per hour for each additional worker (Straight Time)	\$ 65 /hr	\$ 65 /hr
	7.	Electrical Services (Nights and Weekends)	\$102 /hr	\$102 /hr
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$ 97 /hr	\$ 97 /hr
	9.	Electrical Services (Holidays)	\$136 /hr	\$136 /hr
	10.	Rate per hour for each additional worker (Holidays)	\$130 /hr	\$130 /hr

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: Nancy Palmer

4.8.1. Telephone Number: (573) 808-6238

Call Response Time: within 1 hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: New Year's, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

4.10.

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. 5 % 1st Renewal Term

4.11.2. 5 % 2nd Renewal Term


4.11.3. 5 % 3rd Renewal Term

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes _____ No

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

4.13.1. Authorized Representative (Sign By Hand):



4.13.2. Type or Print Signed Name:

Nancy L. Palmer

4.13.3. Today's Date: 5/31/2011



City of Columbia, MO.
BUSINESS LICENSE

Beginning 1st day of July a penalty of 15% of the annual fee will be charged each month or partial month the license remains unpaid.

11 00024180 ← LICENSE NO.

CONTROL NO.
 20121

POST IN A CONSPICUOUS PLACE

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

CLASS OF BUSINESS		
TRADE CONTRACTOR - OUTSIDE CITY		THRU 6/30/11
BUSINESS LOCATION	DATE OF ISSUE	
9999 ADDRESS OL	8/02/10	\$ [REDACTED]

TOTAL

COASTAL ELECTRIC CONSTRUCTION

COASTAL ELECTRIC CONSTRUCTION SE
 3660 SCOTT BLVD
 COLUMBIA MO 65203

MANAGER

PHONE NUMBER

Janice W. Finley
 LICENSE OFFICIAL

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

County of Boone)
State of Missouri)ss
)

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

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

Betty L. Fuemmeler
Notary Public-Notary Seal
STATE OF MISSOURI CNTY OF BOONE
MY COMM. EXP. 8-21-13
Commission #09402351

Nancy Palmer 5/31/2011
Affiant Date

Nancy Palmer
Printed Name

Subscribed and sworn to before me this 31 day of May, 2011.

Betty L. Fuemmeler
Notary Public

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

(Please complete and return with Contract)

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

5/31/2011
Date

Nancy L. Palmer
Printed Name

MISSOURI
DRIVER LICENSE

License Number N211220001

PALMER
NANCY LAURA
4705 GARDEN BROOK COURT
COLUMBIA MO 65203

Birthdate: 02-12-1963

Sex: F

Height: 5-00
Weight: 110
Hairs: Brn
Eyes: Brn



1
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2

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.

Nancy L. Palmer, Manager

Name and Title of Authorized Representative

Nancy L. Palmer

Signature

5/31/2011

Date

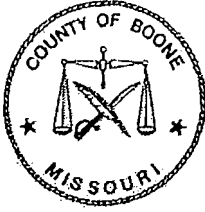


EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for: Maintenance Service Work

Company Name: HyVee (Columbia Locations)
Address: 3100 Broadway, Columbia, MO 65023

Contact Name: Tom Klucking
Telephone Number: (573) 447-0133

Date of Contract: Service Work-No Contract
Length of Contract: Renovations-Contract

Description of Prior Services (include dates):

24 Hour Electrical Service

2. Prior Services Performed for:

Company Name: UPS (Columbia Locations)
Address: 13818 Rider Trail North, Earth City, MO 63045

Contact Name: Plant Engineering
Telephone Number: (314) 344-1488

Date of Contract: February 2011
Length of Contract: Yearly Renwal

Description of Prior Services (include dates):

24 Hour Electrical Service

3. Prior Services Performed for:

Company Name: University of Missouri-Columbia
Address: Planning, Design & Construction
Columbia, MO 65211

Contact Name: Marcia Walker
Telephone Number: (573) 882-4332

Date of Contract: 12/10/2010
Length of Contract: 60 Day Project

Description of Prior Services (include dates):

Orthopaedic Institute 3rd Floor Fitout
Renovation Work



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **25-31MAY11**

Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, May 31, 2011**

Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, May 31, 2011**

Time: **1:30 P.M. Central Time (Bids received after this time will be returned unopened)**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Work Authorization Certification**
 - Certification Regarding Debarment**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
- Exhibit A **Prior Experience**
 - Standard Terms and Conditions**
 - No Bid Response Form**
 - Prevailing Wage Order #17 With Excessive Unemployment in Effect**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **July 1, 2011 through June 30, 2012 and may be automatically renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates..
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. **Delivery** – All items purchased for work under this contract will be delivered to the County as FOB Destination.
- 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
 - 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
 - 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.7.4. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
 - 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
 - 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - 1. All pertinent requirements of the local codes and utility companies.
 - 2. National Electric Code, latest edition.
 - 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
 - 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
 - 2.7.7. **Invoices:** The County's contract number should appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Itemized list of material, if any.
 - 4. Itemized cost of material, if any.
 - 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Monthly Statements should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid monthly statement. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
 - 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
 - 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
 - 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
 - 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate

- for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Work performed under this contract will be subject to Prevailing Wage rates for major repair work. Maintenance work will not be subject to prevailing wage rates. For the initial contract period, **Prevailing Wage Order Number 17** is in effect through the initial contact period. For future renewal periods, the prevailing wage in effect at the start of the June 1 renewal

period shall be used for that renewal period.

