

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of July 20 14

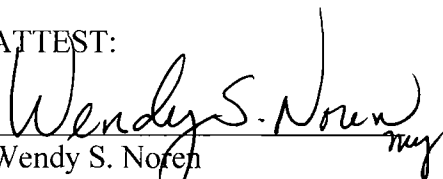
the following, among other proceedings, were had, viz:

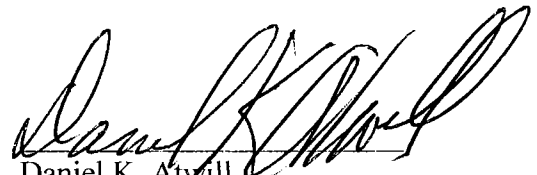
Now on this day the County Commission of the County of Boone does hereby award bid 26-28MAY14 – Erosion Control Services Term & Supply to Custom Fence for work whenever use of prevailing wage is required.

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

Done this 15th day of July, 2014.

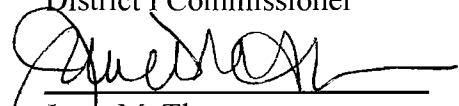
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB
DATE: July 7, 2014
RE: 26-28MAY14 Erosion Control Services- Term & Supply

Request for Bid for Erosion Control Services closed 2:00 pm Monday, June 9, 2014 with two bid responses received: Michael Small (d/b/a Custom Fence) and JC Landscaping. The RFB contained two pricing sections. Custom Fence's bid did not include Pricing I (prices for maintenance work), but was the overall low bid on Pricing II for work requiring use of prevailing wage. Recommendation is to award Custom Fence a contract using Pricing II for work whenever use of prevailing wage is required. Award approval will be sought for Pricing I (maintenance work as needed) when JC Landscaping returns a signed contract.

Purchasing, Public Works, and Resource Management request permission to award a Term and Supply contract to Custom Fence for Pricing I for an initial 12-month term ending June 30, 2015 with option for three 12-month renewal periods, each renewal to be exercised separately at discretion of the County. This contract will be used countywide on an 'as needed' basis. No requisitions are included at this time.

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

Attachment: Bid Tabulation

cc: Chet Dunn, Public Works
Greg Edington, Public Works
Derin Campbell, Resource Management
Bid File

**PURCHASE AGREEMENT
FOR
Erosion Control Services Term and Supply**

THIS AGREEMENT dated the 15th day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Michael K. Small, d/b/a Custom Fence**, 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 EROSION CONTROL SERVICES TERM AND SUPPLY; County of Boone Request for Bid **26-28MAY14**, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addenda 1 and 2, and the Contractor's bid response dated May 27, 2014; and executed by Michael K Small, owner of Custom Fence, as 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, County's RFB Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **date of award written above** and extend through **June 30, 2015** 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, 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 all items/services per the bid specifications and Contractor's bid response for **PRICING II**, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works and 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 invoices 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.

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

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

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

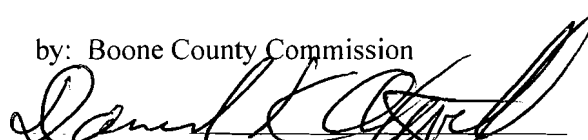
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

MICHAEL K SMALL
d/b/a CUSTOM FENCE

by Michael Small
 title PRES
 address RR1 Box 165-S
Memphis MO. 63555

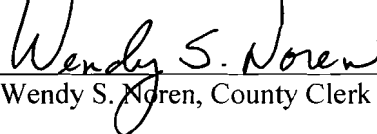
BOONE COUNTY, MISSOURI

by: Boone County Commission

 DANIEL K. ATCH, L.L.I., Presiding Commissioner

APPROVED AS TO FORM:

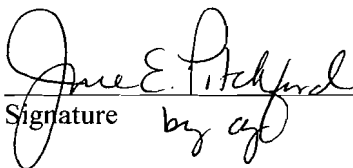

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


 Signature by af

7/8/14
 Date

term + supply - no Regs
No Encumbrance Required
 Appropriation Account

RFB 26-28MAY14- EROSION CONTROL SERVICES
MICHAEL SMALL (CUSTOM FENCE) BID RESPONSE




BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #2 - Issued May 28, 2014

This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Bidder's *Response Form*.

BID CLOSING DATE EXTENSION: The Closing Date has been extended for the above bid opportunity to Monday, June 9, 2014 at 2:00 pm, CT. No other modifications have been made to the specifications or bid requirements. Bids which have been received by Boone County for this service will be kept on file, unopened, until 2:00 pm, June 9, 2014 at which time, all bids will be opened and read publicly.

All bid contents of the RFB remain unchanged and in full force and effect, together with the extended Bid Closing Date stated in this Addendum #2.

By: 
Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 26-28MAY14 – Erosion Control Services, receipt of which is hereby acknowledged:

Company Name: Custom Fence

Address: RR 1 Box 165-S Memphis Mo.

Phone Number: 660 341 2148 Fax Number: _____

Authorized Representative Signature: Michael Small Date: 5-28-14

Authorized Representative Printed Name: Michael Small



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #1 - Issued May 20, 2014

This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Bidder's *Response Form*.

CLARIFICATION: The purpose of this Request for Bid is to seek bid offers from qualified vendors to provide Boone County with applications of the following products. Successful bidder will provide the products necessary for the applications. Products listed in the RFB are: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing. Specifications for the products listed are contained in the RFB.

This contract will provide for product applications in the performance of maintenance work, and also for applications in the performance of work associated with projects with prevailing wage requirements. Refer to Instructions to Bidders, Contract Conditions, and Response Form, Pages 18 through 20.

All bid contents of the RFB remain unchanged and in full force and effect, together with the clarification stated in this Addendum #1.

By:


Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 26-28MAY14 – Erosion Control Services, receipt of which is hereby acknowledged:

Company Name: CUSTOM FENCE

Address: RR1 Box 165-5 Memphis Mo.

Phone Number: 660 341 2148 Fax Number: _____

Authorized Representative Signature: Michael Small Date: 5-30-14

Authorized Representative Printed Name: Michael Small

Boone County Purchasing
Elizabeth Sanders, CPPB
613 E. Ash St, Room 111
Columbia, MO 65201
lsanders@boonecountymmo.org
573-886-4393 Fax: 573-886-4390



REQUEST FOR BID (RFB)

Bid Data – Direct any bid format/submission questions to Purchasing

Bid Number: **26-28MAY14**
Commodity Title: **Erosion Control Services Term & Supply**

Bid Submission Address and Deadline

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department**
Boone County Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201
Directions: The Annex Building is located on the corner of 6th Street and Ash Street.

Bid Opening

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M.**
Location / Address: **Boone County Annex Building Conference Room**
613 E. Ash Street
Columbia, MO 65201

Pre-Bid Conference- Optional, attendance is encouraged, to discuss the bid specifications/address any questions concerning the bid process.

Day/Date: **Tuesday, May 13, 2014 at 9:00 am**
Location/Address: **Boone County Annex Building Conference Room**
613 E. Ash Street
Columbia, Mo 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - Standard Terms and Conditions**
 - Instructions to Bidders**
 - Statement of Bidders' Qualifications**
 - Insurance Requirements**
 - Contract Conditions**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - No Bid Response Form**
- Section 270-287 **Product and Application-Explanation/Definition Information**
 - Attachment A – Straw Bale Ditch Check & Silt Fence Details**
 - E-Verify- House Bill 1549**
 - Work Authorization Certification & Affidavits**
 - Debarment Certification**
 - Affidavits (OSHA, Prevailing Wage Law)**
 - Samples of Bonds**
 - Prevailing Wage Order No. 20**

4.9 **PRICING II** (to include prevailing wage labor rates, per Prevailing Wage Order #20 attached to this bid), in the event services requested require compliance with state prevailing wage laws.

	Description –materials in place	Unit	Estimated Units	Unit Price	Total
4.9.1	Silt Fence	LF		\$ 2.50	\$
4.9.2	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$ 1250	\$
4.9.3	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$	\$
4.9.4	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/an Overspray)	AC		\$ 1400	\$
4.9.5	Biodegradable Blanket-North American Green S75BN	SY		\$ 2.00	\$
4.9.6	Biodegradable Blanket-North American Green S150 BN	SY		\$ 2.25	\$
4.9.7	Biodegradable Blanket-North American Green SC50 BN	SY		\$ 2.00	\$
4.9.8	Biodegradable Blanket-North American Green C125 BN	SY		\$ 2.35	\$
4.9.9	Long Term Degradable Blanket-North American Green SC150	SY		\$ 3.00	\$
4.9.10	Long Term Degradable Blanket-North American Green C125	SY		\$ 3.00	\$
4.9.11	Turf Reinforcement Mat- North American Green P300 TRM	SY		\$ 3.50	\$
4.9.12	Turf Reinforcement Mat-North American Green C350 TRM	SY		\$ 3.50	\$
4.9.13	Composite Reinforcement Mat-North American Green SC250	SY		\$ 3.00	\$
4.9.14	Composite Reinforcement Mat-North American Green C350	SY		\$ 3.25	\$
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ 150	\$
4.9.16	Triangular silt dike ditch checks (7 ft long)	EA		\$ 65.00	\$
4.9.17	Straw Wattles	EA		\$ 65.00	\$
4.9.18	GRAND TOTAL				\$

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. 2 % 1st Renewal Year

4.10.2. 2 % 2nd Renewal Year

4.10.3. 2 % 3rd Renewal Year

Please quote the number of days notice that must be provided prior to expected installation: 5 days. In the event the primary contractor cannot meet the expected obligation, a secondary contractor will be

4.11. issued the project.

It is anticipated that the county will have several projects going on simultaneously during the construction season. List number of 'crews', and number of people per crew, you have to cover multiple projects.

4.12. 1 3 Labors

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

4.13. Yes No

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

Authorized Representative (Sign By Hand):

Michael Small Date: 5-30-14

Print Name and Title of Authorized Representative

Michael Small PRES.

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: Michael Small
2. Business Address: Custom Fence
3. When Organized: 1992
4. When Incorporated: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) sole
5. List federal tax identification number: 43 1720365
6. Number of years engaged in business under present firm name: 23
7. If you have done business under a different name, please give name and business location under that name: N/A
8. Percent of work done by own staff: 100%
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 If so, give details: _____
11. List of contracts completed within the last four years, including value of each: See Exhibit A next page
12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

STATEMENT OF BIDDER'S
QUALIFICATIONS

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone County (Boone const.)
Address:

Contact Name: Cleary Springs
Telephone Number:

Date of Contract: 5/10/11
Length of Contract: 2 wks

Description of Prior Services (include dates):
Erosion control

2. Prior Services Performed for:

Company Name: City of Columbia
Address:

Contact Name: Brenda Braxton
Telephone Number:

Date of Contract: 5/1/11
Length of Contract: 2 Days

Description of Prior Services (include dates):
fence

3. Prior Services Performed for:

Company Name: City of Columbia
Address:

Contact Name: Aaron Ray
Telephone Number:

Date of Contract: 5-3-14
Length of Contract:

Description of Prior Services (include dates):
fence

STATEMENT OF BIDDER'S
QUALIFICATIONS

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

County of Scotland)
State of Mo.)

My name is Michael Duell I am an authorized agent of _____
Custom Fence (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.

Michael Duell 5-30-14
Affiant Date

Michael Small
Printed Name

Subscribed and sworn to before me this 30 day of May, 2014.

Ashlee K. Frederick
Notary Public

ASHLEE K. FREDERICK
Notary Public - Notary Seal
State of Missouri, Scotland County
My Commission Expires: 10/06/2017
Commission # 13879173

Company ID Number: 167579

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 **custom fence** (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: 167579

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

Information relating to your Company:

Company Name: custom fenceCompany Facility Address: rr 1 box 165-s
memphis, MO 63555

Company Alternate Address: _____

County or Parish: SCOTLANDEmployer Identification Number: 431720365North American Industry
Classification Systems Code: 115

Parent Company: _____

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.

