

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby set the 2014 tax rates per hundred dollars of assessed valuation for county purposes as follows:

<b>County of Boone</b>	<b>Total \$ .2846</b>
General Revenue	\$ .1200
Common Road and Bridge	\$ .0500
Group Homes	\$ .1146
<b>County-wide Surtax on Subclass III Property</b>	<b>\$ .6100</b>

Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2014:

<b>State of Missouri</b>	<b>\$ .0300</b>
<b>Columbia Public Schools</b>	<b>Total \$5.4868</b>
Incidental Fund	\$1.8413
Teachers Fund	\$2.6000
Debt Service	\$ .9719
Capital Projects	\$ .0736
<b>Southern Boone County R-I Schools</b>	<b>Total \$5.0263</b>
Incidental Fund	\$3.7463
Teachers Fund	\$ .0000
Debt Service	\$1.2800
Capital Projects	\$ .0000
<b>Hallsville R-IV Schools</b>	<b>Total \$4.2718</b>
Incidental Fund	\$3.0018
Teachers Fund	\$ .0000
Debt Service	\$1.1100
Capital Projects	\$ .1600
<b>Sturgeon R-V Schools</b>	<b>Total \$5.0932</b>
Incidental Fund	\$3.8232
Teachers Fund	\$ .0000
Debt Service	\$1.2700
Capital Projects	\$ .0000

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

<b>Centralia R-VI Schools</b>	<b>Total \$4.3595</b>
Incidental Fund	\$3.4695
Teachers Fund	\$ .0000
Debt Service	\$ .8900
Capital Projects	\$ .0000
<b>Harrisburg R-VIII Schools</b>	<b>Total \$4.5417</b>
Incidental Fund	\$3.3917
Teachers Fund	\$ .0000
Debt Service	\$1.1500
Capital Projects	\$ .0000
<b>New Franklin R-I Schools</b>	<b>Total \$4.0138</b>
Incidental Fund	\$3.4206
Teachers Fund	\$ .0000
Debt Service	\$ .5932
Capital Projects	\$ .0000
<b>Fayette R-III Schools</b>	<b>Total \$4.2528</b>
Incidental Fund	\$3.5000
Teachers Fund	\$ .0000
Debt Service	\$ .7528
Capital Projects	\$ .0000
<b>North Callaway R-I Schools</b>	<b>Total \$3.8336</b>
Incidental Fund	\$3.1714
Teachers Fund	\$ .0000
Debt Service	\$ .6622
Capital Projects	\$ .0000
<b>City of Ashland</b>	<b>Total \$ .2635</b>
General Revenue	\$ .2635
<b>City of Centralia</b>	<b>Total \$ .9662</b>
General Revenue	\$ .6674
Parks & Recreation	\$ .2988
<b>City of Columbia</b>	<b>Total \$ .4100</b>
General Revenue	\$ .4100
<b>City of Hallsville</b>	<b>Total \$ .8636</b>
General Revenue	\$ .5861
Debt Service	\$ .2775

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STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

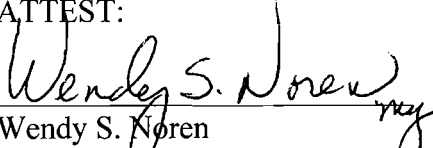
In the County Commission of said county, on the \_\_\_\_\_ day of \_\_\_\_\_ 20


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

<b>Town of Harrisburg</b>	<b>General Revenue</b>	<b>\$ .3483</b>
<b>Village of Hartsburg</b>	<b>General Revenue</b>	<b>\$ .5798</b>
<b>City of Rocheport</b>	<b>General Revenue</b>	<b>\$ .2710</b>
<b>City of Sturgeon</b>	<b>General Revenue</b>	<b>\$ .5547</b>
<b>Boone County Fire Protection District</b>	<b>Total</b>	<b>\$ .8793</b>
General Revenue	\$ .6342	
Dispatch	\$ .0000	
Debt Service	\$ .2451	
<b>Southern Bo. Co. Fire Protect. District</b>	<b>Total</b>	<b>\$ .3904</b>
General Revenue	\$ .2147	
Dispatch	\$ .0000	
Debt Service	\$ .1757	
<b>Boone County Library District</b>	<b>Total</b>	<b>\$ .3091</b>
<b>Centralia Library District</b>	<b>Total</b>	<b>\$ .6285</b>
Library	\$ .5500	
Library Bond	\$ .0785	
<b>Columbia Regional Library</b>	<b>Total</b>	<b>\$ .5382</b>
General Revenue	\$ .3112	
Debt Service	\$ .2270	
<b>Callahan Watershed Subdistrict</b>	<b>General Revenue</b>	<b>\$ .0900</b>

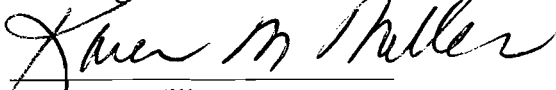
Done this 16th day of September, 2014.

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

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September Session of the July Adjourned

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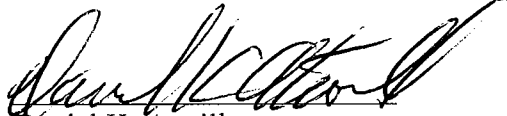
Now on this day the County Commission of the County of Boone does hereby award bid 33-11AUG14 – County Courthouse Lobby Alterations to GBH Builders, Inc. of Jefferson City, MO.


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

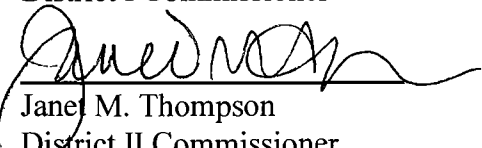
Done this 16th day of September, 2014.

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 Purchasing

**Elizabeth Sanders, CPPB**  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Elizabeth Sanders, Senior Buyer *ES*  
DATE: September 12, 2014  
RE: 33-11AUG14 – County Courthouse Lobby Alterations

RFB 33-11AUG14 – County Courthouse Lobby Alterations closed on August 15, 2014, with three bids received. Scope of work involves modifications to achieve separation between the Clerk's office and the lobby area, and also to extend the walls of the Court Marshall's enclosure to the ceiling. Purchasing and Facilities recommend award to GBH Builders, Inc of Jefferson City, Mo as overall low and best bid for contract amount of \$68,631.00.

This work will be paid from department 4061- Courthouse Expansion, account 71201 (construction) after budget amendment. Purchase requisition submitted to auditors for processing.

cc: Bob Davidson, Facilities Maintenance Manager  
Kathy Lloyd, Circuit Court Administrator  
Christy Blakemore, Circuit Clerk

Attachment: Bid Tabulation

RFB 33-11AUG14 County Courthouse Lobby Alterations

Bid Closing: August 15, 2014 2:00 pm

<i>SECTION I</i>	Five Oaks Associates, L.L.C.-Centralia, Mo	GBH Builders, Inc.- Jefferson City, Mo	McAfee Construction, Inc.- Columbia, Mo
<b>Base Bid-</b>			
County Clerk's Vestibule, LUMP SUM	\$64,400.00	\$61,685.00	\$81,801.00
Project Completion	75 days ARO	70 days ARO	120 days ARO
List any overnight hours required for project	80 hours	N/A	24 hours
<b>Add/Alternate Bid-</b>			
Court Marshall's Station, LUMP SUM	\$3,800.00	\$6,946.00	\$2,500.00
Project Completion	5 days ARO	same 70 days	120 days ARO
List any overnight hours required for project	10 hours	N/A	8 hours
Overnight hours x staff/hr	90 O.H. x 30.00= 2700	N/A	32 O.H. x 30.00=960
Total cost to County	\$70,900 both bids	\$68,631 both bids	\$85,261 both bids
Overnight hours x staff/hr	80 O.H. x 30.00=2400	N/A	24 O.H. x 30.00=720
Total cost to County	\$66,800 Base Bid	\$61,685 Base Bid	\$82,521 Base Bid
Overnight hours x staff/hr	10 O.H. x 30.00=300	N/A	8 O.H. x 30.00=240
Total cost to County	\$4,100 Add/Alt Bid	\$6,946 Add/Alt Bid	\$2,740 Add/Alt Bid

"No Bid"-

Professional Contractors & Engineers, Inc

Clarification for project

completion- 70 days ARO  
to complete both projects

Clarification for project

completion- 120 days ARO  
to complete both projects

September 8, 2014

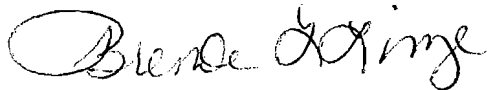
Boone County Purchasing  
613 E. Ash St. Room 111  
Columbia MO 65201

RE: Bond Number: 58686726  
Contractor: GBH Builders, Inc.  
Contract Price: \$686310  
Project: #33-11AUG14 – Boone County Courthouse Lobby  
Alterations

Please accept this letter as your Consent of Surety to date the Performance and Payment Bonds and Powers of Attorney in accordance with the executed contract agreement date.

Sincerely,

**WESTERN SURETY COMPANY**



Brenda L. Linze  
Attorney-in-Fact

Western Surety Company  
P.O. Box 5077  
Sioux Falls SD 57117

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Brenda L. Linze , Individually**

of **Kansas City, MO** its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 58686726  
Principal: GBH Builders, Inc.  
Obligee: Boone County Purchasing

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.

WESTERN SURETY COMPANY



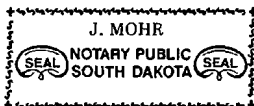
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2014.



WESTERN SURETY COMPANY

I. Nelson  
I. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President; or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## CONTRACT AGREEMENT

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

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

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

**BID NUMBER 33-11AUG14**  
COUNTY COURTHOUSE LOBBY ALTERATIONS  
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document. The contract award is:

**\$68,631.00** for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete County Courthouse Lobby Alterations.

Contractor agrees to complete the above work within **70 days** after receipt of order and upon receipt of Notice to Proceed from the Purchasing Department, and to allow a deduction of \$200 per calendar day from final payment as liquidated damages for each day that completion is delayed beyond this specified completion time.

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

- Introduction and General Conditions of Bidding
- Standard Terms and Conditions
- Instructions to Bidders
- Statement of Bidder's Qualifications
- Insurance Requirements
- Contract Conditions
- Primary Specifications
- Response Presentation and Review
- Addendum #1 (including Revised Response Form)
- Work Authorization Certification
- Debarment Certification
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law Form
- Performance Bond/Labor & Material Payment Bond forms
- Technical Specifications
- Annual Wage Order No. 21

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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



**PERFORMANCE BOND**

Bond #58686726

KNOW ALL PERSONS BY THESE PRESENTS, that we,

GBH Builders, Inc.

3441 North 10 Mile Drive Jefferson City MO 65109

as Principal, hereinafter called Contractor, and Western Surety Company

P.O. Box 5077 Sioux Falls SD 57117

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

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 **Sixty Eight Thousand, Six Hundred Thirty One Dollars and Zero Cents** 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 9-16-14 entered into a Contract with Owner for:

**BID NUMBER 33-11AUG14  
COUNTY COURTHOUSE LOBBY ALTERATIONS  
BOONE COUNTY, MISSOURI**

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

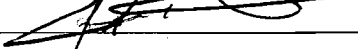
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City MO, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GBH Builders, Inc.