- 2.8.13.1. "Major Repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is not subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.
- 2.8.13.2. **Wage Rates**
- 2.8.13.2.a. "Major repair" work from this contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.8.13.2.b. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.8.13.2.c. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.8.13.2.d. **Prevailing Annual Wage Order Number 17** is attached for the initial contract period. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymo.org; or call (573) 886-4391.
- 2.8.13.2.e. **Records**
- 2.8.13.2.f. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.8.13.2.g. **Notices**
- 2.8.13.2.h. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.8.13.2.i. **Penalty**
- 2.8.13.2.j. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, one hundred dollars (\$100) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.8.13.2.k. **Affidavit of Compliance**
- 2.8.13.2.l. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.8.13.2.m. **Wage Determination**
- 2.8.13.2.n. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will

- deductions be made by the County against sums due the Contractor by reason of such changes.
- 2.8.13.2.o. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.8.14. **Mobilization:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.14.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of taxes.
- 2.8.15. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.16. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of

this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **BID SPECIFICATIONS LANGUAGE FOR OSHA TRAINING REQUIRED FOR PUBLIC WORKS TO BE IN PROGRESS AFTER AUGUST 28, 2009**
 - 2.11.1. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
 - 2.11.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
 - 2.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials

or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.13. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.13.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from the Manager of Facilities Maintenance at (573) 886-4401.
- 2.13.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391; Fax (573) 886-4390, E-mail: mbobbitt@boonecountymmo.org.
- 2.13.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.13.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.13.4.a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	ITEM	DESCRIPTION	UNIT PRICE	
	1.	Material/Parts (Total Cost plus %)	\$0-\$749	%
	2.	Material/Parts (Total Cost plus %)	\$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %)	\$4,500 and up	%
	4.	Rental Equipment (Cost plus %)		%
			Major Repair: Prevailing Wage	Maintenance Work – Non-Prevailing Wage
	5.	Electrical Services (Straight Time)	\$ /hr	\$ /hr
	6.	Rate per hour for each additional worker (Straight Time)	\$ /hr	\$ /hr
	7.	Electrical Services (Nights and Weekends)	\$ /hr	\$ /hr
	8.	Rate per hour for each additional worker (Nights and Weekends)	\$ /hr	\$ /hr
	9.	Electrical Services (Holidays)	\$ /hr	\$ /hr
	10.	Rate per hour for each additional worker (Holidays)	\$ /hr	\$ /hr

4.8. **Emergency Twenty-Four Hour Service Contact:**

Name: _____

4.8.1. Telephone Number: _____

Call Response Time: within _____ hours after notification by County.

4.9.

Holidays: Contractor shall list the holidays observed by their company: _____

4.10.

4.11. Maximum Percentage Increase for Renewal Periods for Maintenance Work (non-prevailing wage):

4.11.1. _____ % 1st Renewal Term

4.11.2. _____ % 2nd Renewal Term

4.11.3. _____ % 3rd Renewal Term

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

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

4.13.1. Authorized Representative (Sign By Hand):

4.13.2. Type or Print Signed Name:

4.13.3. Today's Date: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)

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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 *E-Verify Memorandum of Understanding that you completed when enrolling*.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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*.

(Please complete and return with Contract)

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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

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



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

"No Bid" Response Form

Melinda Bobbitt, 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 BID**

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

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

Bid: 25-31MAY11 – Emergency Electrical Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolr.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 - 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2010

Last Date Objections May Be Filed: April 9, 2010

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$32.84	FED		\$9.24
Boilermaker			\$32.31	57	7	\$21.79
Bricklayers - Stone Mason			\$27.48	59	7	\$13.60
Carpenter	4/10		\$23.59	60	15	\$11.85
Cement Mason			\$25.08	9	3	\$11.60
Electrician (Inside Wireman)			\$29.92	28	7	\$11.73 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	1/11	a	\$40.880	26	54	\$23.178
Operating Engineer						
Group I	5/10		\$26.52	86	66	\$19.19
Group II	5/10		\$26.52	86	66	\$19.19
Group III	5/10		\$25.27	86	66	\$19.19
Group III-A	5/10		\$26.52	86	66	\$19.19
Group IV	5/10		\$24.29	86	86	\$19.19
Group V	5/10		\$27.22	86	66	\$19.19
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier	11/10	c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.31	42	44	\$9.94
First Semi-Skilled			\$22.31	42	44	\$9.94
Second Semi-Skilled			\$21.31	42	44	\$9.94
Lather			USE CARPENTER RATE			
Lindoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.03
Millwright	4/10		\$24.59	60	15	\$11.85
Iron Worker	8/10		\$27.51	11	8	\$18.30
Painter	4/10		\$21.40	18	7	\$10.57
Plasterer			\$23.89	94	5	\$11.27
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	4/10		\$24.59	60	15	\$11.85
Roofer	9/10		\$27.90	12	4	\$12.59
Sheet Metal Worker	7/10		\$28.90	40	23	\$13.35
Sprinkler Fitter	4/10		\$30.84	33	19	\$16.95
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver - Teamster						
Group I	3/10		\$23.95	101	5	\$8.85
Group II	3/10		\$24.60	101	5	\$8.85
Group III	3/10		\$24.10	101	5	\$8.85
Group IV	3/10		\$24.60	101	5	\$8.85
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 17

1/11

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43

All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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) hours' 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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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. 110: 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:** Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

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

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too 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.

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

NO. 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.

ANNUAL WAGE ORDER NO. 17

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**BOONE COUNTY
HOLIDAY SCHEDULE - BUILDING CONSTRUCTION**

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. 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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	5/10	\$28.87	7	16	\$11.85
Millwright	5/10	\$28.87	7	16	\$11.85
Pile Driver Worker	5/10	\$28.87	7	16	\$11.85
OPERATING ENGINEER					
Group I	5/10	\$25.60	21	5	\$19.09
Group II	5/10	\$25.25	21	5	\$19.09
Group III	5/10	\$25.05	21	5	\$19.09
Group IV	5/10	\$21.40	21	5	\$19.09
Oiler-Driver	5/10	\$21.40	21	5	\$19.09
LABORER					
General Laborer	5/10	\$25.06	2	4	\$9.92
Skilled Laborer	5/10	\$25.66	7	16	\$9.92
TRUCK DRIVER - TEAMSTER					
Group I	5/10	\$26.57	22	19	\$9.85
Group II	5/10	\$26.73	22	19	\$9.85
Group III	5/10	\$26.72	22	19	\$9.85
Group IV	5/10	\$26.84	22	19	\$9.85

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

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

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

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

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

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

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KB

DATE (MM/DD/YYYY)
06/17/11

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

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

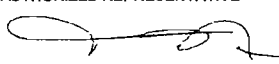
PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Carolyn Ruth Stone	573-874-3102 866-779-8102	CONTACT NAME: _____	FAX (A/C, No): _____
		PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COAST-4
INSURED Coastal Electric Construction Services, LLC 3660 S Scott Blvd Columbia, MO 65203	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		
	INSURER B: Cincinnati Casualty Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	EPP 0031461	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		EBA 0031461	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		EPP 0031461	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
<input checked="" type="checkbox"/> RETENTION \$ \$0						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC 2119786	07/21/10	07/21/11	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Emergency Electrical Service - Term and Supply
Boone County Purchasing as Additional Insured in regards to the General Liability Policy. 30 day cancellation notice is endorsed according to policy terms and conditions.