- MISSOURI 1 site(s)

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

Name: **michael k small**
Telephone Number: **(660) 883 - 5514**
E-mail Address: **msmall62@hotmail.com**

Fax Number:

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

State of Missouri)
)SS.
County of Scotland)

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.

5-30-14
Date

Michael Small
Signature

43 1720365
Social Security Number
or Other Federal I.D. Number

Michael Small
Printed Name

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

Ashlee Frederick
Notary Public

My Commission Expires: 10/6/2017

ASHLEE K. FREDERICK
Notary Public - Notary Seal
State of Missouri, Scotland County
My Commission Expires: 10/06/2017
Commission # 13879173

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

 ARS,

Name and Title of Authorized Representative



Signature

5-30-14

Date

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
07/07/2014

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 Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City, MO 65102-1046 Matthew A. Kujath, CIC, CRM	CONTACT NAME: Candace Horn- Account Manager	
	PHONE (A/C, No, Ext): 573-634-2122	FAX (A/C, No): 573-636-7500
E-MAIL ADDRESS: candy@winterdent.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Fire & Casualty Company		13021
INSURER B: MO Employers Mutual Ins. Co.		10191
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		60442503	02/07/2014	02/07/2015	EACH OCCURRENCE \$ 1,000,000 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 - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		60442503	02/07/2014	02/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	10364697	02/08/2014	02/08/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Leased/Rent Equip						

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

RFB 26-28MAY14 Erosion Control Services

CERTIFICATE HOLDER

BOONE44

Boone County Purchasing
 613 E Ash St
 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

Candace Horn

REQUEST FOR BID 26-28MAY 14
EROSION CONTROL SERVICES- TERM & SUPPLY



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #2 - Issued May 28, 2014

This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder's *Response Form*.

BID CLOSING DATE EXTENSION: The Closing Date has been extended for the above bid opportunity to Monday, June 9, 2014 at 2:00 pm, CT. No other modifications have been made to the specifications or bid requirements. Bids which have been received by Boone County for this service will be kept on file, unopened, until 2:00 pm, June 9, 2014 at which time, all bids will be opened and read publicly.

All bid contents of the RFB remain unchanged and in full force and effect, together with the extended Bid Closing Date stated in this Addendum #2.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid **26-28MAY14 – Erosion Control Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #1 - Issued May 20, 2014

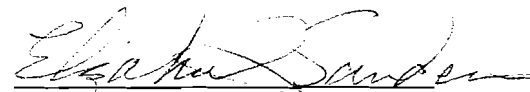
This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Bidder's *Response Form*.

CLARIFICATION: The purpose of this Request for Bid is to seek bid offers from qualified vendors to provide Boone County with applications of the following products. Successful bidder will provide the products necessary for the applications. Products listed in the RFB are: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing. Specifications for the products listed are contained in the RFB.

This contract will provide for product applications in the performance of maintenance work, and also for applications in the performance of work associated with projects with prevailing wage requirements. Refer to Instructions to Bidders, Contract Conditions, and Response Form, Pages 18 through 20.

All bid contents of the RFB remain unchanged and in full force and effect, together with the clarification stated in this Addendum #1.

By:


Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **26-28MAY14 – Erosion Control Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



REQUEST FOR BID (RFB)

Bid Data – Direct any bid format/submission questions to Purchasing

Bid Number: **26-28MAY14**
Commodity Title: **Erosion Control Services Term & Supply**

Bid Submission Address and Deadline

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201**
Directions: The Annex Building is located on the corner of 6th Street and Ash Street.

Bid Opening

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Pre-Bid Conference- Optional, attendance is encouraged, to discuss the bid specifications/address any questions concerning the bid process.

Day/Date: **Tuesday, May 13, 2014 at 9:00 am**
Location/Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, Mo 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
Standard Terms and Conditions
Instructions to Bidders
Statement of Bidders' Qualifications
Insurance Requirements
Contract Conditions
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
No Bid Response Form
- Section 270-287 **Product and Application-Explanation/Definition Information**
Attachment A – Straw Bale Ditch Check & Silt Fence Details
E-Verify- House Bill 1549
Work Authorization Certification & Affidavits
Debarment Certification
Affidavits (OSHA, Prevailing Wage Law)
Samples of Bonds
Prevailing Wage Order No. 20

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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid and written Addenda if any, are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **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's needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County's standard 'boilerplate' terms and conditions for Contracts, which are enclosed herein.
- 1.7. **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.
- 1.8. **PAYMENT** – The contractor shall bill the County upon acceptance by Boone County of each completed project. The contractor must submit an invoice and charges must only include those prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay correct monthly invoices within thirty (30) days from receipt of a correct invoice and all other required documents.
- 1.8.1. **DELIVERY** – FOB destination. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 1.8.2. **DESIGNEE(S)** – Boone County Public Works, 5551 S. Tom Bass Rd, Columbia, MO 65201; or Resource Management, 801 E. Walnut St, Room 315, Columbia, Mo 65201.
- 1.9. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Elizabeth Sanders, Senior Buyer, 613 E. Ash St, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: lsanders@boonecountymo.org.
- 1.9.1. **EVALUATION AND AWARD** – Award(s) shall be made in the best interest of Boone County. The County may choose to award this bid to multiple vendors. In the event the primary contractor is unable to meet the expected obligation within the timeframe outlined by the County, the secondary contractor may be given the project.

Standard Terms and Conditions

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 may 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 or e-mail 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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. Equipment serial and model numbers – Contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County (if applicable). If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

Performance Bond/Labor & Material Payment Bond: *Whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00, Contractor shall then provide the County with a Performance Bond and a Labor & Material Payment Bond. Each bond shall be in an amount equal to the full value of the project, guaranteeing faithful compliance with all requirements of the Contract and complete fulfillment of the project, and payment of all labor, material, and other bills made in carrying out the work. Contractor shall provide these bonds within thirty (30) days of request by County. No additional payment will be made to the contract for the procurement of these bonds. They should be incidental to all bid items. A sample Performance Bond and sample Payment Bond are enclosed herein.*

Services requested by the County may require compliance with the provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects. In that event, Contractor shall use the rates quoted in section **PRICING II** of the Contract. Requirements as to compliance with the state prevailing wage law are further outlined in Contract Conditions of this Request for Bid.

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

Owner will deliver to Contractor a Notice to Proceed once contracts are fully executed and approved by County Commission.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof no later than 5:00 pm on May 19, 2014. The person submitting the request will be responsible for its

prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Submit one original, and two copies of your bid response to the Office of the Boone County Purchasing Director before the date and time listed on the cover page of this bid document for receipt of bids. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms. Omissions or irregularities may cause bid rejection.

1. Bid Document, including any addenda issued by Boone County (return addenda signed)
2. Statement of Bidder's Qualifications,
3. Response Forms with signatures (4 pages),
4. Debarment Form,
5. Work Authorization Certification,
6. E-Verify Memorandum of Understanding,

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____

10. Have you ever defaulted on a contract? _____ If so, give details: _____
11. List of contracts completed within the last four years, including value of each: *See Exhibit A next page*

12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

STATEMENT OF BIDDER'S
QUALIFICATIONS

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):

STATEMENT OF BIDDER'S
QUALIFICATIONS

INSURANCE REQUIREMENTS

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.

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.

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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing 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 \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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.

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.

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CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: “Party of the First Part” or “County” or “Owner” shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

“Contractor” or “Party of the Second Part” shall mean the party having entered into contract to perform the work herein specified.

“Department” shall mean the Boone County Resource Management Department or Public Works Department.

“Director” shall mean the Director of Boone County Resource Management or his/her designated representative.

“Engineer” shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

“Work” of the Contractor includes labor or material, or both.

“As directed”, “as required”, “as permitted”, “acceptable to” and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

“Or equal” is not intended to impose limitations preventing the free exercise of the Contractor’s skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture’s names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: *For any project with projected completion date exceeding 30 days*, the successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

If payment bond is required for any project, the Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied *and if prevailing wage rates are used*, the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

Prevailing Wage: Contractor agrees that if the work requires the use of prevailing wage pricing, it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor and all Subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "last Payroll".
- h. A record of all payrolls will be maintained by the County.

Throughout the life of the Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.

After completion of the work and before final payment can be made under this contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

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

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

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

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his 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.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

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

PROTECTION OF WORK: The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

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

OSHA PROGRAM REQUIREMENTS: The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

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 providing applications of lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing as needed, and specified herein.
 - 2.1.1. Term of Contract shall be effective from date of award through May 31, 2015 with the option for three additional 12-month renewal periods, to be exercised separately at the discretion of County.
 - 2.1.2. All orders for services shall be placed 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 order products/services from other vendors when the County 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.
 - 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 order quantities or total prices.
- 2.6. **MINIMUM TECHNICAL SPECIFICATIONS** – The contractor shall provide applications of the following: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing.
- 2.7. **PRODUCT SPECIFICATIONS AND INSTALLATION**
 - 2.7.1. The contractor shall provide all items in accordance with the specifications outlined in **Explanation/ Definition Information:** lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing.
- 2.8. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.9. **METHOD OF MEASUREMENT, PROCEDURES, AND BASIS OF PAYMENT**
 - 2.9.1. All items paid under this contract shall be measured and paid for by the unit shown, as per the bid form.
 - 2.9.2. All appurtenances under this contract shall be incidental and included with the bid as specified in the bid form.
 - 2.9.3. **Performance Bond/Labor & Material Payment Bond:** Contractor shall provide the County with

contract for the procurement of these bonds. They should be incidental to all bid items. Samples of the bond forms are found herein, as part of this Request for Bid.

- 2.9.4. The contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.9.5. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The successful vendor will be required to confirm receipt of each request.
- 2.9.6. **Sales/Use Tax Exemption**- County will provide the Contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The Contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor 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.
- 2.9.7. **Warranty and Guarantee**- Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

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

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

3. Response Presentation and Review

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

4. Response Form

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

4.8. PRICING I (applications in the performance of maintenance type work)

	Description – Materials in Place	Unit	Estimated Units	Unit Price	Total
4.8.1.	Silt Fence	LF		\$	\$
4.8.2.	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$	\$
4.8.3.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$	\$
4.8.4.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/ an Overspray)	AC		\$	\$
4.8.5.	Biodegradable Blanket-North American Green S75BN	SY		\$	\$
4.8.6.	Biodegradable Blanket – North American Green S150 BN	SY		\$	\$
4.8.7.	Biodegradable Blanket – North American Green SC50 BN	SY		\$	\$
4.8.8.	Biodegradable Blanket – North American Green C125 BN	SY		\$	\$
4.8.9.	Long Term Degradable Blanket – North American Green SC150	SY		\$	\$
4.8.10.	Long Term Degradable Blanket – North American Green C125	SY		\$	\$
4.8.11.	Turf Reinforcement Mat – North American Green P300 TRM	SY		\$	\$
4.8.12.	Turf Reinforcement Mat – North American Green C350 TRM	SY		\$	\$
4.8.13.	Composite Reinforcement Mat – North American Green SC250	SY		\$	\$
4.8.14.	Composite Reinforcement Mat – North American Green C350	SY		\$	\$
4.8.15.	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$	\$
4.8.16.	Triangular silt dike ditch checks (7' long)	EA		\$	\$
4.8.17.	Straw Wattles	LF		\$	\$
4.8.18.	GRAND TOTAL				\$

4.9 **PRICING II** (to include prevailing wage labor rates, per Prevailing Wage Order #20 attached to this bid), in the event services requested require compliance with state prevailing wage laws.