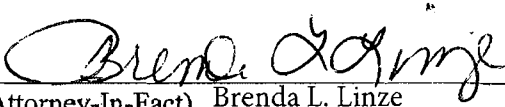
\_\_\_\_\_  
(Contractor)

(SEAL)

BY:   
\_\_\_\_\_  
Western Surety Company

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY:   
\_\_\_\_\_  
(Attorney-In-Fact) Brenda L. Linze

and MO Resident Agent of Surety

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: Deanna Freeman  
Phone Number: 913 661 7754  
Address: 5901 College Blvd Suite 400  
Overland Park, KS 66211

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Brenda L. Linze , Individually**

of Kansas City, MO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 58686726  
Principal: GBH Builders, Inc.  
Obligee: Boone County Purchasing

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



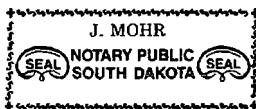
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**LABOR AND MATERIAL PAYMENT BOND**

Bond #58686726

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ GBH Builders, Inc. 3441 North 10 Mile Dr. Jefferson City MO 65109  
as Principal, hereinafter called Contractor, and \_\_\_\_\_  
Western Surety Company P.O. Box 5077 Sioux Falls SD 57117

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ SD \_\_\_\_\_, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of **Sixty Eight  
Thousand, Six Hundred Thirty One Dollars and Zero Cents** (\$68,631.00), 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 9-16-14 entered  
into a contract with Owner for

**BID NUMBER 33-11AUG14  
COUNTY COURTHOUSE LOBBY ALTERATIONS  
BOONE COUNTY, MISSOURI**

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

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

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

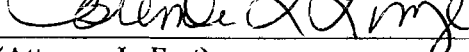
1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
  
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

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

CONTRACTOR GBH Builders, Inc. (SEAL)

BY:  \_\_\_\_\_

SURETY COMPANY Western Surety Company

BY:  \_\_\_\_\_  
(Attorney-In-Fact) Brenda L. Linze

BY: \_\_\_\_\_ and MO Resident Agent of Surety  
(Missouri Representative)

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Brenda L. Linze , Individually**

of Kansas City, MO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 58686726  
Principal: GBH Builders, Inc.  
Obligee: Boone County Purchasing

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

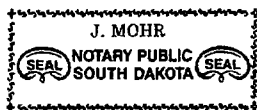
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





**ADDENDUM #1**

Page 1

Issued August 4, 2014

BOONE COUNTY, MISSOURI

Request for Bid #33-11AUG14 – County Courthouse Lobby Alterations

**Closing Date: Friday, August 15, 2014, 2:00 pm**

Addendum #1 is issued in accordance with this Request for Bid and is hereby incorporated into and made a part of the Request for Bid documents.

1. **BID CLOSING DATE** has been extended as noted above.
2. See revised **Architectural Sheets** A-000, A-100, A-200, A-201 and A-202 for information clarifying the Base Bid and Add/Alternate Bid.
  - a. The Base Bid includes all work related to the installation of the County Clerk's Vestibule
  - b. Add/Alternate includes all work related to the Court Marshal Station enclosure to the ceiling above.
3. **The marble base (MB01)** in the courthouse lobby where plans and specifications call for new, needs to match existing material. Color: Brochelle Graystone; Size: ¾" thick x 8" tall. The existing material was purchased from Global Granite in St. Louis, Mo. Telephone (866) 480-4931.
4. **Background checks** will be required of all contractor and subcontractor field personnel assigned to the project. County law enforcement will conduct necessary checks.
5. **Revised Bid Response Form Page 19 & 20:** The week of October 13 through 17, 2014 has been allocated as the most convenient opportunity for delivery and erection of any and all components related to the work.
  - a. Otherwise, coordination with Bob Davidson, Manager of Facilities, will be required for Early Entry Access (5:00am – 7:30am), After Hours (5:30pm – 10:00pm) or Overnight Hours (after 10:00pm – 5:00am).
  - b. Should Bidder determine that Overnight Hours are required, the Bid Response Form shall stipulate the number and sequence of Overnight Hours for the Owner to assess additional costs related to Overnight Supervision. Additional Overnight Hours which exceed the number and sequence quoted on the Bid Response Form shall be deducted from the General Contractor's Contracted Amount at a rate of \$30.00 per each additional hour.
5. See revised Sheet ME1

By:

**Elizabeth Sanders, CPPB**  
**Senior Buyer, Purchasing**

OFFEROR has examined copy of Addendum #1 to **RFB 33-11AUG14 – County Courthouse Lobby Alterations**, receipt of which is hereby acknowledged:

Company Name: GBH Builders, Inc.  
Address: PO Box 945 Jefferson City, MO 65102  
Phone Number: 573-893-3633 Fax Number: 573-893-5847E:mail jake@gbhbuilders.com  
Authorized Representative Signature: [Signature] Date: 8/15/14  
Authorized Representative Printed Name: Jake Hunget

**ATTACHMENTS are included with this Addendum #1**

4. Response Form

- 4.1. Company Name: GBH Builders, Inc.
- 4.2. Address: PO Box 945 City/Zip: Jefferson City, MO 65102
- 4.3. Phone Number: 573-893-3633 Fax: 573-893-5847
- 4.4. E-Mail: jake@gbhbuilders.com
- 4.5. Federal Tax ID: 43-1907601
- 4.6.  Corporation
- 4.6.1.  Partnership – Name \_\_\_\_\_
- 4.6.2.  Individual/Proprietorship – Individual Name \_\_\_\_\_
- 4.6.3.  Other "Specify"- \_\_\_\_\_

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

**SECTION I**

BASE BID:

To furnish all labor, equipment (including mobilization), materials and supplies necessary to complete the work described in this bid document and project plans for the County Clerk's Vestibule.

Written Lump Sum as quoted above: Sixty One Thousand Six Hundred Eighty Five Dollars LUMP SUM: \$ 61,685.00

Bidder agrees to complete the work as described in this bid and for which bidder offers the above lump sum cost for County Clerk Vestibule, within 10 DAYS ARO. Bidder agrees to allow a deduction of \$200 per calendar day from final payment as liquidated damages for each day that completion is delayed beyond above specified completion time.

List any Overnight Hours (after 10:00pm – 5:00pm) for which Bidder determines are needed to complete work for this BASE BID, as described in Item 3 of Addendum #1. N/A

ADD/ALTERNATE BID:

To furnish all labor, equipment (including mobilization), materials and supplies necessary to complete the work described in this bid document and project plans for the Court Marshal Station.

Written Lump Sum as quoted above: Six Thousand Nine Hundred Forty Six Dollars LUMP SUM: \$ 6,946.00

Bidder agrees to complete the work as described in this bid and for which bidder offers the above lump sum cost for Court Marshal Station, within Same 10 DAYS ARO. Bidder agrees to allow a deduction of \$200 per calendar day from final payment as liquidated damages for each day that completion is delayed beyond above specified completion time.

List any Overnight Hours (after 10:00pm – 5:00pm) for which Bidder determines are needed to complete work for this ADD/ALT BID, as described in Item 3 of Addendum #1. N/A



REVISED 8-4-14

Provide details on warranties offered for all materials proposed and labor (workmanship) for the project (base bid and add/alternate). Manufacturer's warranties should be included along with any warranty offered by bidder.

1 Year

**SECTION II**

**Subcontracting:** If bidder proposes to use subcontractors for this project, list the name(s) of the firm(s) and the work to be assigned:

Charles J. Proctor - Meyer Electric - Hullett Hulse  
Kornse Glass - Superior Materials - S/B Paving - Roy A. Schepke Const

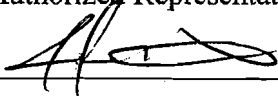
**SECTION III**

**Validity of Bids:** In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

**Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the County considers the most advantageous. The County awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

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

Authorized Representative (Sign by Hand):

 Date: 8/15/14

Print Name of Authorized Representative: Jake Hunget

Title: President



**General Contractors**

August 18, 2014

Boone County Purchasing  
613 E. Ash St.  
Columbia, MO 65201  
Attn: Elizabeth Sanders

Re: RFB #33-11AUG14 County Courthouse Lobby Alterations

Ms. Sanders,

Please find the following clarifications:

- 1) Project Completion for Base Bid only: 70 days ARO  
Project Completion for Alternate only: 70 days ARO  
Project Completion for both Base Bid & Alternate: 70 days ARO
  
- 2) We will not plan to work between the hours of 10:00 pm and 5:00 am. We feel the project can be completed outside of those hours.

Please let us know if you have any additional questions related to the bid.

Thank You,

A handwritten signature in black ink, appearing to read "Jake Hunget", is written over a horizontal line.

Jake Hunget  
GBH Builders, Inc.

**PO Box 945  
Jefferson City, MO 65102  
Phone: 573/893-3633 - Fax: 573/893-5847**

(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.

Jake Hunget - President

\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

8/15/14

\_\_\_\_\_  
Date





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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

Company ID Number: 194713

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

Name: **Carmen B Craddock**  
Telephone Number: **(573) 893 - 3633** Fax Number: **(573) 893 - 5847**  
E-mail Address: **carmen@gbhbuilders.com**

Name: **Pamela S Neugebauer**  
Telephone Number: **(573) 893 - 3633** Fax Number: **(573) 893 - 5847**  
E-mail Address: **pamscheperleconst@embarqmail.com**

**BOONE COUNTY  
REQUEST FOR BID 33-11AUG14**

**BOONE COUNTY COURTHOUSE LOBBY ALTERATIONS**



PURCHASING DEPARTMENT  
MELINDA BOBBITT, CPPO, CPPB  
PURCHASING DIRECTOR  
613 E. ASH STREET  
COLUMBIA, MO 65201

Elizabeth Sanders, CPPB  
Senior Buyer  
Point-of-Contact

Daniel K. Atwill  
Presiding Commissioner

REQUEST FOR BID #33-11AUG14  
CLOSING DATE: 2:00 pm, CST, Monday, August 11, 2014



**Boone County Purchasing**  
**Elizabeth Sanders, CPPB**  
613 E. Ash St, Room 111  
Columbia, MO 65201  
[lsanders@boonecountymo.org](mailto:lsanders@boonecountymo.org)  
573-886-4393 Fax: 573-886-4390



**REQUEST FOR BID (RFB)**

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

Bid Number: **33-11AUG14**  
Commodity Title: **Boone County Courthouse Lobby Alterations**

***Pre-Bid Conference***

Day/Date: **Wednesday, July 30, 2014**  
Time: **10:00 a.m., CT**  
Location: Boone County Annex Conference Room  
613 East Ash Street  
Columbia, Mo 65201

***Bid Submission Address and Deadline***

Day / Date: **Monday, August 11, 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 7<sup>th</sup> Street and Ash Street.

***Bid Opening***

Day / Date: **Monday, August 11, 2014**  
Time: **2:00 P.M.**  
Location / Address: Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, Mo 65201

***Bid Contents***

Notice to Bidders  
NOTICE – Insurance and bonding requirements  
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 Forms and 'No Bid' Response Form  
Attachments: E-Verify- House Bill 1549  
Work Authorization Certification & Affidavits  
Debarment Certification & Affidavits (OSHA, Prevailing Wage)  
Samples of Bonds  
Technical Specifications, MWE Project #14039  
Prevailing Wage Order No. 21

## NOTICE TO BIDDERS

### Boone County Request for Bid Number: 33-11AUG14 Boone County Courthouse Lobby Alterations

Boone County Purchasing Department will accept bids for the furnishing of all equipment, material, and labor necessary to provide Lobby Alterations to the Boone County Courthouse.