CERTIFICATE HOLDER <p style="text-align: center;">BOONECP</p> Boone County Purchasing 601 E. Walnut, Rm. 208 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : coastal electric
State : MISSOURI

As of 23-Jun-2011 4:07 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk



Company ID Number: 425790

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 Coastal Electric Construction Services LLC	
Nancy Palmer	
Name (Please Type or Print)	Title
Electronically Signed	06/23/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/23/2011
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Coastal Electric Construction Services LLC
Company Facility Address:	3660 Scott Blvd.
	Columbia, MO 65203
Company Alternate Address:	
County or Parish:	BOONE
Employer Identification Number:	272176757

Company ID Number: 425790

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Nancy L Palmer	Fax Number:	(573) 446 - 8059
Telephone Number:	(573) 875 - 2222		
E-mail Address:	nancy@coastalelectric.net		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

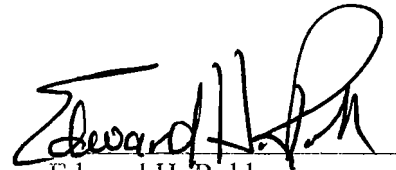
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 12-09JUN11 – Calvert Hill, Boatman Hill, & McGee Road Asphalt Overlay to APAC Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

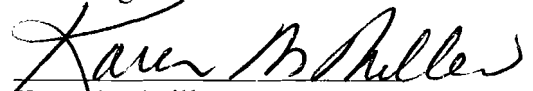
Done this 5th day of July, 2011.

ATTEST:

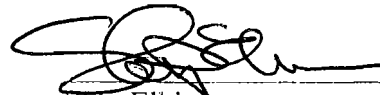
Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: June 14, 2011
RE: 12-09JUN11 – Calvert Hill, Boatman Hill, & McGee Road Asphalt Overlay

The Bid for Calvert Hill, Boatman Hill, & McGee Road Asphalt Overlay closed on Jun 09, 2011. Two bids were received. Purchasing and the Planning and Building department recommend award to APAC Missouri, for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$335,794.20. After including the deducts of \$9,336.00 for R.A.P. and \$466.80 for Warm Mix Asphalt and adding a 5% contingency amount of \$16,299.57 this project has a Purchase Order total of \$342,290.97. Invoices from this contract will be paid from department 2041 – PW – Pavement Preservation, account 71100 – Outside Services. The engineer's estimated amount was \$337,714.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Dan Haid
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: June 9, 2011

RE: Bid Award Recommendation – # 12-09JUN11 – Calvert Hill, Boatman Hill,
& McGee Road Asphalt Overlay

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2041

Account Number: 71100

Budgeted: \$ 337,714.00

Award Amount: \$325,991.40

Contingency Amount: 16,299.57 (5%)

Total (contract award + contingency): \$342,290.97

Award Bid by low bid to APAC Missouri.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:  Date: 6/10/11
Stan Shawver

12-09JUN11 - Calvert Hill Road, Boatman Hill Road, & McGee Road Asphalt Overlay

BID TABULATION

BID TABULATION			APAC		Christensen Construction	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
Mobilization	LS	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
			\$2,760.00		\$2,000.00	
Removals – (Includes driveway and project terminus milling)	LS	1		\$2,760.00		\$2,000.00
Traffic Control	LS	1	\$870.00	\$870.00	\$1,000.00	\$1,000.00
Roadway Milling	SY	306	\$9.00	\$2,754.00	\$7.00	\$2,142.00
Asphalt BP-2, Surface (1.5" Thick)	TON	4668	\$70.15	\$327,460.20	\$72.00	\$336,096.00
Temporary Centerline Markers (Reflector Tabs)	LS	1	\$450.00	\$450.00	\$1,000.00	\$1,000.00
Bid Total				\$335,794.20		\$347,238.00
Project Deductions						
ITEM			Deduct from Bid Items	Unit Price Deduct	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.			Asphalt BP-2, Surface (1.5" Thick)	\$2.00	Asphalt BP-2, Surface (1.5" Thick)	\$2.00
Warm Mix Asphalt			Asphalt BP-2, Surface (1.5" Thick)	\$0.10	Asphalt BP-2, Surface (1.5" Thick)	NA
Bid Response				Yes		Yes
Work Authorization Certification				Yes		Yes
Statement of Bidders Qualifications				Yes		Yes
Anti-Collusion Statement				Yes		Yes
Bid Bond				Yes		Yes
Signature and Identity of Bidder				Yes		Yes
Bidders Acknowledgment				Yes		Yes

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 12-09JUN11 - Calvert Hill, Boatman Hill, and McGee Road Asphalt Overlay
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the deduction of Recycle Asphalt Products in the amount of \$9,336.00, as well as the deduction of Warm Mix Asphalt in the amount of \$4,666.80, coming to a Bid Total in the amount of \$325,991.40.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond, which shall be completed and returned to the County within 15 days of the date of this Contract
- Affidavit—OSHA Requirements
- Affidavit—Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or

percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$325,991.40

Three Hundred Twenty Five Thousand Nine Hundred Ninety One Dollars and Forty Cents (\$325,991.40)

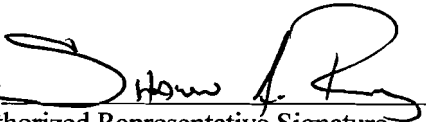
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

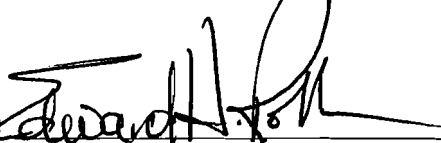
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

CONTRACTOR:
APAC MISSOURI

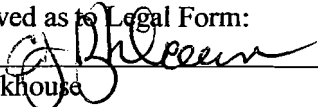
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

By: 
Edward H. Robb, Presiding Commissioner

By: Shawn A. Riley
Authorized Representative Printed Name
Title: Vice President

Approved as to Legal Form:

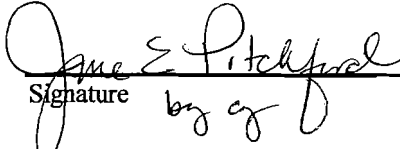
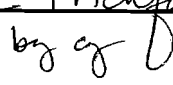

CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by 

6/29/11
Date

2041/7/202- \$325,991.40

Appropriation Account

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: APAC - Missouri, Inc.