	Description –materials in place	Unit	Estimated Units	Unit Price	Total
4.9.1	Silt Fence	LF		\$	\$
4.9.2	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$	\$
4.9.3	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$	\$
4.9.4	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/an Overspray)	AC		\$	\$
4.9.5	Biodegradable Blanket-North American Green S75BN	SY		\$	\$
4.9.6	Biodegradable Blanket-North American Green S150 BN	SY		\$	\$
4.9.7	Biodegradable Blanket-North American Green SC50 BN	SY		\$	\$
4.9.8	Biodegradable Blanket-North American Green C125 BN	SY		\$	\$
4.9.9	Long Term Degradable Blanket-North American Green SC150	SY		\$	\$
4.9.10	Long Term Degradable Blanket-North American Green C125	SY		\$	\$
4.9.11	Turf Reinforcement Mat- North American Green P300 TRM	SY		\$	\$
4.9.12	Turf Reinforcement Mat-North American Green C350 TRM	SY		\$	\$
4.9.13	Composite Reinforcement Mat-North American Green SC250	SY		\$	\$
4.9.14	Composite Reinforcement Mat-North American Green C350	SY		\$	\$
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$	\$
4.9.16	Triangular silt dike ditch checks (7 ft long)	EA		\$	\$
4.9.17	Straw Wattles	EA		\$	\$
4.9.18	GRAND TOTAL			\$	\$

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. _____ % 1st Renewal Year

4.10.2. _____ % 2nd Renewal Year

4.10.3. _____ % 3rd Renewal Year

4.11. Please quote the number of days notice that must be provided prior to expected installation: _____ days. In the event the primary contractor cannot meet the expected obligation, a secondary contractor will be issued the project.

It is anticipated that the county will have several projects going on simultaneously during the construction season. List number of 'crews', and number of people per crew, you have to cover multiple projects.

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?

4.13. _____ Yes _____ No

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

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative



“No Bid” Response Form

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

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 26-28MAY14 – EROSION CONTROL SERVICES

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

PRODUCT AND APPLICATION
Explanation/ Definition Information
FERTILIZING

SECTION 270

- 270.1 **Description** - This work shall consist of the application of lime and commercial fertilizer and soil preparation for seeding on areas shown on the plans or designated by the engineer.
- 270.2 **Material.**
- 270.2.1 Material used for soil neutralization, unless otherwise specified, shall be a pelletized bagged lime, or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- 270.2.2 The rate of application of lime shall be a minimum of 1,300 lbs/acre for agricultural lime or 650 lbs/acre for pelletized lime. Except as otherwise provided in this specification, the quantity of material required to provide the specified pounds of effective neutralizing material per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act.
- 270.2.3 Fertilizer shall be a standard commercial product that will supply a minimum of 90 pounds of total nitrogen (N), 90 pounds of available phosphoric acid (P 2 0 5) and 90 pounds of soluble potash (K 2 0) per acre. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.
- 270.3 **Equipment** - Lime and commercial fertilizer shall be applied by mechanical equipment designed for this purpose.
- 270.4 **Construction Requirements**
- 270.4.1 The area to be limed and fertilized will be the area specified within the limits of construction; shall have a uniform surface free from rills, washes and depressions; and shall conform to the finished grade and cross section as shown on the plans. The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 2 inches. The seedbed or sodbed shall be prepared by loosening the existing soil on the slope, rather than by the addition of loose soil.
- 270.4.2 Lime and fertilizer shall be applied evenly at the rates specified in this section and only when the soil is in a tillable condition. After application, the lime and fertilizer shall be mixed into the soil by disking, harrowing or raking to a minimum depth of 2 inches, unless applied hydraulically on slopes steeper than 2:1 (1:2) in accordance with **Section 275.3.2.1**.
- 270.4.3 Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.
- 270.4.4 Lime and fertilizer shall be applied not more than 48 hours before the seed is sown unless otherwise authorized by the engineer.

PRODUCT AND APPLICATION
Explanation/ Definition Information
MULCHING

SECTION 272

272.1 **Description** - This work shall consist of the application of one of the three (3) following mulches as shown on the plans or directed. All seeded areas shall be mulched.

272.2 **Material**

272.2.1 **Type 1 Mulch (Vegetative)** - The vegetative mulch shall be clean wheat straw.

272.2.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** - The asphalt emulsion shall be SS-1, SS-1h, CSS-1 or CSS-1h conforming to the requirements of AASHTO M 140 or AASHTO M 208. The vegetative mulch shall be as specified in **Section 272.2.1**.

272.2.3 **Type 3 Mulch (Vegetative with an Overspray)** - The vegetative mulch shall be as specified in **Section 272.2.1**. The overspray material may be virgin wood cellulose fibers or recycled slick paper as herein specified. It shall not contain any germination or growth inhibiting substances. The overspray shall be green in color after application and shall have the property to be evenly dispersed and suspended when agitated in water. When sprayed uniformly over vegetative mulch, the mulch fibers shall form an absorbent cover, allowing percolation of water to the underlying soil. The mulch shall be packaged in moisture resistant bags with the net weight (mass) of the packaged material plainly shown on each bag. The mulch fibers shall not be water soluble.

272.2.3.1 **Virgin Wood Cellulose** - Virgin wood cellulose fibers shall be produced by either the ground or cooked fiber process and shall have the following properties: Moisture Content, percent by weight (mass), max 15 Organic Matter-Wood Fiber, percent by weight (mass), min 80 pH 4.3-8.5

272.2.3.2 **Recycled Slick Paper Mulch** - Recycled slick paper mulch shall be produced from printers slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard will not be allowed. The material shall be free of other material or fillers and shall have the following properties: Moisture Content, percent by weight (mass), max 8 pH 4.5-6.5

272.2.3.3 The contractor shall furnish a manufacturer's certification in triplicate certifying that the overspray mulch materials comply with these specifications. The engineer may sample and test these materials prior to approval and use. Acceptance will be based upon a satisfactory certification and results of any test deemed necessary by the engineer.

272.3 **Construction Requirements**

272.3.1 **Type 1 Mulch (Vegetative)** – Type 1 Mulch shall be applied at the rate of 2 1/2 tons per acre.

272.3.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** – Type 2 Mulch shall be applied by mechanical mulch spreaders equipped to eject, by means of a constant air stream, controlled quantities of the vegetative mulch and emulsified asphalt in a uniform pattern over the specified area. The mulching machine shall be so designed that the asphalt will be injected at the proper rate directly into the air stream carrying the straw, resulting in a uniform spotty tacking of the vegetative mulch with asphalt. The vegetative mulch shall be applied at the rate of 2 1/2 tons per acre. The application rate for the asphalt emulsion shall be 100 gallons per ton of straw.

272.3.3 **Type 3 Mulch (Vegetative with an Overspray)** – Type 3 Mulch shall be hydraulically applied over the vegetative mulch as a separate operation. Recycled slick paper shall be applied at the rate of 750 pounds per acre. Virgin wood cellulose fibers with 90 percent or more organic matter shall be applied at the rate of 750 pounds per acre and that with 80 to 89 percent inclusive shall be applied at a rate calculated as follows:

$$\text{Rate lb/acre} = 100 \times 750 \text{ lb/acre} \times \text{Actual Percent Organic Matter}$$

The overspray material shall be mixed with water in a manner to provide a homogeneous slurry. Equipment for mixing and applying the slurry shall be capable of applying it uniformly over the entire vegetative mulched area. The slurry mixture shall be agitated during application to keep the ingredients thoroughly mixed.

272.3.5 All mulch shall be distributed evenly over the area to be mulched within 24 hours following the seeding operation. Following the mulching operation, precautions shall be taken to prohibit foot or vehicular traffic over the mulched area. Any mulch which is displaced shall be replaced at once, but only after the work preceding the mulching which may have been damaged as a result of the displacement has been acceptably repaired.

PRODUCT AND APPLICATION
Explanation/ Definition Information
SEEDING

SECTION 275

275.1 **Description** - This work shall consist of preparing, liming and fertilizing a seedbed, and the furnishing and sowing of seed. All disturbed areas shall be seeded as shown on the plans or directed.

275.2 **Material**

275.2.1 Seed mix shall comply with standards of the Official Seed Analysis of North America and be recommended for full sun exposure in Columbia, Missouri. Seed shall be free from Johnson Grass, Canadian Thistle, or field bind weed seed and be approved by the inspector.

Residential / Commercial Yards	Mixture %
Kentucky Bluegrass	20% @ 260 lbs/per acre
Creeping Red Fescue	30% @ 260 lbs/per acre
Perennial Rye Grass	30% @ 260 lbs/per acre
Annual Rye	20% @ 260 lbs/per acre
Purity	85%
Germination	80%
Maximum Weed Seed	1%

Non – Residential / Commercial Yards	Mixture %
Tall Fescue	100 lbs/per acre
Seed Wheat	60 lbs/per acre

275.3 **Application**

Approved Seeding Time	Dates
Spring	March 15 to May 15
Fall	August 15 to October 15

PRODUCT AND APPLICATION
Explanation/ Definition Information

SECTION 279

STRAW BALE DITCH CHECKS

279.1 **Description** - This work shall consist of constructing straw bale ditch checks at locations shown on the plans.

279.2 **Construction Requirements** - See Attachment A for detailed drawing

279.2.1 Bale shall be 14-inch x 18-inch x 36-inch.

279.2.2 Anchors shall be 2-inch x 2-inch hardwood stakes, minimum of 3 feet in length. Two (2) stakes per bale.

279.3 **Payment**

279.3.1 One (1) Straw Bale Ditch Check shall be considered as two (2) straw bales installed as per details shown on Attachment A.

SECTION 280

TRIANGULAR SILT DIKE DITCH CHECKS

280.1. **Description** – Triangular Silt Dike Ditch Checks shall be placed as shown on the Plans or as directed.

280.2 **Material**

280.2.1 Triangular silt dike type ditch checks are triangular-shaped, having a height of at least eight to ten inches (8” – 10”) in the center with equal sides and a sixteen- to twenty- inch (16” – 20”) base.

280.2.2 The triangular-shaped inner material shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle two to three (2’ – 3’) feet.

280.2.3 Standard length of each triangular silt dike will be seven feet (7’) unless otherwise required for adequate performance.

280.3 **Construction Requirements**

280.3.1 The ditch checks shall be attached to the ground with Wire Staples. The staples shall be No. 11 gauge wire and be at least six to eight (6” – 8”) inches long. Staples shall be placed as indicated on the manufacturer’s installation detail.

280.3.2 The ditch check shall be sufficient length so that water is prohibited from flowing around the ditch check. Extend check a sufficient length so that the ground level at the ends is higher than the low point on the crest of the check.

280.4 **Payment**

280.4.1 One (1) Triangular Silt Dike Ditch Check shall be considered a triangular silt dike seven (7) feet in length and paid for on a ‘per each’ basis.

SECTION 281

STRAW WATTLES

281.1 **Description** – Straw Wattles shall be placed as shown on the Plans or as directed.

281.2 **Materials**

281.2.1 Straw Wattles shall be nine (9) inches in diameter and manufactured from rice straw or other specified straw and be wrapped in a tubular plastic netting or in a 100% biodegradable tubular 7 oz. Plain Burlap.

281.2.2 The netting shall have a strand thickness of 0.03 inch, and a knot thickness of 0.055 inch and a weight of 0.35 ounce per foot (each +/- 10%) and shall be made from 85% high-density polyethylene, 14% ethyl vinyl acetate and 1% color for UV inhibition.

281.2.3 Nine (9) inch Straw Wattles shall have a density weight of approximately 1.6 to 1.8 pounds per foot (+/- 10%) and a maximum length of 25 feet long (+/- 0.5 feet).

281.3 Construction Requirements

281.3.1 Straw Wattles shall be entrenched 2 inches to 4 inches below ground.

281.3.2 Straw Wattles shall be securely staked with 1 inch square by 2 foot long wooden stakes on a maximum of 3 foot to 4 foot centers. Bottom of the stake shall extend into the ground a minimum of 1 foot below the bottom of the straw wattle.