#### **PRE-BID MEETING AND PRE-BID SITE TOUR:**

A Pre-Bid Meeting followed by Site Tour is scheduled for Wednesday, July 30, 2014 at 10:00 a.m. Central Time. The Pre-Bid Meeting will be held in the Boone County Annex Conference Room, 613 E. Ash St, Columbia, Mo 65201, followed by tour of work site at County Courthouse. Attendance is highly encouraged as review of the work site any other time will only be by appointment through Facilities Maintenance.

#### **BID TIME, DATE AND RECEIVING LOCATION:**

Sealed bids will be accepted until 2:00 p.m. local time on Monday, August 11, 2014 at the Boone County Annex Building, 613 East Ash Street, Purchasing Office, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender/bidder unopened.

**Bids will be publicly opened after 2:00 p.m. on Monday, August 11, 2014, in the Boone County Annex Conference Room, 613 East Ash Street, Columbia, Missouri 65201.**

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not and also reserves the right to reject any and all bids or waive any informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

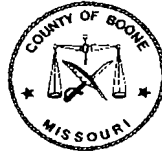
The State of Missouri Prevailing Wage Order #21 can be viewed and downloaded from [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing). If you cannot view/download this prevailing wage, contact Boone County purchasing, located at 613 East Ash Street, Room 111, Columbia, Missouri 65201, telephone (573) 886-4393, or fax (573) 886-4390 for copy.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds or race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantaged Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Bid Responses must be on forms provided and all unit price bids, extensions and totals provided thereon shall be completed fully.

Bid documents and project plans may be obtained from American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, MO 65203, by calling (573) 446-7768, and on payment of a **non-refundable fee of \$50.00** payable to American Document Solutions in the form of check or money order. A plan holder's list is available for viewing at <http://planroom.adsmo.net>.

**END OF SECTION**



## **NOTICE**

**THIS DOCUMENT CONTAINS INFORMATION ON INSURANCE AND BONDING REQUIREMENTS, AS WELL AS BID INFORMATION**

Minimum insurance requirements, Performance bond and Labor & Material Payment bond are required to execute the final contract for this project.

Please verify with your insurance and bonding providers, prior to submitting a bid for this project, that your company will be able to fulfill these requirements, should you be offered a contract.

### **REMINDER to submit with your bid:**

A 5% Bid Bond is required to be submitted as part of your bid response in order to be considered responsive. This bid bond must be in an amount of not less than 5% of the total bid amount, and submitted to the Purchasing Department prior to the Bid Closing date and time. Bid bond must be issued by a surety company authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within thirty (30) days at the price bid, if accepted by the County.

1. **Introduction and General Conditions of Bidding**

**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.

**DEFINITIONS**

**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.

**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.

**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.

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

**BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. If an addendum is required, 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. For questions concerning these specifications or the bid process, bidders should contact Elizabeth Sanders, CPPB, Senior Buyer, 613 E. Ash Street, Room 111, Columbia, Mo 65201. Telephone (573) 886-4393; Fax (573) 886-4390; Email: [lsanders@boonecountymo.org](mailto:lsanders@boonecountymo.org)

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**PAYMENT** – Payment will be made within 30 days of receipt of correct and valid invoice, as well as completed affidavits as applicable, and all work having been completed and accepted by Boone County's designated representative for the project. The Contractor must reference the project number on any or all invoices, and must only include charges against prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. Invoice(s) should be submitted to Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, Mo 65201.

**DELIVERY** – Bidders' quoted costs for this project shall include all shipping and delivery charges, FOB Destination to Boone County Courthouse, 801 E. Walnut St, Columbia, Mo 65201 with seller paying and bearing freight charges.

**DESIGNEE(S)** – Boone County Facilities Maintenance, 613 E. Ash St, Room 107, Columbia, MO 65201.

**EVALUATION AND AWARD** – 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 County's judgment the Contract selected is determined to offer the best overall solution for the current and anticipated needs at the lowest possible cost.

**Standard Terms and Conditions**

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

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

## 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.**

Each bidder must submit, as part of their bid response, a 5% Bid Bond in order to be considered responsive. This bid bond shall guarantee good faith on the part of the Bidder, to enter into contract with Boone County within thirty (30) days of Notice of Award, at the prices quoted, if accepted by the County. Bid bond must be in an amount not less than 5% of the total bid amount, and submitted to Purchasing Department prior to the Bid Closing date and time. Bond must be issued by a surety company authorized to conduct business in the state of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

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:** Successful Bidder shall provide the County with a Performance Bond and a Labor & Material Payment Bond for this project. 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. 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.

Work performed against this contract will 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. 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 Wednesday, July 23, 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.

Please submit one original, and three 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 and return the following forms. Omissions or irregularities may cause bid rejection.

1. Any addenda issued by Boone County (return addenda signed)
2. 5% Bid Bond
3. Completed Statement of Bidder's Qualifications
4. Completed Response Forms with signatures
5. Completed Debarment Form
6. Completed Work Authorization Certification
7. E-Verify Memorandum of Understanding
8. Completed Affidavit of Compliance with OSHA

## 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 two years for work similar in scope to that described in this bid, including value of each.  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

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

**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 - Employee's Liability and Worker's Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, 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 \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the 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.

## CONTRACT CONDITIONS

**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.

**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 Facilities Maintenance Department.

"Designee" shall mean 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 Department Designee 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 Department Designee. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** Partial payment for delivered items or quantities of a bid may be made by Boone County except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the County Department Designee to which the items were furnished, and the Director of Purchasing.

The Contractor shall, by affidavit, submit to the Department Designee a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied 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.

**LIEN WAIVERS:** Prior to the release of contract amount, contractor shall file with the County the following:

- a) An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- b) Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
- c) Lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.

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 unless specifically noted in these bid documents, 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 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, certified copies of labor payrolls and statements of compliance (Form WH-347) for each week that work is in progress. 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 any 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 as indicated below), whether initially or as a substitute, against whom Owner 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 Subcontractors, 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 if Contractor has submitted a list thereof in accordance with the project Specifications, Owner'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 of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner 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**

**SCOPE OF WORK** – Boone County, hereinafter referred to as “County”, seeks bids from qualified vendors for furnishing all labor, materials, equipment, incidentals to complete work as described in these bid documents and project plans for the BOONE COUNTY COURTHOUSE LOBBY ALTERATIONS. Details of project are described further in the specifications/plans.

**Warranties** – Bidder shall provide manufacturer’s warranties for materials used in this project as applicable and as described in the specifications.

**Work Schedule** – Successful bidder will have from October 13 through October 17, 2014 to perform **onsite** work, including installation, final inspections, etc required to complete the project. Work schedule will be coordinated with Boone County Designee. Any deviation from the dates/times scheduled shall be approved by the Boone County Designee.

**Inspection** – Upon completion of the project, an inspection shall be made by the Boone County Designee to ascertain work has been completed according to specifications.

**Cleanup and Damage Repair** – Existing items, structures or areas damaged during the course of construction work to be repaired/restored to a condition equal or better than it was before commencement of work.

**Special Instructions** –

*Bidders* shall be responsible for familiarizing themselves with the work site and all conditions surrounding the work so that any discrepancies between the bid specifications and the site are included in the bid.

*Except* as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, and services necessary for proper execution and completion of work.

*Secure* and pay for, as necessary for proper execution and completion of work and as applicable at the time of receipt of bids, permits, government fees, taxes, and licenses. *Contractor is not required to obtain City of Columbia permit, but is required to obtain a Boone County Building permit (which will be issued at no-cost).* Contractor shall schedule project inspections as required.

*Promptly* submit written notice to Boone County Designee and Engineer of observed variance of contract documents from legal requirements. Assume responsibility for work known to be contrary to such requirements, without notice.

*Contractor* must provide all Material Safety Data Sheets prior to use of any hazardous material on the site.

*Comply* with national, state, and local codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of the work.

*Contractor* to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.

*Contractor* shall be required to remove all waste and debris and leave site neat and clean at the end of each work day.

*Contractor* shall provide appropriate warning signs during the project to ensure public safety.

*Contractor* to provide shop drawings or other such submittals for equipment and/or materials as the Boone County Designee and Engineer may require for review. This review must take place before construction begins.

*Contractor* shall submit requests for substitutions in writing to the Boone County Designee.

*“Record”* drawings shall be provided by the Contractor if installation deviates from the original layout.

*Contractor* shall maintain a careful and complete record of all items installed including exact sizes and locations and upon completion of work turn over to the County a complete set of ‘reproducible’ drawings of his work.

*The entire* installation shall be performed by licensed Contractors.

**Contractor Use of Premises** – Limit use of site and premises to allow following:

Storage of contractor’s material, equipment, and tools is limited to primary area of construction activity, as determined by County Designee.

Access to site is limited to locations determined by County Designee.

Limit construction operations to areas noted in bid documents.

Restrict construction activity to hours determined by County Designee.  
Minimize disruption and inconvenience to public's use of adjacent areas.  
Do not obstruct existing access and egress from adjacent site facilities.  
Tobacco Policy: County prohibits use of tobacco products in its facilities and on its property.  
Contractor to enforce policy with contractor's employees and subcontractors.

**PRE-BID CONFERENCE** – A pre-bid conference is scheduled for Wednesday, July 30, 2014 at 10:00 a.m. in the Boone County Annex Conference Room, located at 613 East Ash Street, Columbia, Mo 65201. At end of the conference, a review of the work site in the county courthouse lobby will be conducted. Bidders are strongly encouraged to attend this meeting as the specifications and project plans will be discussed, as well as a walk through of the work site. **Review of the work site at any other time will only be allowed by appointment with the County's project Designee.** Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

**PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. 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 current Wage Order #21 is included for this project. 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. *After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with owner a completed Affidavit for Compliance with Prevailing Wage 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.*

**SALES/USE TAX EXEMPTION-** County will provide the Contractor with a Missouri Tax Exemption letter for Boone County, Missouri and a 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. If 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.

**WARRANTY & GUARANTEE-** Contractor warrants and guarantees to Owner 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 Owner, 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 County Department Designee, 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**

**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 with bid response manufacturer's published specifications for the items/materials requested in the bid specifications.

**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.

**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](http://www.showmeboone.com).

**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 view any Response.

**PRE-BID CONFERENCE** - The pre-bid conference will be held on Wednesday, July 30, 2014 at 10:00 a.m. CT at the Boone County Annex Conference Room, 613 E. Ash St, Columbia, Mo 65201. Bidders are strongly encouraged to attend this meeting as the bid specifications and plans will be discussed and a review of the work site will be conducted. **Review of the work site at any other time will only be allowed by appointment with the County's project Designee.**

**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.

**RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

**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.

**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.

**Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.

**Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

**Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_
- 4.3. Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_
- 4.4. E-Mail: \_\_\_\_\_
- 4.5. Federal Tax ID: \_\_\_\_\_
- 4.6. ( ) Corporation
- 4.6.1. ( ) Partnership – Name \_\_\_\_\_
- 4.6.2. ( ) Individual/Proprietorship – Individual Name \_\_\_\_\_
- 4.6.3. ( ) Other “Specify”- \_\_\_\_\_

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

**SECTION I**

BASE BID:

To furnish all labor, equipment (including mobilization), materials and supplies necessary to complete the work described in this bid document and project plans for the County Clerk’s Vestibule.