By: Joshua W. Davis
(Signature)

Joshua W. Davis
(Print or Type Name)

Title: Estimating Manager

Address: P.O. Box 1117

City, State, Zip: Columbia, MO 65205

Phone: 573-449-0886

Fax: 573-449-2980

Date: 6/9/2011

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

BID FORM

Calvert Hill Road, Boatman Hill Road, & McGee Road Asphalt Overlay 2011 Pavement Preservation

Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 1500.00	\$ 1500.00
Removals – (Includes driveway and project terminus milling)	LS	1	\$ 2760.00	\$ 2760.00
Traffic Control	LS	1	\$ 870.00	\$ 870.00
Roadway Milling	SY	306	\$ 9.00	\$ 2754.00
Asphalt BP-2, Surface (1.5" Thick)	TON	4668	\$ 70.15	\$ 327,460.20
Temporary Centerline Markers (Reflector Tabs)	LS	1	\$ 450.00	\$ 450.00
Bid Total				\$335,794.20

Project Deductions

Enter deduct amount for the below items the bidder wished to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	Asphalt BP-2, Surface (1.5" Thick)	\$ 2.00
Warm Mix Asphalt	Asphalt BP-2, Surface (1.5" Thick)	\$ 0.10

***** Option – MoDot Asphalt Price Index*****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by: John W. Davis Date: 6/9/2011

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: APAC-Missouri, Inc.

ADDRESS: P.O. Box 1117

CITY, STATE, ZIP Columbia, MO 65205

PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE: Joshua W. Davis

TITLE: Estimating Manager

SIGNATURE: Joshua W. Davis

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Calvert Hill Road, Boatman Hill Road, + McGee Road Asphalt overlay

Project No.: 12-09-JUN11

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

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

SECTION I

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

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

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

SECTION II

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

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

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

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY, MISSOURI
601 E WALNUT, ROOM 209
COLUMBIA, MO 65201

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

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

WHEREAS, the Principal has submitted a bid for CALVERT HILL ROAD, BOATMAN HILL ROAD & McGEE ROAD
ASPHALT OVERLAY - 2011 PAVEMENT PRESERVATION

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

Signed and sealed this 9 day of JUNE, 2011.

Mully C. Sandu (Witness)

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

Mully C. Sandu (Witness)

FEDERAL INSURANCE COMPANY (Surety) (Seal)
Chad A Girard (Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

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

On this 9 day of JUNE, 2011, before me personally came CHAD A GIRARD to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Melley R. Sanders

Notary Public

MELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791890



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

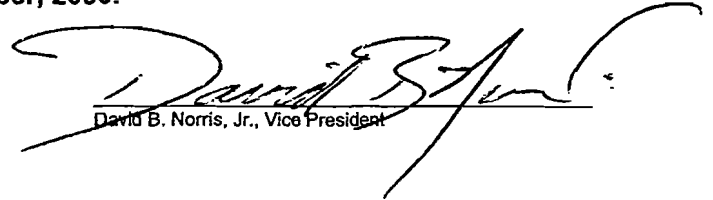
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Michael J. Eshleman, Chad L. Girard, David J. Guillaume, Conrad E. Hake, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **14th** day of **September, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

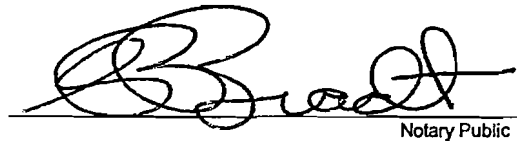
ss.

County of Somerset

On this **14th** day of **September, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this 9 day of June, 2011




Kenneth C. Wendel, Assistant Secretary

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

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

County of Bone)

State of Missouri)

)ss
)

My name is Chad Girard

I am an authorized agent of APAC - Missouri, Inc (Bidder).

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

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

Chad A Girard 6/8/11
Affiant Date

Chad A Girard
Printed Name

Subscribed and sworn to before me this 8 day of June, 2011.

Shelly R. Sanders
Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791890

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - ~~If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)~~ If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. ~~The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).~~

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

~~1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.~~

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 190916

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 190916

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

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

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

V.P.

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: APAC-Missouri, Inc.

Company Facility Address: 1591 E. Prathersville Road

Columbia, MO 65202

Company Alternate

Address: PO Box 1117

Columbia, MO 65205

County or Parish: BOONE

Employer Identification

Number: 611320131

**North American Industry
Classification Systems**

Code: 237

Parent Company: APAC - Missouri, Inc.

Number of Employees: 500 to 999

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

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

Name: **Shawn A Riley**
Telephone Number: **(573) 449 - 0886**
E-mail Address: **shawn.riley@apac.com**

Fax Number: **(573) 817 - 2110**

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: APAC - Missouri, Inc
2. Business Address: PO Box 1117
Columbia, MO 65205
3. When Organized: 1998
4. When Incorporated: 1998
5. If not incorporated, state type of business and provide your federal tax identification number:
61-1320131
6. Number of years engaged in contracting business under present firm name:
13 Years
7. If you have done business under a different name, please give name and location:
See Attached Sheets
8. Percent of work done by own staff: 80% to 85%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: See Attached Sheets
12. List of projects currently in progress: S Clarkline - City of Columbia
St. Charles Rd Columbia School District, Creasy Springs Rd Boone Co.

* Attach additional sheets as necessary *

Friday, July 16, 2010

To Whom It May Concern:

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

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

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006 Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded our markets.

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

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

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

List of current and recently completed projects:

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

Higginsville Airport – Asphalt and Milling \$475,000

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

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

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

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

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

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

City of Brookfield – Asphalt and Milling \$222,000

City of Chillicothe – Asphalt and Milling \$272,000

City of Columbia – Asphalt and Milling \$1,058,700

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

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

City of Mexico Lakeview Park and Bike Trail \$233,200

City of Moberly – Asphalt Work \$315,700

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

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

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

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

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

Rte. 65 Saline – Asphalt Paving and Bridge Work \$5,998,800

Rte. 65 Carroll – Asphalt Paving \$7,511,300

Rte. 740 Boone – Asphalt Paving \$1,916,900

Rte. 7, 65, 83 Benton – Bridge Rehabilitation \$6,850,800

Rte. 36 Linn, Livingston – Asphalt Paving and Bridge Rehabilitation \$22,085,200

Parkade Center in Columbia – Asphalt Patching and Sealcoating - \$71,600

Rte. 52 Benton, Morgan – Asphalt Paving \$6,284,600

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
APAC-MISSOURI, INC.