281.4 Payment

281.4.1 Straw Wattles shall be paid for on a 'per linear foot' basis.

SECTION 283

TEMPORARY SILT FENCE

283.1 **Description** - This work shall consist of furnishing and installing a wire-supported or self-supported geotextile silt fence designed to remove suspended particles from sheet flow passing through the fence and prevent sediment from polluting nearby streams or other bodies of water.

283.2 **Material** - Geotextile Type 2 material shall conform to **Section 285**.

283.2.1 **Posts** - Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, not less than 4 feet, to ensure adequate embedment while fully supporting the silt fence and shall have sufficient strength to resist damage during installation and support applied loads while in service.

283.2.2 **Support Fence** - All geotextile silt fence shall be supported either externally by wire or other approved mesh to a height of at least 24 inches or by a suitable designed-in support system capable of keeping the material erect. Either method shall be strong enough to withstand applied loads.

283.2.3 **Prefabricated Fence** - Prefabricated fence systems may be used provided they meet all of the above material requirements.

283.3 **Construction Requirements** - See Attachment A for detailed drawing

283.3.1 The contractor shall install temporary silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled and the soil compacted over the fabric. Fabric splices with a minimum 6-inch overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.

283.3.2 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.

283.3.3 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

PRODUCT AND APPLICATION
Explanation/ Definition Information

SECTION 285

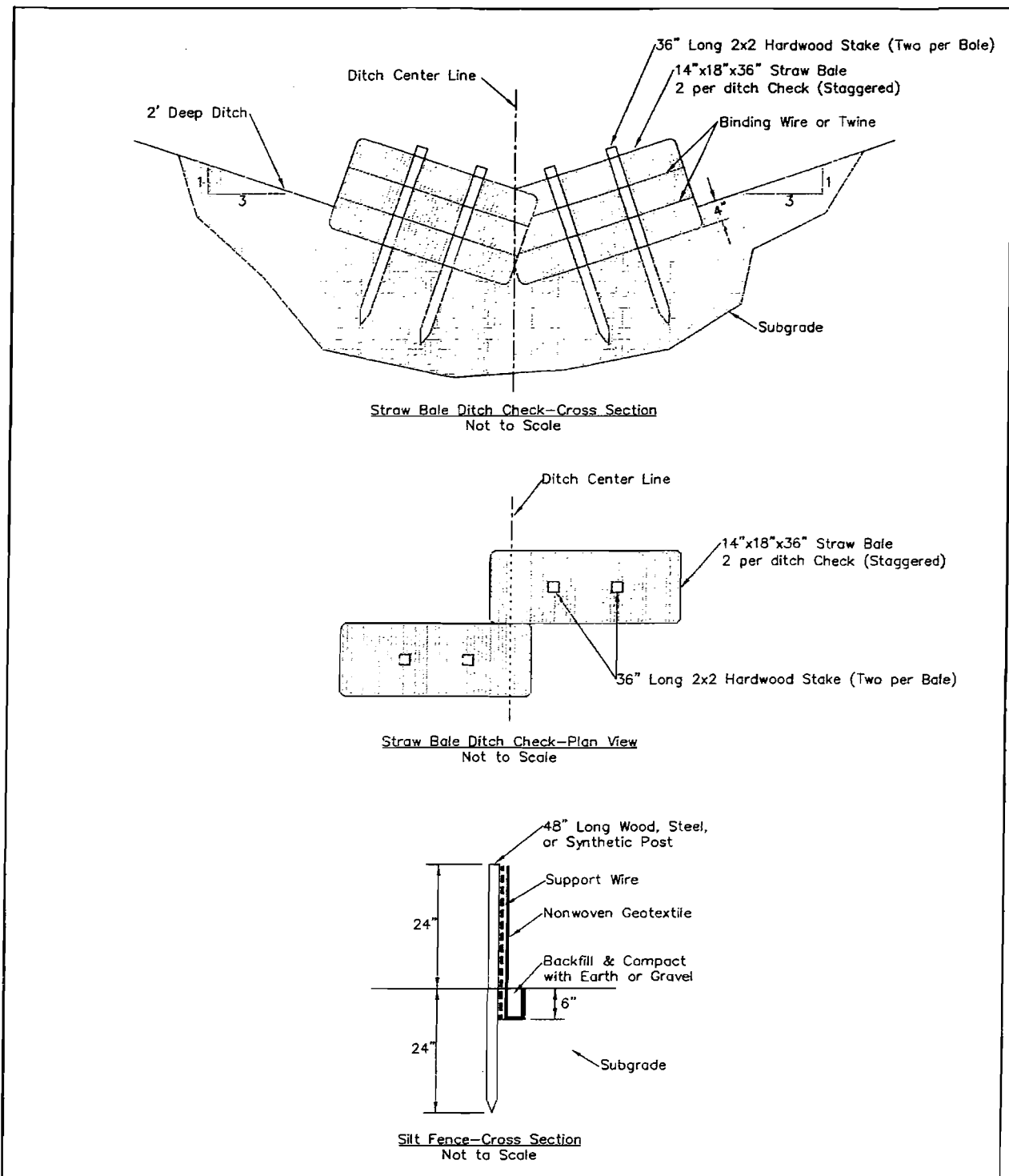
GEOTEXTILE FABRIC

- 285.1 **Scope** - This specification covers geotextile for use in subsurface drainage, sediment control, erosion control or as a permeable separator.
- 285.2 **Material** - Geotextiles shall meet the physical and chemical requirements of AASHTO M 288 for the specified application except as modified herein.
- 285.2.1 **General**
- 285.2.1.1 No specific permeability values are required.
- 285.2.1.2 The U. S. Standard sieve number corresponding to the apparent opening size (AOS) shall not exceed 100 for geotextile used in contact with any soil with more than 50 percent passing the No. 200 sieve nor shall the AOS exceed 70 when used between any two dissimilar granular material, less than 50 percent passing the No. 200 sieve, or when used to control movement of fines from a granular backfill through structural joints or into a drain pipe.
- 285.2.1.3 During shipment and storage, geotextiles shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 F, mud, dust and debris.
- 285.2.3 **Type 2, Sediment Control** - Type 2 geotextile is intended for use in supported or non-supported sediment control fencing.
- 285.3 **Certification and Acceptance**
- 285.3.1 The contractor shall furnish a manufacturer's certification to the engineer, for each lot of material furnished stating the name of the manufacturer, the chemical composition of the filaments or yarns and certifying that the material supplied conform to all requirements specified. The certification shall include or have attached typical results of tests from specific lots for all specified requirements.
- 285.3.2 Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

SECTION 287

EROSION CONTROL BLANKETS

- 287.1 **Description** - This work shall consist of furnishing and placing erosion control blankets at locations shown on the plans or as designated by the engineer.
- 287.2 **Materials**
- 287.2.1 **Blankets** - Blankets shall consist of the following North American Green Products or equal approved by the Engineer.
- 287.3 **Biodegradable Blankets** – S75 BN, S150 BN, SC50 BN and C125 BN
- 287.4 **Long Tem Degradable Blankets** – SC150 Extended-term and C125 Long-term
- 287.5 **Turf Reinforcement Mats** – P300 TRM and C350 TRM
- 287.6 **Composite Reinforcement Mats** – SC250 and C350
- 287.7 **Construction Requirements** - Blankets shall be installed as per the manufacturer's instructions and shall use materials specified by the manufacturer and approved by the Engineer.



BOONE COUNTY PUBLIC WORKS
 DESIGN AND CONSTRUCTION
 5551 HIGHWAY 63 SOUTH
 COLUMBIA, MISSOURI 65201-9711
 PHONE (573) 449-8515
 FAX (573) 875-1602



Attachment A

Straw Bale Ditch Check & Silt Fence Details

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: _____

Project No.: _____

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, 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 _____ on this _____ day of _____, 20 _____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

_____ a Corporation, organized under the laws of the State of _____

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

_____ Dollars,
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: _____

Project No.: _____

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

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

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

**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.

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

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

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

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

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

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NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) 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. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 86: 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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
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 these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction/Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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.

**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 any time 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.

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

**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.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 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.

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

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

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/16/2014

Business Name History

Name	Name Type
Custom Fence	Legal

Fictitious Registration - Domestic - Information

Charter Number:	X00654952
Status:	Fictitious Active
Entity Creation Date:	4/21/2005
Expiration Date:	4/21/2015

Owners

Name:	Michael K Small
Address:	RR#3 Box 264 Memphis MO 63555

Search Results

Current Search Terms: michael* Small*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results](#), you can [download the PDF](#) and [print it](#).

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

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Search Results

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No records found for current search.

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220



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

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of July 20 14

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

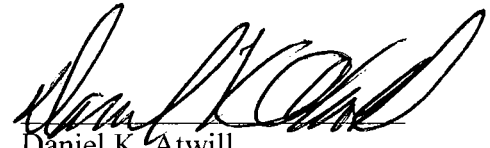
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 17-28MAR14 – Lawn Care Maintenance & Seasonal Grounds Services Term & Supply.

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

Done this 15th day of July, 2014.

ATTEST:

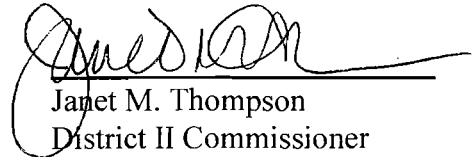
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Director



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

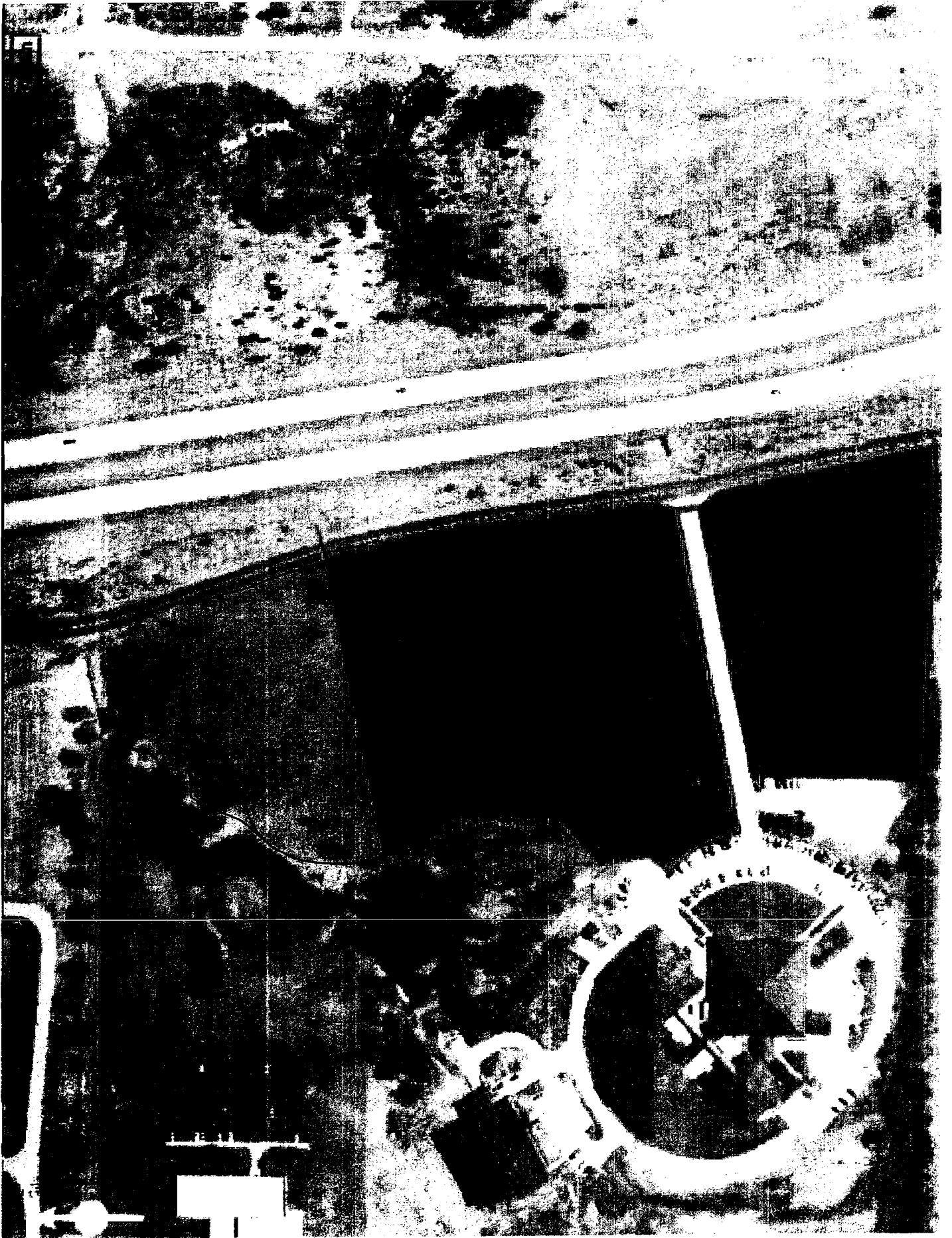
MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: July 8, 2014
RE: Contract Amendment Number One to *17-28MAR14 – Lawn Care Maintenance & Seasonal Grounds Services Term & Supply*