**LUMP SUM: \$** \_\_\_\_\_

(Written Lump Sum quoted above)

Bidder agrees to complete the work as described in this bid and for which bidder offers the above lump sum cost for County Clerk Vestibule, within \_\_\_\_\_ **DAYS ARO**. This quoted completion turnaround shall include those dates specified in the Primary Specifications herein for onsite work at County Courthouse. Bidder further agrees to allow a deduction of **\$200** per calendar day from final payment as liquidated damages for each day that completion is delayed beyond above specified completion time.

ADD/ALTERNATE BID:

To furnish all labor, equipment (including mobilization), materials and supplies necessary to complete the work described in this bid document and project plans for the Court Marshal Station.

**LUMP SUM: \$** \_\_\_\_\_

(Written Lump Sum quoted above)

Bidder agrees to complete the work as described in this bid and for which bidder offers the above lump sum cost for Court Marshal Station, within \_\_\_\_\_ **DAYS ARO**. This quoted completion turnaround shall include those dates specified in the Primary Specifications herein for onsite work at County Courthouse. Bidder further agrees to allow a deduction of **\$200** per calendar day from final payment as liquidated damages for each day that completion is delayed beyond above specified completion time.

Provide details on warranties offered for all materials proposed and labor (workmanship) for the project (base bid and add/alternate). Manufacturer's warranties should be included along with any warranty offered by bidder.

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**SECTION II**

**Subcontracting:** If bidder proposes to use subcontractors for this project, list the name(s) of the firm(s) and the work to be assigned: \_\_\_\_\_

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**SECTION III**

**Validity of Bids:** In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

**Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the County considers the most advantageous. The County awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

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

Authorized Representative (Sign by Hand):

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

Print Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_



***“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: 33-11AUG14 – BOONE COUNTY COURTHOUSE LOBBY ALTERATIONS**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

## 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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

**(Please complete and return with 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





# 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: \_\_\_\_\_  
\_\_\_\_\_



**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





FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

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

\_\_\_\_\_ (Project Title and Project Number)

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

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

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



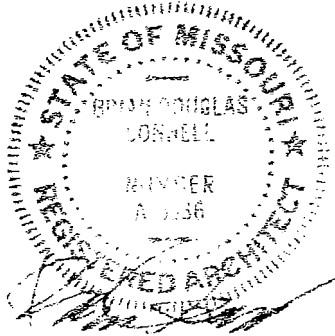
# Boone County Courthouse – Lobby Alterations

801 E. Walnut  
Columbia, MO 65201

MWE Project # 14039

Architectural:  
Connell Architecture  
One East Broadway, Suite C  
Columbia, MO 65203

Engineering:  
Malicoat-Winslow Engineers, P.C.  
5649 N. Clearview Road  
Columbia, MO 65202



7-1-14



7-1-14

July 1, 2014

PREPARED BY  
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## SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Interior standing and running trim.
  - 2. Interior wood frames and wood jambs.
  - 3. Wood paneling.
  - 4. Shop finishing of interior woodwork.

#### 1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

#### 1.4 SUBMITTALS

- A. Product Data: For panel products finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
  - 1. Show details full size.
  - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
  - 3. Show locations and sizes of cutouts and holes for glazing and electrical items installed in architectural woodwork.
- C. Samples for Initial Selection:
  - 1. Shop-applied transparent finishes.
- D. Samples for Verification:
  - 1. Lumber with or for transparent finish, not less than 5 inches (125 mm) wide by 24 inches (600 mm) long, for each species and cut, finished on 1 side and 1 edge.

2. Veneer leaves representative of and selected from flitches to be used for transparent-finished woodwork.
3. Veneer-faced panel products with or for transparent finish, 12 by 24 inches (300 by 600 mm), for each species and cut. Include at least one face-veneer seam and finish as specified.
4. Lumber and panel products with shop-applied opaque finish, 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels, for each finish system and color, with 1/2 of exposed surface finished.
5. Corner pieces as follows:
  - a. Miter joints for standing trim.

## 1.5 QUALITY ASSURANCE

### A. Manufacturer Qualifications:

1. Member in good standing of International Surfaces Fabrication Association (ISFA).
2. Provider of fabricator and installer training.

### B. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

### C. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of interior architectural woodwork and transparent-finished wood doors that are required to be of same species as woodwork.

### D. Quality Standard: Unless otherwise indicated, comply with AWT's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

### E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

### F. Preinstallation Conference: Conduct conference at Project site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

## 1.7 PROJECT CONDITIONS

- A. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

#### 1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.
- B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Division 08 Section "Door Hardware (Scheduled by Describing Products)" to fabricator of architectural woodwork; coordinate Shop Drawings and fabrication with hardware requirements.

#### 1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace countertop components that exhibit material failure within specified warranty period.
  1. Warranty Period: 15 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 WOODWORK FABRICATORS

- A. Fabricators: Subject to compliance with requirements, provide interior architectural woodwork by one of the following:

#### 2.2 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish: White oak, rift sawn or cut.
- C. Wood Products: Comply with the following:
  1. Hardboard: AHA A135.4.
  2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
  3. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

2.4 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Premium-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
  - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.
- E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
  - 1. Seal edges of openings in countertops with a coat of varnish.
- F. Install glass to comply with applicable requirements in Division 08 Section "Glazing" and in GANA's "Glazing Manual." For glass in wood frames, secure glass with removable stops.

2.5 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of Work.
- C. For trim items wider than available lumber, use veneered construction. Do not glue for width.
- D. For rails wider or thicker than available lumber, use veneered construction. Do not glue for width or thickness.
- E. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.
- F. Assemble casings in plant except where limitations of access to place of installation require field assembly.
- G. Assemble moldings in plant to maximum extent possible. Miter corners in plant and prepare for field assembly with bolted fittings designed to pull connections together.

2.6 INTERIOR FRAMES AND JAMBS FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building.

2.7 STILE AND RAIL PANELING

- A. Grade: Premium.
- B. Wood Species and Cut: To match existing.
  - 1. Lumber Trim and Edges: Trim and edges indicated as solid wood.
- C. Matching of Adjacent Veneer Leaves: Match existing.
- D. Vertical Panel-Matching Method: Continuous match; veneer leaves of upper panels are continuations of veneer leaves of lower panels.

2.8 SHOP FINISHING

- A. Grade: Provide finishes of same grades as items to be finished.
- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.



- C. General: Shop finish transparent-finished interior architectural woodwork at fabrication shop as specified in this Section. Refer to Division 09 painting Sections for finishing opaque-finished architectural woodwork.
- D. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
  - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces. Concealed surfaces of plastic-laminate-clad woodwork do not require backpriming when surfaced with plastic laminate, backing paper, or thermoset decorative panels.
- E. Transparent Finish:
  - 1. Grade: Premium.
  - 2. AWI Finish System: Conversion varnish.
  - 3. Staining: Match existing.
  - 4. Wash Coat for Stained Finish: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
  - 5. Filled Finish for Open-Grain Woods: After staining (if any), apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.
    - a. Apply wash-coat sealer after staining and before filling.
  - 6. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

#### 3.2 INSTALLATION

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.

- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Scarf running joints and stagger in adjacent and related members.
  - 1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
  - 2. Install wall railings on indicated metal brackets securely fastened to wall framing.
  - 3. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches (3 mm in 2400 mm).
- G. Paneling: Anchor paneling to supporting substrate with concealed panel-hanger clips, splined connection strips. Do not use face fastening, unless covered by trim.
  - 1. Install flush paneling with no more than 1/16 inch in 96-inch (1.5 mm in 2400-mm) vertical cup or bow and 1/8 inch in 96-inch (3 mm in 2400-mm) horizontal variation from a true plane.
- H. Refer to Division 09 Sections for final finishing of installed architectural woodwork not indicated to be shop finished.

### 3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.
3. Factory fitting flush wood doors to frames and factory machining for hardware.

##### B. Related Requirements:

1. Section 088000 "Glazing" for glass view panels in flush wood doors.

#### 1.2 ACTION SUBMITTALS

##### A. Product Data: For each type of door.

##### B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.
2. Dimensions and locations of mortises and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Requirements for veneer matching.
6. Doors to be factory finished and finish requirements.

#### 1.3 INFORMATIONAL SUBMITTALS

##### A. Quality Standard Compliance Certificates: AWI Quality Certification certificate.

#### 1.4 QUALITY ASSURANCE

##### A. Manufacturer Qualifications: A qualified manufacturer that is a certified participant in AWT's Quality Certification Program.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

##### A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Algoma Hardwoods, Inc.
2. Ampco.
3. Chappell Door Co.
4. Eggers Industries.
5. General Veneer Manufacturing Co.
6. Graham Wood Doors; an Assa Abloy Group company.
7. Haley Brothers, Inc.
8. Ipik Door Company.
9. Lambton Doors.
10. Marlite.
11. Marshfield Door Systems, Inc.
12. Mohawk Doors; a Masonite company.
13. Oshkosh Door Company.
14. Poncraft Door Company.
15. Vancouver Door Company.
16. VT Industries, Inc.
17. OR APPROVED EQUAL

## 2.2 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with AWT's, AWMAC's, and WT's "Architectural Woodwork Standards."
  1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
- C. WDMA I.S.1-A Performance Grade:
  1. Extra Heavy Duty: Vestibule Entry and Exit Doors.
- D. Structural-Composite-Lumber-Core Doors:
  1. Structural Composite Lumber: WDMA I.S.10.
    - a. Screw Withdrawal, Face: 700 lbf (3100 N).

## 2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors :
  1. Grade: Premium, with Grade AA faces.
  2. Species: White oak.
  3. Cut: Plain sliced (flat sliced).
  4. Match between Veneer Leaves: Pleasing match.
  5. Assembly of Veneer Leaves on Door Faces: Running match.
  6. Core: Either glued wood stave or structural composite lumber.

7. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.

## 2.4 LIGHT FRAMES AND LOUVERS

- A. Wood-Veneered Beads for Light Openings: Manufacturer's standard wood-veneered noncombustible beads matching veneer species of door faces.

## 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  1. Comply with NFPA 80 requirements for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied.
- C. Openings: Factory cut and trim openings through doors.
  1. Light Openings: Trim openings with moldings of material and profile indicated.
  2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

## 2.6 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors that are indicated to receive transparent finish.
- C. Transparent Finish:
  1. Grade: Premium.
  2. Finish: AWT's, AWMAC's, and WI's "Architectural Woodwork Standards" System 5, conversion varnish
  3. Staining: Match Existing.
  4. Sheen: Satin.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."

- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

END OF SECTION 081416

## SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.
  - 2. Electrified door hardware.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Details of electrified door hardware.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Other Action Submittals:
  - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
    - a. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
    - b. Content: Include the following information:
      - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
      - 4) Description of electrified door hardware sequences of operation and interfaces with other building control systems.

#### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

- B. Source Limitations: Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- C. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- D. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- E. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
  - 2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
  - 3. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.

#### 1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.

### PART 2 - PRODUCTS

#### 2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.



- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
  2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

## 2.2 HINGES

### A. Hinges: BHMA A156.1.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
  - a. Baldwin Hardware Corporation.
  - b. Bommer Industries, Inc.
  - c. Cal-Royal Products, Inc.
  - d. Hager Companies.
  - e. IVES Hardware; an Ingersoll-Rand company.
  - f. Lawrence Hardware Inc.
  - g. McKinney Products Company; an ASSA ABLOY Group company.
  - h. PBB, Inc.
  - i. Stanley Commercial Hardware; Div. of The Stanley Works.

## 2.3 OPERATING TRIM

### A. Operating Trim: BHMA A156.6; brass, unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
  - a. Burns Manufacturing Incorporated.
  - b. Don-Jo Mfg., Inc.
  - c. Forms + Surfaces.
  - d. Hager Companies.
  - e. Hiawatha, Inc.
  - f. IVES Hardware; an Ingersoll-Rand company.
  - g. Rockwood Manufacturing Company.
  - h. Trimco.

## 2.4 AUXILIARY ELECTRIFIED DOOR HARDWARE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
  - 1. DynaLock Corp.
  - 2. GE Security, Inc.
  - 3. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
  - 4. Schlage Commercial Lock Division; an Ingersoll-Rand company.
  - 5. Securitron Magnalock Corporation; an ASSA ABLOY Group company.
  - 6. Security Door Controls.

## 2.5 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  - 2. Fire-Rated Applications:
    - a. Wood or Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
      - 2) Strike plates to frames.
      - 3) Closers to doors and frames.
    - b. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Closers to doors and frames.
  - 3. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
  - 4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## 2.6 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
- B. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- C. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- D. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- E. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
  - 1. Configuration: Provide one power supply for each door opening with electrified door hardware.
- F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- G. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
- H. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.2 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Owner will engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

3.3 DOOR HARDWARE SCHEDULE

Door Hardware	Set No. 1			
Locations:	Doors: 01, 02			
Qty.	Item	Manufacturer	Product	Finish
3 each	Hinges	Hager	BB1279 4-1/2" x 4 1/2"	US26D
1 each	Door Bottom	Pemko	420APKL	US26D
1 each	Push Plate	Rockwood	4" x 16"	US26D
1 each	Pull Plate	Rockwood	4" x 16"	US26D
1 each	Door Opener	LCN	4820	US26D

END OF SECTION 087100

## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
  - 1. Doors.
  - 2. Interior borrowed lites.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches (300 mm) square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

#### 1.3 QUALITY ASSURANCE

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

#### 1.4 WARRANTY

- A. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: Five years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 GLASS PRODUCTS, GENERAL

- A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
- B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

### 2.2 GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

### 2.3 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written recommendations.
  2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
  3. Interlayer Color: Clear unless otherwise indicated.
  4. Construction: Laminate glass with one of the following to comply with interlayer manufacturer's written recommendations:

a. Polyvinyl butyral interlayer.

5. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
6. Interlayer Color: Clear unless otherwise indicated.

## 2.4 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual seal.
2. Spacer: Manufacturer's standard spacer material and construction

## 2.5 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
4. Sealants used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

## 2.6 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.7 INSULATING-GLASS TYPES

A. Glass Type [GL-1]: Ultraclear insulating glass at TRANSOM UNITS ONLY.

1. Overall Unit Thickness: 1 inch (25 mm).
2. Thickness of Each Glass Lite: 1/4"
3. Outdoor Lite: Ultraclear heat-strengthened float glass.
4. Interspace Content: Air.
5. Indoor Lite: Ultraclear heat-strengthened float glass.
6. Provide safety glazing labeling.

2.8 INSULATING-LAMINATED-GLASS TYPES

A. Glass Type [GL-2]: Clear insulating laminated glass.

1. Overall Unit Thickness: 1 inch (25 mm)] [3/4 inch (19 mm).
2. Thickness of Outdoor Lite: 1/4".
3. Outdoor Lite: Clear laminated glass with two plies of heat-strengthened float glass.
  - a. Thickness of Each Glass Ply: 1/8".
  - b. Interlayer Thickness: 0.060 inch (1.52 mm).
4. Interspace Content: Air.
5. Indoor Lite: Clear laminated glass with two plies of heat-strengthened float glass.
  - a. Thickness of Each Glass Ply: 1/8".
  - b. Interlayer Thickness: 0.060 inch (1.52 mm).
6. Low-E Coating: None.
7. Provide safety glazing labeling.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.



- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

### 3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.3 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 088000

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Field quality-control reports.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Acoustical Panel Standard: Comply with ASTM E 1264.
- B. Metal Suspension System Standard: Comply with ASTM C 635.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

## 2.2 ACOUSTICAL PANELS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Armstrong World Industries, Inc.
  2. CertainTeed Corp.
  3. Chicago Metallic Corporation.
  4. Tectum Inc.
  5. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Classification: Cirrus, High –NRC, 24” x 24” panel.
- C. Color: White.
- D. NRC: 0.75, Type E-400 mounting according to ASTM E 795.
- E. Edge/Joint Detail: Reveal sized to fit flange of exposed suspension-system members.
- F. Thickness: 1 inch (25 mm).
- G. Modular Size: 24 by 24 inches (610 by 610 mm)

## 2.3 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product: Subject to compliance with comparable product by one of the following:
1. Armstrong World Industries, Inc.
  2. CertainTeed Corp.
  3. Chicago Metallic Corporation.
  4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 9/16-inch- (15-mm-) wide metal caps on flanges.
1. Structural Classification: Intermediate-duty system.
  2. Face Design: Flat, flush.
  3. Cap Material: Steel or aluminum cold-rolled sheet.
  4. Cap Finish: Painted white
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.
  - 1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

END OF SECTION 095113

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Wood.
  - 2. Gypsum board.

#### 1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Colors: Match Existing.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50.

2.4 WATER-BASED PAINTS

- A. Latex, Interior, (Gloss Level 3):[ MPI #52.]
- B. Latex, Interior, High Performance Architectural, (Gloss Level 4):[ MPI #140.]

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
  - 2. Gypsum Board: 12 percent.
  - 3. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.



3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including wood trim, architectural woodwork.
  - 1. Latex System:
    - a. Prime Coat: Primer, latex, for interior wood[, MPI #39].
    - b. Intermediate Coat: Latex, interior, matching topcoat.
    - c. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
- B. Gypsum Board and Plaster Substrates:
  - 1. Latex System:
    - a. Prime Coat: Latex, interior, matching topcoat.
    - b. Intermediate Coat: Latex, interior, matching topcoat.
    - c. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].

END OF SECTION 099123

## SECTION 099300 - STAINING AND TRANSPARENT FINISHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes surface preparation and application of wood finishes.
  - 1. Interior Substrates:
    - a. Dressed lumber (finish carpentry).
    - b. Exposed wood panel products.

#### 1.2 DEFINITIONS

- A. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples: For each type of finish system and in each color and gloss of finish indicated.
- C. Product List: For each product indicated, include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the product proposed for use highlighted.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Stains and Transparent Finishes: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

#### 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each finish system indicated and each color selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each type of finish system and substrate.

- a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
  - b. Other Items: Architect will designate items or areas required.
2. Final approval of stain color selections will be based on mockups.
    - a. If preliminary stain color selections are not approved, apply additional mockups of additional stain colors selected by Architect at no added cost to Owner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  1. Provide materials for use within each finish system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a finish system, provide products recommended in writing by manufacturers of topcoat for use in finish system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
  1. Clear Wood Finishes, Varnishes: VOC not more than 350 g/L.
  2. Shellacs, Clear: VOC not more than 730 g/L.
  3. Stains: VOC not more than 250 g/L.
  4. Primers, Sealers, and Undercoaters: 200 g/L.
- D. Low-Emitting Materials: Interior stains and finishes shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- E. Stain Colors: Match Existing.

### 2.2 WOOD FILLERS

- A. Wood Filler Paste:[ MPI #91.]

### 2.3 PRIMERS AND SEALERS

- A. Alkyd, Sanding Sealer, Clear:[ MPI #102.]
- B. Shellac:[ MPI #88.]

2.4 STAINS

- A. Stain, Semi-Transparent, for Interior Wood:[ MPI #90.]

2.5 POLYURETHANE VARNISHES

- A. Varnish, Interior, Polyurethane, Oil-Modified, Satin (Gloss Level 4):[ MPI #57.]

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
  - 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
  - 1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
  - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 INTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood substrates, nontraffic surfaces, including wood trim, architectural woodwork, doors, windows, and wood-based panel products.
  - 1. Water-Based Varnish over Stain System:
    - a. Stain Coat: Stain, semi-transparent, for interior wood[, MPI #90].
    - b. First Intermediate Coat: Water-based varnish matching topcoat.
    - c. Second Intermediate Coat: Water-based varnish matching topcoat.
    - d. Topcoat: Varnish, water based, clear, satin (Gloss Level 4)[, MPI #128].

END OF SECTION 099300

DIVISION 15000  
SECTION 15200  
FIRE PROTECTION

PART I - GENERAL

1.01 Drawings and general provisions of contract including General and Supplementary Conditions and Division 1 Specification Sections apply to this section.

1.02 Work Included

A. Automatic Sprinkler System

B. This specification for the fire protection work is intended to be a performance type specification for the furnishing and complete installation of a fire protection automatic wet pipe sprinkler system for complete coverage of the entire remodeled lobby, and to conform to the requirements of NFPA Bulletin 13, 20, and International Building Code. The work shall include the connection to existing sprinkler piping, and all equipment and materials and the complete installation and testing of the automatic sprinkler system to conform with NFPA 13, ISO, International Building Code and as herein specified. Sprinkler system shall be designed for LIGHT HAZARD OCCUPANCY.

1.03 Related Work

A. Painting by Painting Contractor

B. Cutting & Patching by General Contractor.

1.04 Codes & Standards

A. International Building Code

B. NFPA 13

C. ISO

1.05 The contract drawings for fire protection work are in part schematic, intended to convey the scope of work and indicate the general layout, design and arrangement. The Contractor shall follow these drawings in the layout of his work and shall consult general construction drawings, mechanical/electrical drawings and all other drawings for this project to determine all conditions affecting the fire protection work. The contract drawings are not to be scaled and the Contractor shall verify spaces in which the fire

protection work is to be installed. An Autocad drawing with walls, reflected ceiling, grilles, and registers will be provided at the request of the successful bidder.

1.06 Where specific details and dimensions for fire protection work are not shown on the drawings, the Contractor shall take measurements and make layouts as required for the proper installation of the work and coordination with all other work on the project. In case of any discrepancies between the drawings and the specifications that have not been clarified by addendum prior to bidding, it shall be assumed by the signing of the contract that the higher cost (if any difference in costs) is included in the contract price, and the Contractor shall perform the work in accordance with the drawings or with the specifications, as determined and approved by the Architect, and no additional costs shall be allowed by the contract price.

#### 1.07 Quality Assurance

- A. ISO Listing: Provide component materials which have been evaluated and approved by ISO.