USING IN MISSOURI THE NAME
APAC-MISSOURI, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JANUARY, 1999.


Secretary of State



\$155.00

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Joshua W. Davis, being first duly sworn, deposes and

says that he is Estimating Manager
(Title of Person Signing)

of APAC - Missouri, Inc
(Name of Bidder)

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

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

By Joshua W. Davis


By _____

By _____

Sworn to before me this 8th day of June, 20 11

Shelly R. Sanders
Notary Public

My Commission Expires 5-18-13

 SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791890

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated 6-9, 20 11
Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

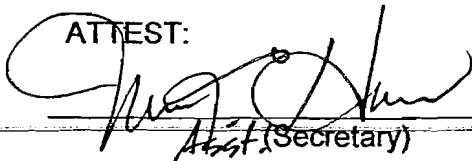
Address of principal place of business in Missouri:

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

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

PO Box 1117 Columbia MO
65205

ATTEST:


Assistant (Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 9th day of June, 20 11

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

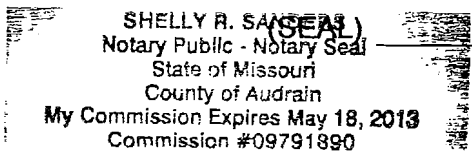
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

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

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



Shelly R. Sanders Notary Public

My Commission expires 5-18, 20 13

Certificate of Insurance

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

This is to Certify that

APAC Missouri, Inc.

P.O. Box 1117
Columbia, MO 65205

NAME AND
ADDRESS
OF INSURED



**Liberty
Mutual.**

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

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2011		WA7-C8D-004095-020 WC7-C81-004095-010	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	EMPLOYERS LIABILITY
					Bodily Injury by Accident \$1,000,000 Each Accident
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2011		TB2-C81-004095-110	General Aggregate	\$2,000,000
				Products / Completed Operations Aggregate	\$2,000,000
				Each Occurrence	\$2,000,000
				Personal & Advertising Injury	\$2,000,000 Per Person / Organization
				Other FIRE DAMAGE \$100,000	Other PER PROJECT AGGREGATE
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2011		AS2-C81-004095-120	Each Accident—Single Limit B.I. And P.D. Combined \$2,000,000	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER				Auto: Comp Ded \$10,000/Coil Ded \$10,000	
EVIDENCE OF COVERAGE					

ADDITIONAL COMMENTS

602101 - Calvert Hill, Boatman Hill and McGee Road Asphalt OL
Boone County is named as additional insured.

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

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

**Liberty Mutual
Insurance Group**

Boone County

601 E Walnut
Rm 209
Columbia, MO 65201

J. Balazentis

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 6/27/11
OFFICE PHONE DATE ISSUED

PERFORMANCE BOND

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

As _____ Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter
called Owner, in the amount of
THREE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED NINETY ONE AND 40/100 Dollars, (\$325,991.40)

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

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

**BID NUMBER 12-09JUN11 – Calvert Hill, Boatman Hill, and McGee Road asphalt
Overlay
BOONE COUNTY, MISSOURI**

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT, on this 22ND day of JUNE, 2011.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 

TINA DAVIS, MO LICENSE #PR353789

(Attorney-In-Fact)

BY: 

TINA DAVIS, MO LICENSE #PR353789

(Missouri Representative)

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

Surety Contact Name: FEDERAL INSURANCE COMPANY

Phone Number: 801-533-3624

Address: 15 MOUNTAIN VIEW RD.

WARREN, NJ 07061

LABOR AND MATERIAL PAYMENT BOND

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

as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of
INDIANA, and authorized to transact business in the State of
Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of
Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of
THREE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED NINETY
ONE AND 40/100 DOLLARS

(\$ 325,991.40), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 12-09JUN11 – Calvert Hill, Boatman Hill, and McGee Road asphalt Overlay
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such

claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

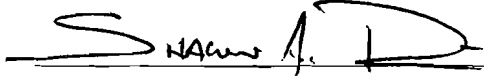
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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


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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT on this 22ND day of JUNE 2011.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 
(Attorney-In-Fact) TINA DAVIS, MO LICENSE #PR353789

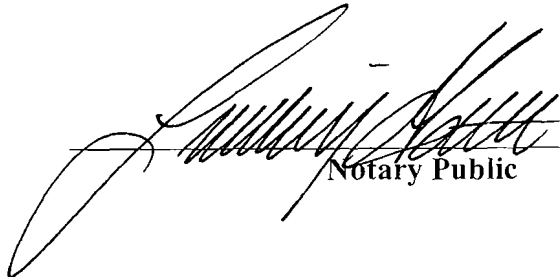
BY: 
(Missouri Representative) TINA DAVIS, MO LICENSE #PR353789

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


SURETY ACKNOWLEDGMENT

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

On this 22ND day of JUNE, 2011, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public

 **LINDSEY GATES**
Notary Public - State of Utah
Commission Number: 576343
My Commission Expires Oct. 15, 2012



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Jeanna Romero of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma -----

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of January, 2011.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 13th day of January, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this JUNE 22, 2011



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

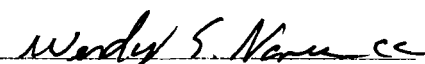
the following, among other proceedings, were had, viz:

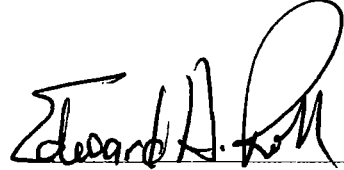
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for Voter List Management Grant revenue and software purchase:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1132	03451	Elections	State Grant Reimbursement		43,269.00
1132	91302	Elections	Software		4,300.00

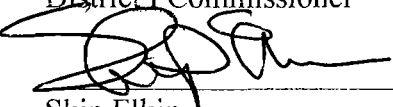
Done this 5th day of July, 2011.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

To: County Clerk's Office

Comm Order # 248-2011

Return to Auditor's Office

Please do not remove staple.