Contract *17-28MAR14 – Lawn Care Maintenance & Seasonal Grounds Services Term & Supply* was approved in commission on April 29, 2014 on commission order 201-2014. The attached amendment adds additional mowing area to the existing Sheriff Department mowing area.

cc: Chad Martin
Leasa Quick
Contract File

Attachment 'D' - Sheriff Department



Amy Robbins - RE: Sheriff Department-Mowing

From: Nathan Real <nathantruescape@hotmail.com>
To: Amy Robbins <arobbins@boonecountymo.org>
Date: 6/25/2014 12:39 PM
Subject: RE: Sheriff Department-Mowing

Amy,

Truescape agrees to mow the new area and the existing area for a total of \$170 per session.

Thanks! Please let us know if we can be of any more service!

Nathan R. Real

Truescape LLC

**510 Gaylord Drive
Fulton, MO 65251**

**Cell:(573)220-0647
Columbia:(573)214-0767
Fulton:(573)592-7857
Jefferson City:(573)634-0074**

Truescapemo.com

Date: Tue, 24 Jun 2014 16:35:30 -0500
From: arobbins@boonecountymo.org
To: nathantruescape@hotmail.com
Subject: Re: Sheriff Department-Mowing

Thanks, Nathan, I will forward this on to our Sheriff Department contact and follow up with you ASAP.
Amy

Amy Robbins
Senior Buyer
Boone County Purchasing
613 E. Ash St. Room 109
Columbia, MO 65201
Phone 573-886-4392
Fax 573-886-4390

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of July 2014

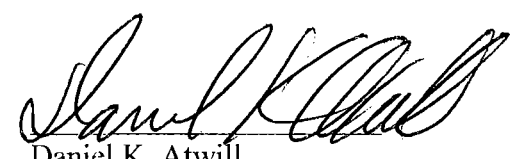
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached grant award for the Juvenile Justice Education Regional Training Initiative provided by the Office of State Court Administrator (OSCA).

Done this 15th day of July, 2014.

ATTEST:

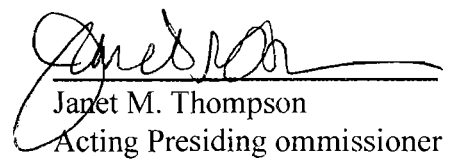
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO: OSCA 15-004
TITLE: Juvenile Justice Education Regional Training Initiative
ISSUE DATE: TBD

CONTACT: Russell Rottmann
PHONE NO: (573) 522-6766
E-MAIL: osca.contracts@courts.mo.gov

PROPOSAL DUE DATE: Proposals will be accepted on an ongoing basis until funds are no longer available. Qualifying projects will be reviewed before funding is authorized.

RETURN PROPOSAL TO: Office of State Courts Administrator
Attn: OSCA Contracts
P O Box 104480
Jefferson City, MO 65110-4480

CONTRACT PERIOD: Date of Award through June 30, 2015

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE <i>Paul C. Asel</i>	DATE 5/28/14
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE <i>[Signature]</i>	DATE 5/28/14
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)	DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE CIRCUIT IS INCLUDED IN PROPOSAL)	DATE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE	DATE
Court 13 th Circuit	
MAILING ADDRESS 701 E. Walnut	
CITY, STATE, ZIP Columbia, MO 65201	
CONTACT PERSON Tara Eppy	TITLE Intake and Evaluations Coordinator
PHONE NUMBER 573-886-4450	FAX NUMBER 573-886-4461
	E-MAIL ADDRESS Tara.Eppy@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>APPROVED AS SUBMITTED</i>		
CONTRACT NO. <i>OSCA 15-004.01</i>	CONTRACT PERIOD <i>July 1, 2014 through June 30, 2015</i>	
CONTRACTS COORDINATOR <i>[Signature]</i>	DATE <i>7/2/2014</i>	DEPUTY STATE COURTS ADMINISTRATOR <i>[Signature]</i>

1. **INTRODUCTION**

The Juvenile Division Education Committee (JDEC) through the Office of State Court Administrator (OSCA) is seeking proposals from circuit courts interested in sponsoring locally relevant professional development for juvenile and family court staff. A court may work independently, but collaboration with other courts in a regional effort is preferred. Participants may include but is not limited to, juvenile court staff, juvenile detention staff, juvenile and family court judges and commissioners, attorneys for juvenile officers, guardian ad litem and circuit clerk staff.

Proposals will be accepted through fiscal 2015 (July 1, 2014 through June 30, 2015) until funds are no longer available. Funding for regional training for future years will be considered by the JDEC based upon the success of this year's awards and the amount of state funds available. Qualifying projects will be reviewed and funded on an as requested basis.

The funding allows for *reimbursement* to the county treasurer on behalf of the juvenile and family courts for the costs associated with the development and implementation of approved professional development courses.

OSCA will review and provide recommendations to the JDEC. The JDEC will have final approval based on the merits of each proposal received and the availability of funds.

Limited funding is being provided through the JDEC from general revenue. Award amounts to any court may be limited to \$1,500 per day.

Courts may submit more than one proposal and may be funded for more than one proposal if funding is available.

2. **PROGRAM KEY COMPONENTS**

Funding will only be awarded for programs that fully integrate the use of at least one of the ten (10) core skills and competencies for juvenile justice staff recommended by the Supreme Court of Missouri. The ten (10) core competencies are:

- Courtroom Skills;
- Knowledge of Statutes, Juvenile Code and Supreme Court Rule;
- Ability to Communicate Effectively;
- Interviewing Skills;
- Knowledge of Community and Statewide Resources;
- Case Management Skills;
- Documentation – Ability to Prepare Written Reports;
- Basic Computer Skills;
- Professionalism; and
- Safety.

Programs may also adhere to the juvenile justice training standards recommended by the Supreme Court of Missouri. These standards are:

- Educational Requirements;
- Function and Jurisdiction of the Courts;
- Judicial Department Organizational Structure (state and local);
- Office of State Courts Administrator;
- Local Government;
- Personnel Policy and Appointing Authority;

- Sexual Harassment Awareness and Gender Fairness;
- Confidentiality;
- Supreme Court of Missouri rules and Missouri Statutes;
- Liability Issues; and
- Ethics.

3. **APPROVED TRAINING PROGRAMS**

The following is a list of JDEC approved programs that courts may use, but are not limited to:

- Adolescence Issues;
- Change Management;
- Child Decision Making;
- Collaboration;
- Creative Resource Development;
- Customer Service;
- Defusing Anger;
- Ethics;
- Fostering a Learning Environment;
- Generational Differences;
- Grammar Skills for Written Reports and Testimony;
- Juvenile Offender Classification;
- Leadership Essentials;
- Situational Awareness;
- Technology Facilitated Crimes against Children; and
- Use of Risk and Needs Classification Systems.

4. **EVALUATION AND AWARD CRITERIA**

Awards will be made by the JDEC based on a determination that the proposed training program incorporates content that address at least one (1) of the core skills and competencies for juvenile justice staff as recommended by the Supreme Court of Missouri. Proposals may also address the juvenile justice training standards, as recommended by the Supreme Court of Missouri. Cost efficiency of the proposal will be considered. Circuits are encouraged to submit proposals for no less than fifteen (15) staff per session.

OSCA agrees to provide technical assistance to each juvenile or family court in the preparation and presentation of the program. This technical assistance may include, but is not limited to:

- Meeting room rentals,
- Equipment rentals,
- Purchase or reproduction of training materials,
- Setup group luncheons for participants on the days of training and
- Preparation of speaker agreements as needed.

(Note: State and County employees must follow section 105.454 RSMo. No elected or appointed official or employee of the state or any political subdivision thereof, serving in an executive or administrative capacity, shall:

- (1) Perform any service for any agency of the state, or for any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power for receipt or payment of any compensation, other than of the compensation provided for the performance of his or her official duties, in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or

sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received;

Requests for technical assistance should be directed to Curt Hendricks at (573) 526-8307 or via e-mail at Curt.hendricks@courts.mo.gov.

5. **CATEGORY OF ELIGIBLE FUNDS**

Juvenile or family courts may request funds to reimburse for the costs associated with the following categories only:

a. **Contractor Services:**

Juvenile or family courts may request contractual services funding for the purpose of providing speaker fees through the use of a speaker agreement. Contractual services funding may also be requested for the rental of meeting spaces or contracting for the purchase of lunch for program participants.

b. **Resource Materials:**

Funds may be awarded to purchase or reproduce resource materials to be distributed to training attendees. Resource materials may include videos, books, brochures and pamphlets related to the training topic.

c. **Equipment Rental:**

Equipment rental requests such as a laptop or multimedia projector may be included in the application but only if required for the training session. No computer equipment purchases will be funded through this initiative.

d. **Administrative Costs and Supplies:**

Funds may be awarded to purchase supplies required for the training session and to cover the travel costs for guest speakers.

6. **AWARD CRITERIA**

Selection

The JDEC maintains the discretion to adjust, in whole or in part, each training request based upon the reasonableness of each request and the availability of funds.

Priority will be given to juvenile or family courts that can demonstrate programmatically or statistically how their proposed training will relate to real world issues or problems, especially where the training will contribute to staff capacity and professional development that addresses those issues or problems.

Awards will be made by the JDEC based upon the merits of each proposal.

Terms of Awards

All approved requests for reimbursement must be received at OSCA no later than June 15, 2015 to ensure reimbursement.

Juvenile or family courts are encouraged to:

- Maximize the use of the available funds by collaborating with other circuits to jointly provide training programs that one circuit would otherwise be unable to afford or sustain.
- Collaborate with other agencies and service providers to maximize the use of existing resources in the community, thereby reducing the amount of funding needed through this award.

If it appears that a juvenile or family court will not use all funds awarded, the JDEC may, at its discretion, reduce the amount of reimbursement funds to the juvenile or family court and distribute those funds as needed.

Any funds awarded cannot be used to supplant existing local or state funds. Supplanting refers to using these funds to replace funds normally available and currently received from local or state sources.

7. REIMBURSEMENT OF COSTS

No payments will be made directly to any contracted providers except when OSCA contracts separately with speakers. This will require that the county pay for these services up front. OSCA anticipates a 2-4 week turnaround on reimbursement. All reimbursements shall be made to the county treasurer. If more than one county is included in the proposal, the application must designate the county treasurer to whom all reimbursements are to be sent.

Note: This issue may need to be addressed with your county treasurer when planning your training proposal.

Invoices must be submitted by the juvenile or family court to OSCA, PO Box 104480, Jefferson City, MO 65110-4480, and Attention: Curt Hendricks, no later than thirty (30) days upon the completion of the training. A completed Certificate of Compliance form must be mailed with copies of invoices. Certificate of Compliance forms will be provided upon an awarded contract prior to the start of the contract period.