### PART II - PRODUCTS

#### 2.01 Piping Materials

- A. Piping inside building shall be Victaulic for sprinkler piping.
- B. Piping shall be sized, in accordance with NFPA 13 and ISO.

#### 2.02 Sprinkler Heads

- A. Sprinkler heads shall be Central or equal by Viking or Reliable.
- B. Installation shall comply with the requirements of NFPA 13 and ISO.
- C. Provide spare sprinkler heads, of the types installed and wrench in an existing steel cabinet. Number of spare sprinkler heads, of each type installed, shall comply with NFPA 13 and ISO.
- D. If additional sprinkler heads are required, (due to obstructions) to provide the coverage as required by NFPA Standards and as hereinbefore specified, then the additional heads shall be furnished and installed, and piping size increased as necessary to comply with the NFPA Standards at no additional cost to the Owner.
- E. Provide chrome plated brass 2-piece escutcheon plate which allows escutcheon installation after ceiling tile is in place.

## 2.03 Escutcheon Plates

- A. Provide escutcheon plates around exposed pipes (pipes not concealed by construction) where they pass thru ceilings, walls or partitions. Plates shall be chromium plated, cast or heavy stamped brass. Secure plates so that they will not pull away from construction when pipe expands and contracts.

## 2.04 Color Banding and Identification of Piping

- A. The Contractor shall provide color banding with legend identification of piping as herein specified. Band colors and identification legends shall be as selected by Owner.
- B. All exposed pipes and all pipes located above accessible ceilings shall have color bands with legends at intervals not to exceed 20 feet apart. Where pipes are located in accessible concealed locations such as shafts, pipe spaces, chases, etc., or wherever access panels are installed at the nearest point of access to the space and in the most conspicuous location. Color bands with legends shall also be located on pipes adjacent to all cut-off valves and adjacent to each pipe of equipment.
- C. Identification legends shall be made of pressure-sensitive vinyl type with background color as scheduled and with plain block or Roman letters in a contrasting color and letters of height as follows: 1/2" high for 1/2" through 1-1/2" pipe size; 3/4" for 1-1/2 and 2" pipe; and 1-1/4" for 2-1/2" through 6' pipe; 2-1/2" for 8" and 10" pipe; and 3-1/2" for over 10" pipe size. If the identification legend tape does not extend completely around pipe and with at least 1/4" overlap, furnish and install a band of matching color, pressure sensitive vinyl tape around pipe at each end of the identification legend tape. These bands shall be installed around the complete circumference of the pipe and shall overlap not less than 1/2" and shall overlap the ends of the identifications legend by 1/2" to 1". Adjacent to each identification legend, furnish and install a pressure-sensitive vinyl arrow marker tape showing the direction of flow.
- D. Where possible, the identification legends shall be installed where they can be easily read from standing on the floor.
- E. Color banding with legend identification shall not be installed until piping has been insulated and painted, for pipes that are to be insulated and painted. Surface of insulation or pipe on which the color banding is to be installed shall be thoroughly clean before installation of banding is made.
- F. Identification legends may be abbreviated from or full lettering, conforming with ANSI Standards A13.1, but identification description shall not be less than shown



in schedule. Markers shall be as manufactured by Seton Name Platre Corporation or Brady, or approved equal.

#### 2.05 Substitutions

- A. All substitutions must be pre-approved by the architect prior to bidding. See Division 1 for substitution process.

### PART III - EXECUTION

#### 3.01 Installation

- A. The mechanics for this work shall cooperate with the mechanics for all other work in the building. The installation of piping and sprinkler heads shall be coordinated with existing conditions and all other construction, including but not limited to, the ductwork, piping, conduits, lighting fixtures, acoustical ceilings, and building structures. Any conflicts that occur with the work of other trades as a result of the lack of coordination by the installers of the fire protection work shall be adjusted at the expense of the fire protection subcontractor and as required and approved by the Architect.
- B. Arrange with Contractors of other trades for installation of built-in items, blocking, and additional necessary supports.

#### 3.02 Sleeves

- A. Sleeves shall be furnished and installed wherever pipe passes through walls, partitions or floors, and the space between the pipe and sleeve shall be packed. Sleeves, packing and installation shall comply with requirements as specified in Section 15100 paragraph 3.15 of the specifications.

#### 3.03 Testing and Piping Systems

- A. All piping shall be tested hydrostatically with 200 psi pressure in accordance with NFPA and ISO. Test pressure shall be maintained on piping system for a period of not less than 2 hours. Test shall be made before piping is painted or concealed in any manner. If leaks occur, they shall be corrected and the system shall be retested for the 2 hour period.

#### 3.04 Record Drawings

- A. *Blueline or blackline copy of Drawings shall be kept by this Contractor at the job site at all times for the sole purpose of recording horizontal and vertical location of all concealed and underground piping, referenced to permanent visible*

structures. At completion of job, neatly record all dimensions on a reproducible drawing and submit for approval of Architect.

END OF SECTION

DIVISION 15000  
SECTION 15300  
HEATING, VENTILATING, AND AIR CONDITIONING

PART I - GENERAL

1.01 Related Documents

- A. Provision of General Requirements, Division 1, are a part of this section.

1.02 Description of Work

- A. The extent of work is shown on drawings, and includes but is not necessarily limited to the following:
  - 1. Ductwork
  - 2. Grilles, Registers, Louvers
- B. Prior to bidding, all Contractors shall visit the site and become familiar with all existing conditions, which will affect construction procedures and scope of work required as part of this Section.

1.03 Related Work

- A. Painting
- B. Cutting and patching

1.04 CODES AND STANDARDS

- A. American Society of Mechanical Engineers
- B. American Society for Testing and Materials
- C. American Society of Heating, Refrigerating and Air Conditioning Engineers.
- D. International Building Code
- E. Sheet Metal and Air Conditioning Contractors National Association.
- F. Underwriter's Laboratories

G. NFPA

H. International Approval Service

## PART II - PRODUCTS

### 2.01 Ductwork

- A. Rectangular - shall be galvanized iron fabricated and installed to SMACNA standards. Provide turning vanes in all 90 degree elbows. Provide all necessary manual volume dampers, turning vanes, volume extractors, etc. as required to properly balance system. Ductwork shall have duct liner insulation. Ductwork in conditioned areas shall have 1/2" duct liner. Number after hyphen in duct size indicates thickness of insulation. Duct sizes have been increased to allow for thickness of insulation. Round - Shall be galvanized iron fabricated and installed to SMACNA standards.
- B. Flexible Duct – Flexmaster #6M Insulated flexible duct. Mylar inner liner, 1" thick fiberglass insulation with seamless aluminized vapor barrier. Maximum length unless otherwise noted shall not exceed 10 feet, and supported maximum 3' o.c.

### 2.02 Duct Liner

- A. Insulate all supply ducts, return ducts, and related fittings with duct liner meeting the requirements of ASTM C1071 as follows:
1. Type I – Flat, in roll form, in thickness of 1/2" to 2" (13mm to 51mm) in 1/2" (13mm) increments. R-value at 1/2" = 2.2, R-value at 1" = 4.2, R-value at 1.5" = 6.3, and R-value at 2" = 8.0. The duct liner shall have an airstream surface treatment.
  2. Type II – Flat, in sheet form, in thicknesses of 1", 1 1/2", and 2" (25mm, 38mm, and 51mm). R-value at 1" = 4.3, R-value at 1.5" = 6.3, and R-value at 2" = 8.7. The duct liner shall have an airstream surface treatment.
- B. Acoustical Performance at 1/2" NRC = 0.85, at 2.0" NRC = 0.95.
- C. Air stream surface of duct liners should have a protective coating applied to a flexible glass mat that includes an EPA-registered anti-microbial agent.

2.03 Grilles and Louvers

- A. Return and transfer grilles shall be fixed deflection and shall be Price or approved equal. All aluminum. Color as selected by Architect.

2.04 Dampers

- A. Manual dampers up to 14" may be single blade. Dampers in ducts over 14" shall be opposed multi-blade with maximum 8" wide blades. Quadrants shall be Duro-Dyne #KP-20 series, or approved equal.

2.05 Substitutions

- A. All substitutions must be pre-approved by the architect prior to bidding. See Division 1 for substitution process.

PART III - EXECUTION

3.01 Manufacturer's Written Installation Instructions

- A. All materials shall be installed as recommended by manufacturer. Nothing in these specifications shall be construed to vary from manufacturer's written installed instructions without written approval from manufacturer.
- B. It shall be the responsibility of this Contractor to coordinate with the other trades for clearance, elevations, etc., before the installation of any material. Where conflicts exist the Architect shall be notified before installing material. Changes required in work specified in this Section caused by neglect to do so shall be made at no cost to the Owner.
- C. Arrange with Contractors of other trades for installation of built-in items, blocking, and additional necessary supports.

3.02 Noise and Vibration

- A. It is the specific intent of these specifications and design conditions that the system including equipment, piping and other parts, shall be noiseless and free of vibration as a result of the new installation in the building. It shall be the responsibility of this Contractor to correct these conditions at no cost to the Owner.

3.03 Testing, Adjusting and Air Balancing

- A. All systems and equipment shall be put into operation and shall continue to operate for at least three, eight-hour periods until all adjusting, balancing, testing, demonstrations, instruction and cleaning of system have been completed. Testing and balancing to be done by a certified balancer. Submit SMACNA air balance report for approval by Architect.

3.04 Clean-up

- A. Upon completion of work under this Section, all unnecessary equipment, materials, rubbish, etc., shall be removed from project site and surrounding area leaving site in a safe and cleared condition.

3.05 Cutting, Patching and Piercing

- A. Obtain written permission of the Architect before cutting or piercing structural members. If, in the process of the mechanical work, ducts, piping or equipment need to be installed in an area after it has been completed, the area shall be left in the same condition it was originally. Patching and/or refinishing will be determined by the Architect.

3.06 Access

- A. Equipment, valves and devices shall be mounted in a manner which provides adequate maintenance, inspection access and work space. Where access is required for adjustment, cleanout, inspection of maintenance and such access is not otherwise available, access panels shall be furnished and installed. Panels shall be selected by the Architect.

3.07 Building Openings for Admission or Installation of Equipment

- A. The Contractor shall ascertain from his examination of the Architectural and Structural Drawing whether any special temporary or permanent openings in the building for the admission or installation of apparatus furnished under this Contract will be necessary and he shall notify the General Contractor accordingly. He shall pay all cost of making such openings in case of failure to give this notification in time for the General Contractor to arrange for same during construction.

3.08 Cutting, Sleeves, Inserts, Anchor Bolts and Escutcheons

- A. In placing sleeves, inserts, anchor bolts and any other material, the Contractor shall cooperate with all other trades and shall consult with the Architect in regard to their exact location whenever there is any interference with structural members.
- B. The Contractor will be held responsible for locating and maintaining in proper position, sleeves, inserts and anchor bolts supplied and/or set in place by him. In the event that failure to do so requires cutting and patching of finished work, it shall be done at the Contractor's expense.

END OF SECTION

DIVISION 16000  
SECTION 16100  
ELECTRICAL

PART I - GENERAL

1.01 Related Documents

- A. Provisions of General Requirements, Division 1, are a part of this section.