BOONE COUNTY, MISSOURI
RECEIVED

JUN 10 2011


FOR AUDITORS USE

6/10/2011
EFFECTIVE DATE

BOONE COUNTY AUDITOR

										(Use whole \$ amounts)		
Department				Account					Department Name	Account Name	Decrease	Increase
1	1	3	2	0	3	4	5	1	Elections	State Grant Reimbursement		43269
1	1	3	2	9	1	3	0	2	Elections	Software		4300

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact the remainder of this year and subsequent years. (Use attachment if necessary): **Budgeting state voter list management grant funds to pay for reprecincting software. Balance of money will be used to refund county for postage and staff time already budgeted. Software maintenance will be approximately 500.00 per year**


Requesting Official


TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES
County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



Secretary of State's Office
Elections Division
PO Box 1767
Jefferson City, MO 65102
www.sos.mo.gov

Voter List Management Grant Agreement

LEA Name: Boone County
LEA Address: 801 E. Walnut, Room 236
Columbia, MO 65201
LEA Contact: Wendy Noren
Grant Period: Begins on Secretary of State Official's signature date listed below
End Date is December 31, 2011
Grant Award Amount: \$43,269
Final Payment Reimbursement Request Due: February 14, 2012

Purpose

The purpose of this grant is to provide assistance to local election authorities in making improvements to the election process. The grant options being offered include funding for:

- Performing routine list maintenance activities to update voter record status and address;
- Printing and postage associated with conducting a regular canvass of registered voters;
- Hiring temporary staff during peak seasons for voter registration data entry; and
- Hiring temporary staff to revise, review, or otherwise update the MCVR address library.

The Local Election Authority (LEA) is to choose one or more specific grant options from the approved list of options contained in Appendix B which is attached and incorporated as a part of this agreement by reference. The LEA can spend between the options up to the total grant amount awarded. Refer to Appendix B for specific option details and allowable expenditures.

General Instructions

- The grant is subject to appropriation and cash availability.
- Please make two copies of this form when completed and sign each copy.
- Mail both copies to the Secretary of State's Office.
- One signed original will be mailed back to the LEA.
- A copy of the signed grant agreement may also be sent to the LEA via e-mail.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Do not begin incurring related costs before the start of the grant period.

CFDA Number

- There is no CFDA number associated with this grant.
- This does not have to be reported on your Schedule of Expenditures of Federal Awards (SEFA).

Voter List Management Grant Agreement

Payment

Payment shall be made on a reimbursement basis as follows:

- LEA completing the attached **Payment Request Form** and submitting the required payment documentation;
- Reimbursement will be for allowable expenses incurred after the date the grant is signed by an authorized official of the Secretary of State;
- Multiple reimbursement requests may be submitted, up to the maximum grant amount, on grants not providing for lump sum payment;
- Reimbursement requests must be submitted within 45 calendar days after the end of the grant period;
- **Fax the Payment Request Form to (573) 526-3242, or**

Mail the Payment Request Form to:

Secretary of State, Elections Division
600 West Main Street, PO Box 1767
Jefferson City, MO 65102

LEA Grant Agreement Certification

We are aware of, and agree to comply with, all local, state and federal regulations, provisions and assurances required under this grant program as well as the accompanying terms and conditions and the allowable cost and reimbursement requirements for my grant including those contained in Appendix A and B hereby incorporated by reference and made a part of this agreement. We will carry out the grant agreement according to its purpose. This agreement has been authorized by the appropriate Local Election Authority. By signing this agreement the Secretary of State agrees to abide by the conditions and payment terms included within this grant and the Local Election Authority acknowledges compliance with and agrees to the grant agreement including the terms and conditions and all eligibility and reimbursement requirements incorporated therein.

Richard Lamb

Type name of Secretary of State Official

[Signature]

Signature, above official (in blue ink)

3/11/11

Date

Wendy S. Noren

Type name(s) of Local Election Authority

[Signature]

Signature, above official (in blue ink)

2-11-2011

Date

APPENDIX A
Voter List Management Grant Agreement
Terms and Conditions

The return of the signed Grant Agreement by the LEA shall constitute acceptance of this Agreement. This Agreement is entered into between the Missouri Office of the Secretary of State's Elections Division, (hereinafter, the "SOS") and the Grantee. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) PURPOSE: The purpose of this Agreement is to award to the Grantee state funds, to be administered by the SOS, for the purpose and projects specified in the grant agreement.
- (2) GRANT PERIOD: The grant period is specified in the Grant Agreement and the Grant is subject to appropriation and cash availability.
- (3) PAYMENT: Payment shall be made as specified in the Grant Agreement.
- (4) SCOPE OF GRANT: The Grantee shall use the grant funds awarded under the terms as described in the Grant Agreement. No monies obtained through this grant shall be made a part of the general operating budget of the Grantee, or used to supplant other federal, state or local funds expended for elections.
- (5) REPORTS: Periodically the SOS may request financial reports. The Grantee shall submit reports requested by the SOS by the stated deadlines, unless a deadline extension is granted to the grantee by the SOS in advance of the specific deadline.
- (6) RECORDS: The Grantee shall retain, for not less than five years from the termination date of the grant period, records documenting the expenditure of all funds provided by the SOS pursuant to this Agreement. The Grantee shall, upon request, provide to the SOS any records so retained.
- (7) AUDIT AND ACCOUNTING: The Grantee shall use adequate fiscal control and accounting procedures to properly disburse all funds provided by the SOS pursuant to this Agreement in accordance with Generally Accepted Accounting Principles and applicable state and local laws.
- (8) AMENDMENTS: Any change to the Agreement, whether by modification or supplementation, shall be accompanied by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the SOS.
- (9) LAW TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.



RECEIVED

MAR 07 2011

BOONE COUNTY CLERK

JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

ROBIN CARNAHAN
SECRETARY OF STATE
STATE OF MISSOURI

ELECTIONS DIVISION

(573) 751-2301

March 3, 2011

To: Local Election Authorities

Attached is an amendment to Appendix B of the Voter List Management Grant distributed to you in September 2011. There is an **additional** Appendix B grant **option** relating to Geographic Information Systems (GIS) now available for your consideration, but the total Grant Award Amount for the Voter List Management Grant has not been increased and remains the same.

Please add this page to the Voter List Management Grant Appendix B, Voter List Management Grant Options section.