Copies of all invoices and other supporting documentation must be attached and submitted to OSCA with the Certificate of Compliance requesting reimbursement.

8. APPLICATION REQUIREMENTS

All juvenile or family courts desiring to apply for funding for costs associated with the training should complete the application located at Attachment A. Priority will be given to juvenile or family courts for award of funds as stated in section #6 above.

Proposals must be signed by the Presiding Judge or if applicable, the Family Court Administrative Judge. If a joint application is submitted, the Presiding Judge or Family Court Administrative Judge of each participating circuit must sign the application.

Proposals may be sent by:

- E-mail to osca.contracts@courts.mo.gov; or
- Regular mail to the address on the cover page.

Proposals must include the following:

- The name of the proposed professional training;
- Juvenile or family court submitting the application;
- Proposed training date(s); and
- Location of training.

Budget

Justifications for budgets should include the total amount requested and an itemized budget for each funding category requested. The funding categories are listed below.

- a. Contractual Services;
- b. Resource Materials;
- c. Equipment; and

d. Administrative costs and supplies.

Each proposal must provide the name of a single county treasurer to which all reimbursements will be made. Payments will not be made to multiple counties. Family Court and the Juvenile Officer is required. If a joint proposal is being submitted, the Presiding Judge or Administrative Judge of the Family Court and the Juvenile Officer of each participating circuit must sign the proposal. (Attach additional sheets if necessary.)

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Circuit Number:	
Judge _____	Juvenile Officer _____

Attachment A

JUVENILE JUSTICE EDUCATION REGIONAL TRAINING INITIATIVE PROPOSAL

Circuit(s) Applying	Location of Educational Session List city	Proposed dates
13 th Circuit	Columbia, Missouri	August 6-8, 2014

Name of Training: Utilizing Cognitive Behavioral Interventions with Juvenile Offenders

Educational Topics

This training will focus on two of the Core Competencies and Skills recommended by the Supreme Court of Missouri—Ability to Communicate Effectively and Interviewing Skills. This training is designed for juvenile officers, residential treatment/detention staff, and related professionals. The goal of this training is to provide participants with tools that will assist them with implementing effective techniques in risk reduction utilizing cognitive behavioral interventions. Participants gain an understanding of effective techniques that will allow them implement these practices into everyday duties. The participants will be involved in small group exercises; large group exercises; and individual exercises throughout the training.

Specific topics include: Utilizing risk, need, and responsivity to drive case planning focused on core correctional factors; effective techniques for risk reduction; cognitive behavioral interventions; identifying antisocial attitudes; effective programming in the context of probation; what is a low, moderate, and high risk offender; overcoming barriers for success; understanding responsivity; common responsivity factors for offenders; the stages of change and the appropriate responses for each stage; techniques for building motivation; how to communicate with offenders; establishing rapport; identifying targets for change and setting goals; identifying thoughts versus feelings; how to change thoughts using thought blockers and cost benefit analysis; how to avoid escalation, techniques for de-escalation; the importance of modeling; characteristics of an effective model; behaviors that should be modeled; how to use reinforcements in a probation setting; what are different types of reinforcements; guidelines for using reinforcements; the importance of evaluating change in offenders; what to look for when evaluating change; how to measure change; and when to measure change. Motivational interviewing techniques will be taught, modeled and practiced throughout this training.

Through lecture, discussion, and group exercises participants in this training will learn, hone, and practice skills essential to facilitating individual interventions and skill based groups utilizing a cognitive behavioral approach to effectively reduce criminal thinking and behavior with delinquent offenders.

Outline of Topics includes: Effective Correctional Programming; Research Driven Decision Making; Strength Based Strategies and Case Reviews; and Cognitive Behavioral Intervention Techniques with Groups.

Learning Objectives

Participants will gain an understanding of effective techniques for risk reduction in work with high risk offenders; including an examination of risk assessment, criminogenic needs, responsivity, and cognitive behavioral interventions. Lecture and discussion, as well as small and large group exercises will be utilized to teach these practical techniques that can be incorporated into everyday work for probation staff, treatment providers, counselors, educators, and law enforcement personnel.

Proposed Speaker(s): describe

John Aarons: Mr. Aarons earned his BS Degree from the University of Oregon, Department of Human Development and Performance and his MS Degree from the University of Oregon in Interdisciplinary Studies; combining the disciplines of counseling and corrections. He has been employed in the field of Juvenile Justice for over 30 years holding positions in secure programs, intensive probation, probation, program development, supervision, and now management. He is currently the Assistant Division Manager of Lane County Division of Youth Services, in Eugene.

John is a founding member of the OJDDA/OYA Training Team and he has been a faculty member of the National Council of Juvenile and Family Court Judges, as well as a consultant for the National Center for Juvenile Justice. He is certified fundamental skills trainer through the National Center for Juvenile Justice and certified as a trainer through the University of Cincinnati Corrections Institute in cognitive behavioral interventions and effective practices in community supervision (EPICS).

John along with colleagues John Crumbley and Wade Fraser developed a cognitive behavior curriculum focused on anger reduction and interventions with violent persons. John is a co-author with John Crumbley and Wade Fraser of a number of professional publications on working with angry and violent offenders. Along with colleagues Lisa Smith and Linda Wagner, John co-authored a book on juvenile justice: Dispatches From Juvenile Hall: How To Fix A Failing System, Penguin Books, 2009.

Target Audiences

Lists the titles of juvenile justice professionals who will participate

Juvenile Court Staff (Deputy Juvenile Officers, Supervisors) and Juvenile Detention Staff (Detention Deputy Juvenile Officers, Detention Aides, Supervisors)

Estimated number of participants

30 participants

Project Funding Breakdown

Identify the funding needs of the following areas as applicable to the professional training.

Contractual Services	\$1500.00
Resource Materials	
Equipment Rental	
Administrative cost and supplies	
Total amount of Funds Requested	\$1500.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2014

In the County Commission of said county, on the 15th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant award for the Juvenile Detention Alternatives Initiative Program provided by the Office of State Court Administrator (OSCA).

Done this 15th day of July, 2014.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
Acting Presiding ommissioner



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

GREGORY LINHARES
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

June 23, 2014

The Honorable Jodie Capshaw Asel
Presiding Judge
13th Judicial Circuit
705 E. Walnut Street
Columbia, MO 65201

Dear Judge Capshaw Asel:

On behalf of the Annie E. Casey Foundation, I am pleased to announce the award of funding for the Juvenile Detention Alternatives Initiative (JDAI) Program. The 13th Judicial Circuit has been awarded \$1,000.00.

Funds are available to your court per the terms of the attached contract award form. OSCA Contracts Unit requests the contract award form be signed and returned to us for filing with the award documentation.

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached by telephone through the OSCA Help Desk at 888-541-4894 or via e-mail as indicated below:

Jay Rodieck, Program Administration – jay.rodieck@courts.mo.gov
Shelly Peters, Fiscal Matters – shelly.peters@courts.mo.gov

Congratulations on your award!

Sincerely,

Earl Kraus

Deputy State Courts Administrator

EK/tr

Enclosures
Juvenile Detention Alternatives Initiative Contract Award



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	June 24, 2014	Award Amount
Contract Period		
04/01/2014 to 10/31/2014		\$1,000.00

JUVENILE DETENTION ALTERNATIVES INITIATIVE - JDAI

The Office of State Courts Administrator has received funding through the Annie E. Casey Foundation for Juvenile Detention Alternatives. Up to \$1,000.00 is available for each JDAI site for expenses not covered by Title II or county funds. Funding is available to develop plans for the upcoming year to address expenses for site travel and meal expenses for collaboration meetings.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 14-059-01	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Jodie Capshaw Asel Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Cindy Garrett Chief Juvenile Officer Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Jay Rodieck 573-522-2043
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

<input type="checkbox"/> Special Conditions of this award are attached.	<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
---	--

Funding as submitted for local and statewide implementation.

Requested Funding	\$1,000.00	Approved Funding	\$1,000.00
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Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
PO Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
<i>Kathryn S. Lloyd</i>		<i>Earl Kraus</i>	
Printed Name	Date	Printed Name	Title
Kathryn S. Lloyd	7/8/14	Earl Kraus	Deputy State Courts Administrator
Presiding Judge Signature		Date	Date
<i>Jodie C. Asel</i>		7-10-14	6/20/2014
Printed Name	Date	Date	
Jodie C. Asel	7-10-14	6/20/2014	

Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000 is available to each JDAI site for expenses not covered by Title II, county funds or additional JDAI awards. Funding is available to develop plans for the time period of April, 2014 - October 31, 2014 to address expenses for site travel, training and meal expenses for collaboration meetings. Proposals may include expenses for personnel to visit Missouri demonstrations sites and expenses for internal training focused on the model strategies. This plan may also include expenses for supplies, minor equipment or contractual services. Contact OSCA regarding funding options for out-of-state travel to model sites or conferences.

Budget Request

1) Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
3 Meals for 3 Quarterly Collaborative Meetings for approximately 20 people	\$525.00		
3 Meals for 3 DMC Meetings for approximately 12 people	\$325.00		
6 Meals for 6 staff to complete Site Visits	\$150.00		
<i>TOTAL</i>	<i>\$1,000</i>		

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?

The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI and the requested funding would assist in the enhancement of detention alternatives. The funding requested would assist in sending 6 staff for a day visit to other JDAI sites in Missouri. This would allow staff to view a comparable site to explore detention alternatives, means of collecting and analyzing data, and hurdles to overcome when implementing JDAI and detention reform. The site visits are a powerful way to share practical information about JDAI through peer-to-peer discussion and on-site observation. Funding would additionally assist with continuing meetings with the Collaborative Team and the DMC Team on a quarterly basis. Collaborative team meetings are imperative to accomplishing the JDAI work plan that addresses the reform activities to accomplish and analyzing data. The DMC team meetings will assist in the continued planning of addressing the DMC issues in the 13th Circuit.

2. Provide a timeline and description of how the funding will be used.

The 13th Circuit Juvenile Justice System would host a Collaborative Team meeting once each quarter, for a total of three meetings during the grant period. Additionally, the Circuit would host a DMC Team meeting once each quarter, for a total of three meetings during the grant period. The funding would be used for providing lunch for approximately 20 Collaborative Team members and 12 DMC Team members at each quarterly meeting. The requested funding would also be used to send 6 staff to visit other JDAI sites in Missouri. It is expected that two staff would be sent to each visit at a time, for a total of three different visits. The funding would be utilized for staff meals.

For OSCA Internal Use Only

	Yes	No
1. Does this request fall within the scope of the Annie E. Casey Foundation approval?		
2. Does this request meet the requirements of the OSCA requirements for uses of these grant funds?		
3. Is it clear that funding will be expended and billed to OSCA by September 30, 2014?		
4. Are there any special terms or conditions attached to this award?		

Authorization (please print your name as well as your signature)

Circuit <i>13</i>	Presiding Judge <i>Jodie Casep</i>	Date <i>5/28/14</i>
OSCA <i>OSCA 14-059-01</i>	Deputy State Courts Administrator <i>[Signature]</i>	Date <i>6/20/14</i>

Return to: Office of State Courts Administrator, Contracts Section
P.O. Box 104480, Jefferson City, MO 65110-4480

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of July 20 14

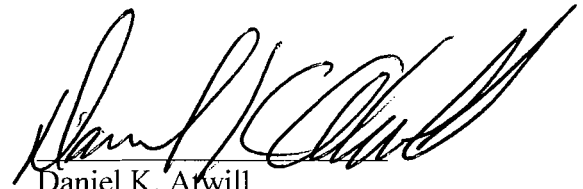
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between the Boone County Commission and the Boone County Children's Services Board. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

Done this 15th day of July, 2014.