1.02 This work shall include, but not necessarily be limited to furnishing and installing:

- A. Wiring
- B. Conductors and Conduit
- C. Wiring Devices, Light Fixtures, Lamps, Ballasts, Fuses.
- D. Grounding
- E. Drawings of Record
- F. Prior to bidding, all Contractors shall visit the site and become familiar with all existing conditions, which will affect construction procedures and scope of work required as part of this Section.

1.03 Codes and Standards

- A. National Fire Protection Association - National Fire Code.
- B. National Electrical Code
- C. Building Officials and Code Administrators International, Inc.
- D. Underwriter's Laboratories
- E. National Electric Safety Code



- 1.04 Shop Drawings shall be submitted to the Architect for approval. The Contractor shall be responsible for quantities and dimensions. The Contractor shall check all shop drawings prior to submission to the Architect.
- 1.05 The Contractor shall follow the drawings in the layout of his work and shall consult general construction drawings, mechanical drawings and all other drawings for this project to determine all conditions affecting the electrical work. The drawings are not to be scaled and the Contractor shall verify spaces in which the electrical work is to be installed.
- 1.06 The Contractor shall take measurements and make layouts as required for the proper installation of the work and coordination with all other work on the project.
- 1.07 Related Work
  - A. Mechanical Equipment
  - B. Painting by Painting Contractor

## PART II - PRODUCTS

### 2.01 Wire and Cable

- A. Low voltage wire and cable
  - 1. All wire and cable installed under this contract shall be Southwire, Anaconda, Triangle or approved equal, complete with non-fading type color coding system as set forth by National Electric Code. General interior wiring shall have 600 volt insulation, THHN. Wiring in wet and damp locations shall be THWN.
  - 2. Wire shall be soft annealed copper conforming to current requirements of National Electrical Code, and shall be Brown & Sharp (B&S), or American Wire Gauge (AWG) gauges unless specifically indicated on the Drawings. NO ALUMINUM WIRE SHALL BE USED. Wire smaller than #12 gauge shall not be used.

### 2.02 Connectors

- A. Shall be "Scotch Lok" for up to #8 wire and Weaver, or approved equal, split bolt or set screw type connectors for #6 wire and larger.

2.03 Conduit

- A. EMT electrical metallic tubing, Republic "Electriunite", National, Triangle.
- B. Rigid galvanized conduit, Republic "Galvanite", National, Triangle, with threaded fittings.
- C. Flexible metal conduit, "Greenfield".
- D. Carlon, or approved equal, Schedule 40 non-metallic conduit and fittings.
- E. Metal Clad (Type MC) cable and fittings manufactured by AFC, or approved equal.

2.04 Outlet, Junction and Pull Boxes

- A. Outlet boxes shall be galvanized or sherardized, one-piece pressed steel of sectional type or non metallic (Carlon), of size most suitable for the outlet used. Boxes shall be equipped with plaster rings, extension rings, bar hangers and fixture studs as may be required. Junction or pull boxes, either flush or surface mounted, as indicated or required, shall be of adequate sizes to accommodate the conductors installed therein. Junction and pull boxes shall comply with the National Electrical Code as to construction.

2.05 Wall Switches

- A. Shall be Leviton #1120 series, or approved equal, 20 amp, 120/277 volt, grounding clip. Single pole or 3-way as indicated in the drawings. Color as selected by Architect.

2.06 Duplex Convenience Outlets

- A. Shall be Leviton #5362, or approved equal, 20 amp grounding type. Ground fault receptacles shall be #6898 Series. Side wire only. Color as selected by Architect.

2.07 Special Outlets

- A. Shall be by Leviton as required and as shown on drawings, complete with wall plates, same color as duplex receptacles.

2.08 Switch and Receptacle Plates

- A. Shall be Leviton #80700 series to match switch, receptacle, or special outlet as required. or approved equal

2.09 Light Fixtures

- A. All light fixtures shall be as scheduled on drawings or approved equal. To be considered as equal, fixtures must have equal features, components, quality of construction, and photometrics.

2.10 Substitutions

- A. All substitutions must be pre-approved by the architect prior to bidding. See Division 1 for substitution process.

PART III - EXECUTION

3.01 Manufacturer's Written Installation Instructions

- A. All materials shall be installed as recommended by manufacturer. Nothing in these specifications shall be construed to vary from manufacturer's written installed instructions without written approval from manufacturer.
- B. It shall be the responsibility of this Contractor to coordinate with the other trades for clearance, elevations, etc., before installation of any material. Where conflicts exist the Architect shall be notified before installing material. Changes required in work specified in this section caused by neglect to do so shall be made at no cost to the Owner or Architect.
- C. The Contractor shall verify the voltage phase full-load current and exact location of all electrical equipment before rough-in.
- D. Arrange with Contractors of other trades for installation of built-in items, blocking, and additional necessary supports.

3.02 Wire and Cable Installation

- A. Unless specifically indicated on Drawings, all wire and cable installed in ordinarily dry locations above base slab shall be Type THHN. Unless specifically indicated

on Drawings, all wire installed below grade in slab or grade or in areas subjected to possible condensation, moisture, or weather shall be Type THWN.

- B. All wiring shall be in conduit, or shall be type MC cable. See "Conduit" below.
- C. All wiring shall be continuous between boxes with out any splices in conduit or frame spaces.
- D. All 120 volt 20 amp lighting and receptacle circuits requiring more than 100' of conductor (one way) shall be #10 conductors.

### 3.03 Conduit Installation

- A. Conduit for general use concealed inside building as shown on Drawings shall be EMT or type MC cable.
- B. All conduit for installation exposed or exterior to structure, or within concrete construction or as shown on Drawings, shall be rigid galvanized or Schedule 40 PVC as approved by Architect.
- C. Conduit smaller than 1/2" shall not be used. Flexible conduit (Greenfield) may be used in short lengths (maximum 6') for fixture connections, motor connections and other special connections as approved by Architect.
- D. Conduit shall be concealed in finished spaces, except where noted otherwise on Drawings. All exposed conduit shall be as approved by Architect and shall be installed in a neat and workmanlike manner with conduit runs parallel to building lines.
- E. Conduit shall run continuous between outlets, boxes and cabinet, and each conduit run shall have not more than three 90 degree bends between termination points. Conduit shall bend without crimping or flattening to provide a smooth and even turn with bend radius as great as possible, never shorter than that used in corresponding trade elbow. Conduit bends in which interior enamel has flaked will not be permitted.
- F. Conduit shall be supported individually by use of bolted metal clamp type hangers at intervals not exceeding 8'-0' with each hanger rigidly attached to building construction. Vertical conduit supports, where required, shall be clamps attached to structure in an approved manner.

- G. Conduit ends shall be reamed and all burrs removed prior to installation, and all conduit shall be kept clean and dry during construction by use of caps and plug. Junction or pull boxes shall be installed as required to facilitate ease of wire pulling. Insulating bushings shall be provided on all conduits at points where entering metal enclosures to prevent abrasion and damage to insulation of wire and cable.
- H. Type MC cable installed in ceiling plenums shall be supported to prevent contact with T-bar ceilings.
- I. All wiring in wood frame areas may be ROMEX or conduit.

#### 3.04 Outlet, Junction and Pull Box Installation

- A. The size of each box shall be determined by the number of wires and conduits, or size of conduit entering the box, but shall be not less than 3 1/4" octagon or 4" square with ring.
- B. All single to four-gang outlet boxes required in unplastered masonry walls shall be 3 1/2" deep solid type with square corners. All plaster and masonry rings or boxes shall be flush or not more than 1/4" behind the finished surfaces.
- C. All boxes shall be securely anchored to masonry or frame construction.

#### 3.05 Locations of Outlets and Equipment

- A. The Contractor shall coordinate his work with that of other trades in order to provide a proper installation of electrical equipment in keeping with the intent of the Drawings and Specifications. Minor changes relative to the location of electrical equipment may be made by Owner's Representative to comply with structural and building requirements as determined in the course of construction.

#### 3.06 Height of Outlets

- A. All heights measured from finished floor line to centerline of device.
  - 1. Receptacle (general) 18"
  - 2. Receptacle (special) as noted on Drawings
  - 3. Wall Switches 4'-0"

3.07 Panel Circuit Directory

- A. Provide a typewritten and laminated directory on inside of cabinet door on all panels designating rooms, outlets and equipment served by each new branch circuit of the panel. Panelboards shall be securely anchored to wall by Electrical Contractor.

3.08 Grounding

- A. The complete new electrical installation, including metallic boxes and equipment shall be permanently and effectually grounded in accordance with all code requirements, whether or not such connections are specifically shown and/or specified.
- B. Every branch and feeder conduit shall contain a green insulated code sized grounding conductor. Care shall be taken to keep the system neutral conductor separate from the equipment ground except at the point of system derivation.

3.09 Cutting and Patching

- A. Contractor shall perform all cutting and patching as required for all electrical work inside and outside of building.
- B. All conduit penetrations of rated walls will be sealed.

3.10 Wiring of equipment Furnished by Others

- A. Electrical Contractor shall do all power wiring except factory prewired equipment.

3.11 Lighting Fixture Installation

- A. This Contractor shall furnish and install all lighting fixtures and lamps as required. Material, equipment or services necessary to complete the installation of these fixtures, but not specifically mentioned, shall be furnished as though specified. All fixtures and lamps shall be properly cleaned and adjusted after installation. All adjustable lighting fixtures shall be carefully positioned by this Contractor in the presence of the Architect or his representative.

### 3.12 Drawings of Record

- A. A blueline or blackline copy of Drawing shall be kept at the job site at all times for the sole purpose of recording horizontal and vertical location of all below grade electrical wiring, referenced to permanent visible structures. At completion of job, neatly record all dimensions and submit for approval by Architect.

### 3.13 Clean Up

- A. Upon completion of work under this Section, all unnecessary equipment, materials, rubbish, etc., shall be removed from project site and surrounding area leaving site in a safe and cleared condition.

### 3.14 Materials and Workmanship

- A. Only new, clean and perfect equipment, apparatus, materials and supplies of latest design and manufacture shall be incorporated in the work in order to assure an electrical system of high quality.
- B. All materials shall be new, shall bear the Underwriters Label of Approval and shall be installed according to manufacturer's specifications or as directed by the Architect. The Contractor shall assume responsibility for proper installation of materials in the space available.

### 3.15 Erection of Apparatus

- A. All work shall be done under the supervision of the Contractor who shall provide foremen to lay out all work. All work shall be laid out with due regard for proper working clearances about electrical equipment and the space requirements of the other Contractors. The Contractor shall immediately report to the Architect any conflict or difficulties in regard to the installation.
- B. Lighting fixtures, switches, panels, and other electrical apparatus shall be set, mounted, positioned, coupled, connected, assembled or otherwise erected or constructed as recommended by the manufacture or designer thereof, unless approved by the Architect for erection in some other manner.
- C. Where crowded locations exist and where there is a possibility of conflict between the trades, the Contractor shall coordinate the exact locations of electrical work with the other trades. After consultation and agreement between

the trades, the location shall be approved by the Architect before installation of the work.

- D. Equipment of a type that requires replacement, servicing, adjusting, or maintenance shall be located to allow easy access and space for removal of internal assemblies if required.