If you have any questions in regards to the attached, please contact Angela Hake, with our office, at (573) 751-2301.

Sincerely,

A handwritten signature in cursive script that reads "Waylene Hiles".

Waylene Hiles
Deputy Secretary of State for Elections

APPENDIX B
State Election Improvement Grant Agreement
Voter List Management Grant Options

General Guidelines

- Follow the procurement procedures outlined in your policies.
- All grant payments are paid to you on a reimbursement basis.
- Reimbursements are subject to appropriation authority.
- Total reimbursement(s) during the grant period cannot exceed the grant award amount.
- All requests for reimbursement must be reasonable, necessary, and meet the needs of the LEA and, when applicable, be MCVR compatible.
- Costs must be incurred on or after the start of the grant period and end on or prior to the end of the grant period. Reimbursement request costs incurred outside of the grant, prior to an LEA obtaining SOS written approval or after the end of the grant period, will be denied by the SOS.
- Ensure each reimbursement request is limited to the amount applicable to election related activities. For example: A reimbursement for the purchase of equipment and peripherals is limited to the percentage of time the items are used for election related activities.
- SOS reserves the right to request additional justification and/or deny a reimbursement request.

Required Reimbursement Supporting Documentation, as Applicable

- State Election Improvement Grant Payment Request Form. This form is required for all payment requests.
- Vendor Invoice(s).
- Timesheet(s) for temporary labor hired through a vendor must be attached to applicable vendor invoice.
- Proof of payment by LEA (i.e. copy of check, bank statement, etc.).
- Proof of publication of advertising must also include a copy of the tear sheet or certification and copy of fliers, posters.
- Employee Salary Certification Statements for LEA employees or temporary labor added to LEA Payroll.
- Copy of employee expense reimbursement request (needs to show total mileage and amount of reimbursement plus proof of payment).
- Other vendor documentation (i.e. postage receipt, BRP 662 usage statement).
- Copies of training and attendance sign-in sheets.



RECEIVED

MAR 07 2011

BOONE COUNTY CLERK

JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

ROBIN CARNAHAN
SECRETARY OF STATE
STATE OF MISSOURI

ELECTIONS DIVISION
(573) 751-2301

March 1, 2011

To: Local Election Authority

Re: Signed Grant Agreements

Enclosed are your county's signed grant agreement(s). You may now begin projects outlined in the grant agreement(s).

Once allowable expenses per the grant agreement(s) have been incurred you may begin requesting reimbursement using the payment request form that corresponds with the grant. Be sure to include the necessary supporting documentation with the payment request forms as outlined in the grant.

Thank you for utilizing the grant(s). We appreciate your hard work and cooperation in implementing fair elections in Missouri.

If you have any questions, please contact myself or Angie Hake at (573) 751-2301.

Sincerely,

A handwritten signature in cursive script that reads "Waylene Hiles".

Waylene Hiles

Deputy Secretary of State for Elections

State Election Improvement Grant Agreement

Voter List Management Grant Options

Grant Option Names	Grant Description	Allowable Costs
Canvass	<ul style="list-style-type: none"> • Printing and postage costs associated with conducting a canvass. 	<ul style="list-style-type: none"> • Printing costs for canvass mailings, including Residence Confirmation Notices. • Actual postage used for canvass. • Supplies used specifically for canvass process (i.e., card stock, envelopes, and letterhead).
NVRA List Maintenance	<ul style="list-style-type: none"> • Associated with routine NVRA list maintenance activities. 	<ul style="list-style-type: none"> • Temporary labor (actual costs not to exceed \$12.00 per hour). • LEA employee extra hours worked above employee's normal scheduled hours, at straight time hourly rate, no fringe benefits.
MCVR Address Libraries	<ul style="list-style-type: none"> • Funding for LEAs to revise, review, or otherwise update their address libraries: <ul style="list-style-type: none"> ○ To combine address ranges where appropriate; ○ To correct misspellings of street names; ○ To create consistent naming format; and ○ To delete empty ranges and nonresidential ranges. 	<ul style="list-style-type: none"> • Temporary employees (actual costs not to exceed \$12.00 per hour). • LEA employee extra hours worked above normal scheduled hours, at straight time hourly rate, no fringe benefits. • Actual mileage reimbursed to employee for address verification.
Voter Registration Data Entry	<ul style="list-style-type: none"> • Hiring temporary worker during peak seasons for voter registration data entry. • LEA employee extra hours incurred for voter registration data entry. 	<ul style="list-style-type: none"> • Temporary labor (actual costs not to exceed \$12.00 per hour). • LEA employee extra hours worked above normal scheduled hours, at straight time hourly rate, no fringe benefits.
MCVR Peripheral Equipment (Wand-Style Scanners and Replacement Router)	<ul style="list-style-type: none"> • Purchase of wand-style scanners for scanning of voter history and for replacement routers. 	<ul style="list-style-type: none"> • Wand-type barcode scanner. Refer to the grant agreement for the maximum number of scanners allowable per LEA. • One RV042 Router.
MCVR Report Training	<ul style="list-style-type: none"> • Funding for LEAs and staff to attend MCVR trainings. 	<ul style="list-style-type: none"> • Lodging, meals, mileage to attend training put on by the SOS. Not to exceed state lodging, meal and mileage reimbursement rates.
Geographic Information System (GIS)	<ul style="list-style-type: none"> • Funding to assist LEAs who wish to use GIS services or software to verify addresses and locations in their jurisdictions. • Shall be used for mapping State and Federal political subdivisions. 	<ul style="list-style-type: none"> • Fees associated with a contract, memorandum of understanding, or other agreement with a GIS agency or department for services including querying existing GIS data or requesting particular data refinements, additions, or analysis, such as custom spatial joins. • Fees associated with the purchase of GIS software and maintenance of such software or fees for collecting additional GPS or GIS data to verify addresses and locations.