ATTEST:

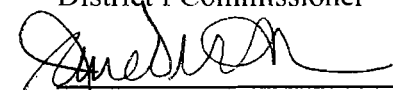
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
Acting Presiding Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOONE COUNTY COMMISSION AND
THE BOONE COUNTY CHILDREN’S SERVICES BOARD**

This Memorandum of Understanding (MOU), dated this 15th day of July, 2014, is made and entered into by and between Boone County Commission, ("County Commission" or "Commission,") and the Boone County Children’s Services Board, ("Board" or "BCCSB").

WHEREAS, the BCCSB administers the Boone County Children’s Services Fund (the “Children’s Services Fund” or “CSF”), which was created as a result of the successful ballot issue presented to voters on November 6, 2012; and

WHEREAS, the BCCSB, in partnership with the County Commission, is charged with making Boone County a better and healthier community through the provision of services to protect the well-being and safety of children from birth through age nineteen (19) and their families as authorized by state statute; and

WHEREAS, the BCCSB operates as a part of a Boone County Community Services Department as set out in Article I of the BCCSB’s bylaws adopted on August 5, 2013; and

WHEREAS, the parties desire to facilitate the hiring of staff as County employees to work at the County’s facilities; and

WHEREAS, the parties desire that this MOU form the basis of the budgetary planning for the operations of the CSF as part of the Boone County Community Services Department; and

WHEREAS, the parties intend to memorialize their mutual understandings in this Memorandum of Understanding (“MOU”); and

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to memorialize the understandings of the parties as to how the partnership between the BCCSB and the County Commission will be implemented to serve the citizens of Boone County.
2. **STATUS AS DEPARTMENT.** The BCCSB functions as part of the Boone County Community Services Department and, as such, is a part of Boone County government.

3. BUDGET PLANNING.

- a. The Board will be treated as part of a County Department for purposes of the County Budget Law (RSMo §§50.525-50.745 as amended).
- b. Consistent with the County Budget Law and in order to ensure a transparent and participatory budget process, the parties agree as follows:
 - i. The Board shall ensure that its budgetary planning processes and deliverables allow for the Community Services Department Director to collaborate with the County Commission on the Department's total, proposed budgetary presentation, with an understanding that the estimate of revenues and expenditures shall be provided no later than August 15th to the Budget Officer (County Auditor in Boone County per RSMo §50.530.2) in order to meet a September 1 statutory deadline as set out in RSMo §50.540.
 - ii. As part of the budget development process, where appropriate, the Board agrees to identify as part of its spending plans the intended beneficiaries of planned spending, the outcomes the Board is trying to achieve, and measures to evaluate the effectiveness of the funded activities to meet the desired outcomes.
 - iii. The costs of administration of the BCCSB's programs as part of the Community Services Department will be determined in coordination with the County Auditor and shall be paid for by the CSF.
 - iv. Expenditure estimates are to be classified and specific, with the Budget Officer having the authority to require further classification and specificity.
 - v. If the deadline for submission of budget estimates is not met, the Budget Officer will prepare the estimates as provided for in RSMo §50.540.
 - vi. Estimates of revenues that will *actually be used in the Budget* shall be prepared by the Accounting Officer (County Auditor in Boone County per RSMo §50.530.1) per RSMo §50.540 and RSMo §55.161(2).
- c. The BCCSB will fund certain positions or portions of positions within the Community Services Department from the CSF and will express its intentions on position funding as part of its budget development process.

4. PERSONNEL.

- a. The Boone County Personnel Policies will apply to all employees of the Community Services Department.
- b. The Community Services Department Director will serve as the administrative authority for all Department employees and the County Commission will serve as the administrative authority for the Director.
- c. The County's Human Resources & Risk Management Department will be used to post and coordinate the hiring of all staff.
- d. The salary scale of all personnel will be set through the County's normal Job Classification Committee procedures, and authorized designees of the BCCSB may participate in that process as appropriate.
- e. The BCCSB's authorized designee may participate in the County's Personnel Advisory Committee meetings as appropriate to facilitate the updating or revision of the County's personnel policies.
- f. The BCCSB's authorized designee(s) will collaborate with the Commission on the responsibilities, goals, and projects assigned to the Community Services Department Director.

5. USE OF FUNDS.

- a. All funds from the CSF will be used to administer the program(s) of the BCCSB.
- b. The services procured for clients of the CSF shall be consistent with Missouri law. RSMo §210.861.4 currently provides that revenue may be used to purchase the following services for clients of the Fund:
 - i. Up to thirty days of temporary shelter for abused, neglected, runaway, homeless or emotionally disturbed youth; respite care services; and services to unwed mothers;
 - ii. Outpatient chemical dependency and psychiatric treatment programs; counseling and related services as a part of transitional living programs; home-based and community-based family intervention programs;
 - iii. unmarried parent services; crisis intervention services, inclusive of telephone hotlines; and prevention programs which promote healthy lifestyles among children and youth and strengthen families;

- iv. Individual, group, or family professional counseling and therapy services; psychological evaluations; and mental health screenings.
- c. RSMo §210.861.5 currently provides that the funds may ***NOT be used for inpatient medical, psychiatric, and chemical dependency services, or for transportation services.***

6. PROCUREMENT.

- a. All county employees paid for in whole or in part by the BCCSB will adhere to all County Purchasing rules and procedures.
- b. All purchasing shall be coordinated with the County's Purchasing Department, consistent with all applicable laws and regulations.
- c. Processes for the procurement of professional services will be a collaborative effort between the Community Services Department and Purchasing.

7. ETHICS AND CONFLICTS OF INTEREST.

- a. The Board understands that its members and any employees of the Department are subject to all applicable statutes, rules, regulations, or policies relating to ethics and conflict of interest.

8. MISCELLANEOUS.

- a. In all areas not specifically addressed by this MOU, the BCCSB will be treated as a part of a Department within Boone County government. The BCCSB and the Boone County Commission agree to confer in good faith regarding the development and operation of the Children's Services Fund as part of the Community Services Department.

- 9. TERM, AMENDMENT, AND TERMINATION.** The parties may amend or terminate this MOU by mutual agreement at any time, or either party may terminate this MOU upon no less than 180 days notice. To facilitate appropriate budget planning, such notice must be given prior to August 1st, with termination effective January 1st of the year following the timely notice of termination.

- 10. FURTHER ACTIONS.** The Commission and the BCCSB will cooperate with each other in good faith to take such further actions as are appropriate to facilitate the intentions of this MOU.

11. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this MOU to any other person or entity without the prior, written consent of the other party.
12. **SOLE BENEFIT OF PARTIES.** This MOU is for the sole benefit of the Commission and the BCCSB. Nothing in this MOU is intended to confer any rights or remedies on any third party.
13. **NONAPPROPRIATION.** All financial obligations contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The obligations hereunder shall in no way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements 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.
14. **GOVERNING LAW AND VENUE.** This MOU shall be governed by the laws of the State of Missouri, and any legal action relating to it shall be brought in the Circuit Court of Boone County, Missouri.
15. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties and their respective successors and approved assigns.
16. **COUNTERPARTS.** This MOU may be executed by the parties in several parts, each of which shall be deemed an original instrument.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this MOU on behalf of either party represent that he/she has been duly authorized and empowered, by board action, order, ordinance, or otherwise, to execute this MOU and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties have caused this MOU to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY COMMISSION

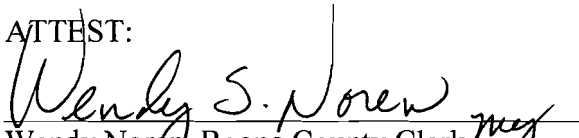
By:



Dan Atwill, Presiding Commissioner


Date: 7-15-14

ATTEST:



Wendy Noren, Boone County Clerk

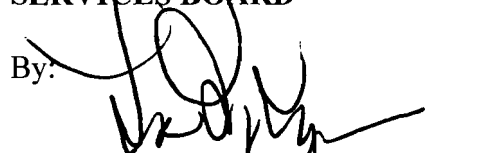
Acknowledged:



June Pitchford, Boone County Auditor

BOONE COUNTY CHILDREN'S SERVICES BOARD

By:



Les Wagner, Chairperson

Date: 7/10/14

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

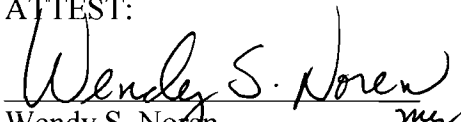
In the County Commission of said county, on the 15th day of July 20 14

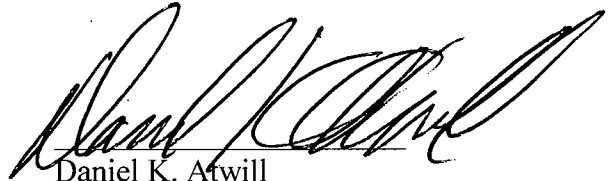
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase appropriations in the Fairground Maintenance fund for renewal of the contract with TAG events for management of the Central Missouri Events Center from July 1, 2014 to December 31, 2014.

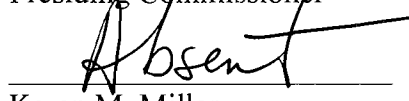
Done this 15th of July, 2014.

ATTEST:

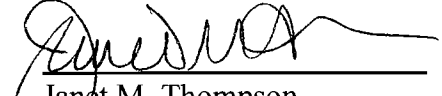

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/1/14

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Decrease Transfer To Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2120	71100	Fairground Maintenance Fund	Outside Services		100,000
2120	71112	Fairground Maintenance Fund	Reimbursables		25,000
1123	86800	Emergency & Contingency	Emergency	30,000	
1190	83922	Non-Departmental	OTO: To Special Revenue Fund		30,000
2120	3913	Fairground Maintenance Fund	OTI: From General Fund		30,000
				30,000	185,000

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

To increase appropriations in the Fairground Maintenance fund for renewal of contract to TAG Events for management of Fairgrounds from 07-01-2014 to 12-31-2014. An additional transfer of \$30,000 from the General fund is needed to ensure the Fairground Maintenance fund has adequate resources to cover this contract until the end of the year.

- Commission -

 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: *Inc. budget for TAG Contract*

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

Absent
DISTRICT I COMMISSIONER

[Signature]
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.

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 113
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
mbobbitt@boonecountymo.org

June 19, 2014

TAG Events, LLC
ATTN: Mike Teel
4709 Paris Rd.
Columbia, MO 65202

RE: # 42-25OCT11 – Boone County Fairgrounds Facility Management Services

Dear Mr. Teel:

The County of Boone wishes to renew contract # 42-25OCT11 – Boone County Fairgrounds Facility Management Services.

Confirming our letter dated **May 22, 2014**, you agreed to renew the contract under the same terms and conditions on a month by month basis through December 31, 2014.

If you have any questions, please call (573) 886-4391 or e-mail:
mbobbitt@boonecountymo.org.

Sincerely,

A handwritten signature in cursive script that reads "Melinda Bobbitt".

Melinda Bobbitt, CPPO
Director of Purchasing

cc: Janet Thompson, Commission
Bid File

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 113
Columbia, MO 65201
Phone: (573) 886-4394
Fax: (573) 886-4390

May 22, 2014

TAG Events, LLC
ATTN: Mike Teel
4709 Paris Rd.
Columbia, MO 65202

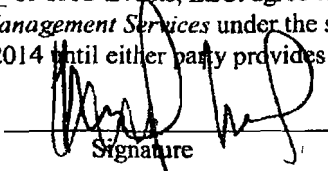
RE: # 42-25OCT11 – Boone County Fairgrounds Facility Management Services

Dear Mr. Teel:

The County of Boone is interested in renewing the above referenced contract on a month by month basis through December 31, 2014. Contract will automatically renew each month until either party provides a 30 day cancellation notice.

Please sign and date below if you agree to renew the contract.

I, Mike Teel of TAG Events, LLC, agree to renew contract # 42-25OCT11 – Boone County Fairgrounds Facility Management Services under the same terms and conditions on a month by month basis through December 31, 2014 until either party provides a 30 day cancellation notice.



Signature

6/18/14
Date

Please return this renewal by **June 1, 2014**, along with your current Insurance Certificate naming the County as additional insured and the attached Work Authorization Certification. All documents may be returned to Purchasing by mail, fax or email. When approved, we will send you a confirmed contract renewal letter.

Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to: mbobbitt@boonecountymo.org.

Sincerely,


Melinda Bobbitt, CPPO
Director of Purchasing

cc: Janet Thompson, Commission
Bid File

MAINS CR	BOONE	Core Budget Description - View Only			ADJASON	12:51:24
Year, <u>2014</u>	Dept, <u>2120</u>	<u>FAIRGROUND MAINTENANCE FUND</u>	Finalized	<u>Y</u>	6/23/14	
	Account, <u>71100</u>	<u>OUTSIDE SERVICES</u>	2013, Est,		<u>200,000</u>	
2013, Bdgt,	<u>200,000</u>	YTD, <u>200,000</u>	% of Bdgt, <u>100</u>	Est, % of Bdgt,	<u>100</u>	

Description	Qty	Unit	Amount	Total
<u>OPERATING SUBSIDY TO TAG - JAN TO JUNE</u>			<u>100,000</u>	<u>100,000</u>

Class <u>137,400</u>	Class 2-8, <u>187,400</u>	Proposed Core	<u>100,000</u>	Bottom % Chg	<u>50-</u>
F2=Key Scr F3=Exit F5=History		Proposed Supp	_____		
F6=Dept Supplemental Budget F10=Notes *		Auditor Rev	_____		
F12=Return F15=Summary		Commission Rev	_____		
		Total Budget	<u>100,000</u>		<u>50-</u>

Original
Budget

MAINSCR	BOONE	Core Budget Description Screen			ADJASON	12:52:38
Year, 2014	Dept, 2120	FAIRGROUND MAINTENANCE FUND			Finalized, Y	6/23/14
	Account, 71112	REIMBURSEABLES			2013, Est. *	49,100
2013, Bdgt,	50,000	YTD,	48,713	% of Bdgt, 97	Est. % of Bdgt,	98

Description	Qty	Unit	Amount	Total
50% REIMB TO TAG FOR 6 MONTHS	*		25,000	25,000

Class, <u>137,400</u>	Class, 2-8, <u>187,400</u>	Proposed Core	<u>25,000</u>	Bottom % Chg, <u>50-</u>
F1=Add Account	F2=Key Scr	F3=Exit	Proposed Supp	_____
F5=Hist	F6=Dept Supp	F7=Recls as Supp	Auditor Rev	_____
F8=Copy	F10=Notes *	F12=Return	Commission Rev	_____
F15=Summary	F17=Lock/Unlock	Total Budget	<u>25,000</u>	<u>50-</u>

Original Budget

	<u>2014 Original Budget</u>	<u>Contract Extension Amounts</u>	<u>2014 Revised Budget</u>
FINANCIAL SOURCES:			
Revenues			
Property Taxes	\$ -	-	-
Assessments	-	-	-
Sales Taxes	-	-	-
Franchise Taxes	-	-	-
Licenses and Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Fines and Forfeitures	-	-	-
Interest	500	-	500
Hospital Lease	-	-	-
Other	-	-	-
Total Revenues	<u>500</u>	<u>-</u>	<u>500</u>
Other Financing Sources			
Transfer In from other funds	50,000	30,000	80,000
Proceeds of Long-Term Debt	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-
Total Other Financing Sources	<u>50,000</u>	<u>30,000</u>	<u>80,000</u>
Fund Balance Used for Operations	136,900		231,900
TOTAL FINANCIAL SOURCES	\$ 187,400	30,000	312,400
FINANCIAL USES:			
Expenditures			
Personal Services	\$ -	-	-
Materials & Supplies	-	-	-
Dues Travel & Training	-	-	-
Utilities	-	-	-
Vehicle Expense	-	-	-
Equip & Bldg Maintenance	5,602	-	5,602
Contractual Services	150,660	125,000	275,660
Debt Service (Principal and Interest)	-	-	-
Emergency	-	-	-
Other	31,138	-	31,138
Fixed Asset Additions	-	-	-
Total Expenditures	<u>187,400</u>	<u>125,000</u>	<u>312,400</u>
Other Financing Uses			
Transfer Out to other funds	-	-	-
Early Retirement of Long-Term Debt	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	\$ 187,400	125,000	312,400
FUND BALANCE:			
FUND BALANCE (GAAP), beginning of year	\$ 232,174		232,174
Less encumbrances, beginning of year	-		-
Add encumbrances, end of year	-		-
Fund Balance Increase (Decrease) resulting from operations	<u>(136,900)</u>		<u>(231,900)</u>
FUND BALANCE (GAAP), end of year	95,274		274
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	<u>\$ -</u>		<u>\$ -</u>
NET FUND BALANCE, end of year	\$ 95,274		274
Net Fund Balance as a percent of expenditures	50.84%		0.09%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 15th day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant award from the State Emergency Management Agency (SEMA) for a 2014 Emergency Management Performance Grant.

Done this 15th day of July, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
Acting Presiding ommissioner

Jeremiah W. (Jay) Nixon
Governor

Jerry Lee
Director of Public Safety



STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Ronald Walker
Director

DEPARTMENT OF PUBLIC SAFETY

PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



July 9, 2014

Dan Atwill, Presiding Commissioner
Boone County
2201 I70 Drive NW
Columbia, Missouri 65202

Dear Dan Atwill:

Congratulations, your agency has been approved for a 2014 (January 1, 2014 through December 31, 2014) Emergency Management Performance Grant (EMPG) award from the State Emergency Management Agency (SEMA) in the amount of \$ 224,596.43. Portions of the award amount were based upon consideration of your FY13 expenditures plus a 5% increase. Enclosed are your award documents. **The authorized official must sign the grant award of contract and initial the lower right hand corner of each page of the Special Conditions to certify acceptance of this award.** You are required to return the original forms back to SEMA **no later than July 23, 2014** to the following address prior to claims being made by your jurisdiction:

Randy Silvey
Emergency Management Performance Grant Awards
PO Box 116
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Missouri's 2014 Award Number is EMW-2014-EP-00005.

This award is subject to all administrative and financial requirements as outlined in the 2014 EMPG Funding Opportunity Announcement, Grant Award Special Conditions (see attached), and the DHS FEMA approved application submitted on behalf of SEMA. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact your Grant Specialist, Randy Silvey, at 573-751-3401, randy.silvey@dps.mo.gov or Amy Lehman, Fiscal Specialist at 573-751-0788, amy.lehman@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Walker".

Ronald Walker
Director



A Nationally
Accredited
Agency



State Emergency Management Agency
 2302 Militia Drive
 P.O. Box 116
 Jefferson City, MO 65102
 Phone: (573) 526-9100
 Fax: (573) 634-7966

GRANT AWARD OF CONTRACT

DATE
 July 9, 2014

Award Number
 EMW-2014-EP-00005-012

Amendment No.
 N/A

GRANTEE NAME
 Boone County

GRANTEE VENDOR NUMBER
 43-0993588

GRANTEE ADDRESS
 2201 I70 Drive NW
 Columbia, Missouri 65202

ISSUING AGENCY
 MO State Emergency Management Agency
 PO Box 116
 Jefferson City, MO 65102

PROJECT TITLE
 FY 2014 Emergency Management Performance Grant

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
 97.042

PERFORMANCE PERIOD
 FROM: 1/1/2014 TO: 12/31/2014

FEDERAL AWARD AMOUNT \$ 112,298.21

LOCAL COST SHARE \$ 112,298.22

TOTAL AWARD AMOUNT \$ 224,596.43

EMPG GRANT SPECIALIST

GRANTEE PROJECT DIRECTOR

NAME
 Randy Silvey

NAME
 Scott Olsen

E-MAIL ADDRESS
 Randy.silvey@dps.mo.gov

E-MAIL ADDRESS
 solsen@bcfdmo.com

TELEPHONE
 573-751-3401

TELEPHONE
 573-447-5000

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri.

TYPED NAME AND TITLE OF OHS OFFICIAL

Ronald Walker, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Car Atwill, Presiding Commissioner

SIGNATURE OF APPROVING OHS OFFICIAL

Ronald Walker

DATE

07/09/14

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

Car Atwill

DATE

7/15/14

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SPECIAL CONDITIONS

DATE
07/09/2014

AWARD NUMBER
EMW-2014-EP-00005-012

Article I - Assurances, Administrative Requirements and Cost Principles

a. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact SEMA if you have any questions.

The administrative requirements that apply to SEMA award sub-recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award sub-recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal sub-recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Acknowledgment of Federal Funding from DHS

All sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article III - Activities Conducted Abroad

All sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All sub-recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article V - Copyright

All sub-recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VI - Debarment and Suspension

All sub-recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article VII - Drug-Free Workplace Regulations

All sub-recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article VIII - Duplication of Benefits

All sub-recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article IX - False Claims Act and Program Fraud Civil Remedies

All sub-recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article X - Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XI - Fly America Act of 1974

All sub-recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XIII - Lobbying Prohibitions

All sub-recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the sub-recipient to pay any person to influence, or attempt to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIV - Non-supplanting Requirement

Sub-recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or sub-recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XV - Trafficking Victims Protection Act of 2000

All sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the sub-recipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVI - USA Patriot Act of 2001

All sub-recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XVII - Use of DHS Seal, Logo and Flags

All sub-recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XVIII - SEMA Specific Acknowledgements and Assurances

All sub-recipients must acknowledge and agree—and require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Sub-recipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund draw downs may be withheld if these reports are delinquent.

4. Sub-recipients are required to use WebGrants (<http://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2014*

Quarter 3 (July 1 to September 30): Due October 15, 2014

Quarter 4 (October 1 to December 31): Due January 31, 2015

*Any delinquent status reports or claim requests from the 1st and 2nd Quarters must be submitted to SEMA upon return of this signed award document.

5. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in federal or state program guidance.

6. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to SEMA.

7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the sub-recipient, or the sub-recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to SEMA.

The United States and the State of Missouri has the right to seek judicial enforcement of these obligations.

Article XIX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the 2014 EMPG Funding Opportunity Announcement, Missouri 2014 EMPG Program Manual, OHS Administrative Guide, and OHS Information Bulletins.

Article XX - Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Article XXI - Age Discrimination Act of 1975

All sub-recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXII - Americans with Disabilities Act of 1990

All sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XXIII - Title VI of the Civil Rights Act of 1964

All sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XXIV - Civil Rights Act of 1968

All sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits sub-recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All sub-recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that sub-recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, sub-recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required sub-recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a sub-recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - SAFECOM

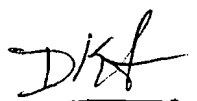
Sub-recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXVIII - Rehabilitation Act of 1973

All sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination



under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXIV – Other Special Conditions

1. All sub-recipients must submit an equipment inventory to SEMA by September 1, 2014. Claim payments received after September 1, 2014 will be withheld until such equipment inventory is received by SEMA. Equipment items purchased since January 1, 2010 must be included on the inventory. Equipment is defined as tangible property having an acquisition cost of at least \$ 1,000.00 and a useful life of more than one year. A copy of the Inventory Form may be obtained at the SEMA website.

2. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP*.

SEMA training records indicate EMPG funded personnel within your agency have not completed the required courses or have not provided proof of completion. Claim payments received after September 1, 2014 will be withheld until such proof of training is received by SEMA for the following courses:

Lee Turner - IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800

Martina Pounds - IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800

Misti Reynolds - IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800

*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.

3. Sub-Recipients of 2014 EMPG funding are required to ensure that all EMPG funded personnel actively participate in three (3) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2014 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.