Secretary of State's Office
 Elections Division
 PO Box 1767
 Jefferson City, MO 65102

Employee Salary Certification Statement

(Please print legibly or type)

To be completed by Employee:

I, _____, certify that I worked _____ hours
(employee name) (total number of hours)

above my normally scheduled hours for the pay period _____
(ex. 5/1/11 – 5/15/11)

This time was spent working on the _____ grant.
(Grant name from Appendix B)

 Employee Signature and Date

To be completed by Authorized LEA Employee:

Reimbursement Calculations

Straight Time Hourly Rate	\$ _____
Multiplied by Extra Hours Worked	_____
Total to be Reimbursed to LEA	\$ _____

 Authorized LEA Approval Signature and Date

APPE X B
State Election Improvement Grant Agreement
Voter List Management Grant Options

Grant Option Names	Grant Description	Allowable Costs
Canvass	<ul style="list-style-type: none"> • Printing and postage costs associated with conducting a canvass. 	<ul style="list-style-type: none"> • Printing costs for canvass mailings, including Residence Confirmation Notices. • Actual postage used for canvass. • Supplies used specifically for canvass process (i.e., card stock, envelopes, and letterhead).
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6/10/201

FY 2011
Budget Amendments/Revisions
Election & Registration (1132)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	5/31/2011	1132	3411	Elections and Registration	Federal Grant Reimbursement	25,000		budget Pre-election Logic & Accuracy Testing grant and payments to University for statistical review	
		1132	71100	Elections and Registration	Outside Services	3,500			
2	6/10/2011	1132	3451	Elections & Registration	State Grant Reimbursement	43,269		Establish budget for Voter List Management Grant revenue and software purchase.	Remaining revenue will be used to reimburse postage and staff time already budgeted
		1132	91302	Elections & Registration	Software	4,300			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order establishing revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri:

WHEREAS, Boone County (hereinafter “the County” or “County”) collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as “the Stakeholder Entities” or “Stakeholder Entities”) that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County’s prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution policies and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Actual Road & Bridge Property Taxes Collected & Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Collected If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Collected If There Was No Rollback *less the* Actual Road & Bridge Property Taxes Collected & Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Actual Road & Bridge Property Taxes Collected & Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Actual Road & Bridge Property Taxes Collected: The County will, in compliance with state law, distribute the Actual Road & Bridge Property Taxes Collected to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed with the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
 6. Timing of Distributions:
 - a. Distributions of the Actual Road & Bridge Property Taxes Collected and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
 7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
 8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
 9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This

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STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Actual Road & Bridge Property Taxes Collected & Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____
the following, among other proceedings, were had, viz:

Done this 5th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

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 Courtyard Square by Youth Community Coalition on October 1st, 2011 from 9:00 am until 1:00 pm for Youth Service Day.

Done this 5th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Ed Robb, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

RECEIVED JUN 27 2011

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Youth Service Day

Date(s) of Use: October 1st, 2011

Time of Use: From: 9am a.m./p.m. thru 1pm a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311
Centralia Office - Rm332

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 grounds or designated rooms.
2. 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.
3. 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.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Youth Community Coalition

Organization Representative/Title: Ryan Worley

Address/Phone Number: 201 Switzler Street (573)443-2556

Date of Application: June 23, 2011

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Nance
County Clerk

BOONE COUNTY, MISSOURI

Edward J. Robb
County Commissioner

DATE: 7/5/11

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

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 Courtyard Square by First Night Columbia from 9:00 am December 31st, 2011 to 1:00 am January 1st, 2012 for First Night Columbia.

Done this 5th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: First Night Columbia, New Year's Eve Celebration

Date(s) of Use: December 31st, 2011

Time of Use: From: 9:00 a.m. a.m./p.m. thru 1:00 a.m 1/1 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311
Centralia Office - Rm332

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 grounds or designated rooms.
2. 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.
3. 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.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: First Night Columbia, Jane Accurso

Organization Representative/Title: Jane Accurso, Ex. Director

Address/Phone Number: 601 Spring Valley Road, 65203, 573 673-8477

Date of Application: June 17th, 2011

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

Wendy S. Noverne
County Clerk

BOONE COUNTY, MISSOURI
Edward H. [Signature]
County Commissioner

DATE: 7/5/11

ATTENTION:

Fireworks will not be set-up on the roof of the Govt. Building this year. We will be utilizing one of the parking lots north of the Govt. Building. The requested use of the Govt. Building on December 31st, 2011 for access to the freestrooms from 6:30-12:30. Please leave open until after the finale is over (around 12:30). We will not block the tax deposit on the east side of the building. We will need to coordinate security alarm, if needed. Courthouse Square will be used for the children's finale at 9:30 and the midnight finale. Sound system and stage will be set upon December 31st.

Facility requested:

Courthouse Square

Courthouse Grounds

Govt. Building entryway to restrooms

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 5th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby set the E911 tax levy at 2% of the tariff rate, the level at which it is currently maintained.

Done this 5th day of July, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

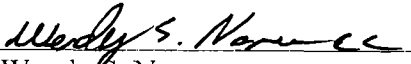
In the County Commission of said county, on the 5th day of July 20 11

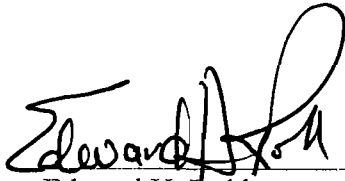
the following, among other proceedings, were had, viz:

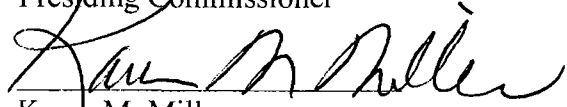
Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the II Quarter beginning on 4/04/2011 through 6/30/2011.

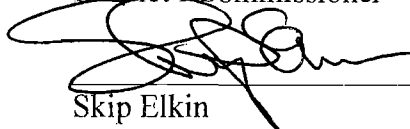
Done this 5th day of July, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

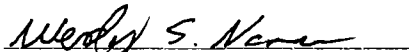
In the County Commission of said county, on the 5th day of July 20 11

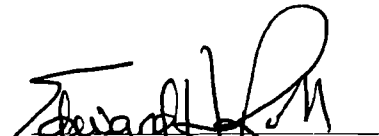
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 12, 2011, at 3:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

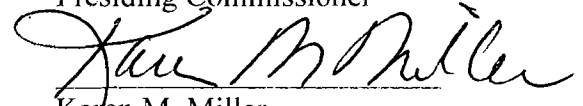
Done this 5th day of July, 2011.

ATTEST:

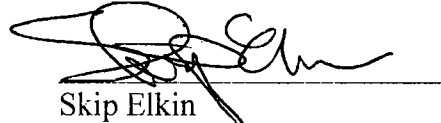

 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Skip Elkin

District II Commissioner