### 3.16 Cutting, Patching And Piercing

- A. Obtain written permission of the Architect before cutting or piercing structural members. If, in the process of the electrical work, circuits or equipment need to be installed in an area after it has been completed, the area shall be left in the same condition it was originally. Patching and/or refinishing will be determined by the Owners Representative. Sleeves through floors and walls to be black iron pipe flush with walls, ceilings or finished floors, sized to accommodate the raceway.
- B. Provide chrome-plated spring-clipped escutcheon plates where exposed pipe passes through finished walls, floors or ceilings. Cover sleeves and entire opening made for the pipe with escutcheon plates. Provide air and watertight conduit openings through floor slabs, masonry walls and continuous partitions. Tightly caulk space between conduit and building materials with non flammable sealant.

### 3.17 Access

- A. Equipment, valves and devices shall be mounted in a manner which provides adequate maintenance, inspection access and work space. Where access is required for adjustment, cleanout, inspection of maintenance and such access is not otherwise available, access panels shall be furnished by Division 16 for installation by the Division 5. Panels shall be selected by the Architect.

### 3.18 Cleaning of Equipment and Removal of Rubbish

- A. All fixtures, panelboards, motors and all other electrical equipment furnished or installed by the Contractor shall be thoroughly cleaned. At the completion of his work, the Contractor shall remove from the buildings and the premises all rubbish and debris resulting from his operations and shall leave all material and equipment furnished by him and the space occupied by them absolutely ready for use.



- B. Under no circumstances shall rubbish be allowed to accumulate in the building or on the premises. All dirt and rubbish resulting from the Contractor's work shall be removed by this Division from time to time and as often as directed by the Architect and Owner's representative.

### 3.19 Painting

- A. All items not provided with a corrosion-resistant finish shall be painted. All electrical control equipment, panels and supporting framework shall have a light gray enamel finish which may be the manufacturer's standard gray, if acceptable to the Architect. Where the finish becomes scratched or marred, it shall be touched up or repainted to match the original finish as directed by the Architect. Particular caution shall be exercised so as not to obscure the nameplate data.
- B. All painting other than touch-up of factory finishes shall be by Division 9.

### 3.20 Tests

- A. The entire system shall be tested, demonstrated and explained to such personnel as the Architect shall designate. The Contractor will be required to make the following checks and tests with his instruments as required:
  1. The correctness of lighting circuits to be in conformance with branch circuiting shown on the panel covers after construction.
  2. Grounds shall be checked and the resistance to ground shall not be more than 10 Ohms.

### 3.21 Guarantee

- A. The Contractor shall guarantee by his acceptance of this Contract that all work installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified. If, during a period of one year, or as otherwise specified, from date of Certificate of Completion and acceptance of work, any such defect in workmanship, material or performance appears, the Contractor will without cost to the Owner, remedy such defects within a reasonable time as specified in notice from the Architect. In default thereof, the Owner may have work performed and charge the total cost to the Contractor.

### 3.22 Maintenance Schedule and Operating Instructions

- A. After the project is completed, Contractor shall be required to furnish four (4) copies of instruction sheets to the Owner for the proper maintenance of electrical equipment and systems furnished and installed by him.
- B. The Contractor shall be required to instruct Owner's operating personnel in the proper operation of electrical systems.
- C. Contractor shall turn over to the Owner all spare parts furnished by manufacturer and those specifically called for in the Specifications. All spare parts shall be properly identified as to the catalog number, manufacturer and the equipment for which they are used.

### 3.23 Manufacturer's Guarantee and Warranty

- A. Manufacturer's equipment guarantee shall be obtained for at least one year. When manufacturer's standard guarantee is for a longer period, or if longer period is called for in the Specifications, this period shall apply and such items, if defective, shall be replaced in accordance with the terms written in the manufacturer's specifications.
- B. Manufacturer's certificates of warranty shall be provided for all major pieces of equipment and such written certificates shall be turned over to the Owner prior to the final acceptance of the Project.

### 3.24 Electrical Circuitry for Equipment

- A. The electrical circuits, components, and controls for all equipment are selected and sized, based on the equipment specified. If substitutions and/or equivalent equipment are furnished, it shall be the responsibility of all parties concerned, involved in, and furnishing the substitute and/or equivalent equipment to verify and compare the electrical characteristics and requirements of that furnished to that specified and/or shown. If greater capacity or more materials or labor is required for the rough-in, circuitry or connections than for the item specified and provided for, then it shall be the responsibility of the parties involved in providing the substitute and/or equivalent items of equipment to provide all compensation for additional charges made for the proper rough-in, circuitry and connections for the equipment furnished. No additional charges shall be made to the Base Bid price or to the Owner.

- B. Before rough-in of circuitry or connecting to equipment, the Contractor shall verify the electrical characteristics and requirements of the equipment being furnished, and for that specified and shown on drawings.

3.25 Operating Instructions and Maintenance Data.

- A. Upon completion and acceptance of the work by the Owner, the Contractor shall provide four(4) sets of 8 1/2" x 11" typed operating and maintenance instructions. Sample maintenance instructions will be provided by Engineer upon request.

END OF SECTION



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 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 Youth Community Coalition and Boone County Sheriff's Department. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

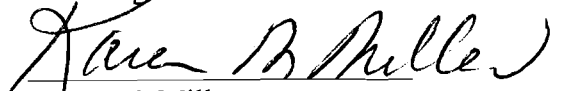
Done this 16th day of September, 2014.

ATTEST:

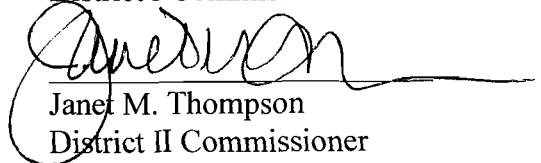
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## MEMORANDUM OF UNDERSTANDING

1. This Agreement between Youth Community Coalition (YC2) and Boone County Sheriff's Department shall be from September 30, 2014 until terminated by mutual agreement or by the following terms:

### SERVICES AND RESPONSIBILITIES

2. **YC2** shall be responsible to:
  - a. Provide \$15,000.00 to be used for compliance checks between 9/30/2014 and 9/30/2015;
  - b. Distribute positive rewards to retailers who pass compliance checks.
3. **Boone County Sheriff's Department** shall be responsible to:
  - a. Conduct a minimum of 30 compliance checks between 9/30/2014 and 9/30/2015;
  - b. Provide a report to YC2 indicating the number of compliance checks performed and the number of passed/failed checks; and
  - c. Complete two special events enforcement activities and 20 bar checks between 10/1/2014 and 9/30/2015.

### CONFIDENTIALITY

Both parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

### AMENDMENT

This agreement may be amended by mutual consent of both parties; however such agreements MUST BE in writing and signed by both parties.

<u>Phil Steinhilber</u> Youth Community Coalition	SEE ATTACHED
<u>Phil Steinhilber</u> Signature	Boone County
<u>CEO</u> Title	SEE ATTACHED
	Signature
	Title



201 Switzler St  
Columbia, MO 65201  
573-449-1993  
admin@yc2.org  
www.yc2.org

August 29, 2014

Captain Gary German  
Boone County Sheriff's Department  
Columbia, MO 65202

Dear Captain Gary German,

The Youth Community Coalition (YC2) was recently awarded grants of \$15,000.00 for the prevention of underage drinking from the Missouri Division of Behavioral Health, Partnering for Success Project and the Substance Abuse and Mental Health Services Administration, Stop (Sober Truth on Prevention Underage Drinking Act) Grant. In the spirit of these awards, YC2 would like to provide the Boone County Sheriff's Department with funding to implement environmental strategies which reduce the availability of alcohol and underage drinking.

Funds are to be used for the following purposes:

- To provide prevention and enforcement at special events;
- To provide training for officers involved in compliance and bar checks;
- To pay overtime wages for officers conducting compliance checks;
- To pay stipends for youth involved in the completion of compliance checks;
- To provide equipment needed to perform the above strategies more efficiently.

Acceptance of the funds means that the Boone County Sheriff's Department will perform a minimum of 30 compliance checks between 9/30/2014 and 9/30/2015 and to provide a report to YC2 of the number and outcome of checks conducted.

In addition, accepting of the funds means that Boone County Sheriff's Department will complete two special events enforcement activities and 20 bar checks that will take place between 10/01/2014 and 9/30/2015.

Furthermore, acceptance of these monies means that the Boone County Sheriff's Department agrees to work with YC2 to allow YC2 youth and adult volunteers to provide an instant reward (\$5 - \$10 coupon) to merchants who pass compliance during at least one multi-check event.

It is our hope that this partnership will result in decreased youth access to alcohol in Boone County. As a coalition we greatly appreciate all of your efforts in our community to support safe, healthy, and drug free youth.

Sincerely,

Erin Friesz  
Program Coordinator  
Youth Community Coalition

2014-2015 Youth Community Coalition Budget

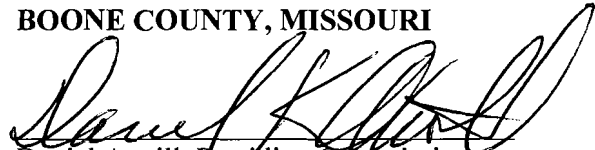
Item Description	Cost	Quantity	Total Cost
Inv. fund-buy money/operation funds/cover charges (for bars)	400	1	400
image stabilization binoculars Canon 15x50	1300	1	1300
overtime for bar checks x 20/special event enforcement 11/2	38	150	5700
replacement equipment	400	2	800
2015 EUDL training-food, lodging, travel	350	2	700
misc. supplies	300	1	300
Revolving Compliance Check Fund			5800
<b>Grand total</b>			<b>15000</b>



**APPROVAL OF AGREEMENT WITH YOUTH COMMUNITY COALITION**


**APPROVED:**

**BOONE COUNTY, MISSOURI**

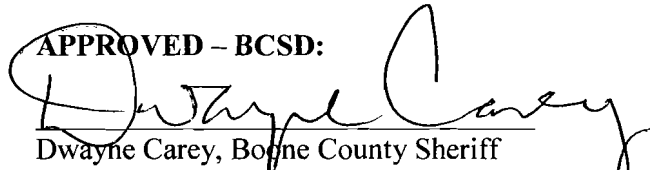
  
Daniel Atwill, Presiding Commissioner

DATED: 9-16-14

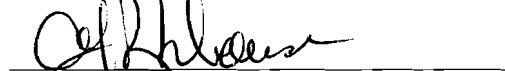
ATTEST:

  
Wendy S. Noren, Boone County Clerk

**APPROVED - BCSD:**

  
Dwayne Carey, Boone County Sheriff

APPROVED AS TO LEGAL FORM:

  
C.J. Dykhouse, County Counselor

**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.)

Janne Pitchford by jg 9-12-14 No Financial Obligation  
Signature Date Appropriation Amount

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Auditor's Office for a budget increase to cover the increase in the administration fee charged by Bank of New York Mellon for the 2006A Series General Obligation bonds.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
3860	86900	2006A Series GO Bonds-Road NID	Miscellaneous		400

Done this 16th day of September, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

8/1/14

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
3860	86900	2006A Series GO Bonds-Road NID	Miscellaneous		400
				-	<b>400</b>

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 budget by \$400 for the increase in administration fee charged by Bank of New York Mellon for the 2006A Series General Obligation bonds.

*Auditors Office*

**Requesting Official**

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

- A fund-solvency schedule is attached.
- Comments: **Increase in Admin Fee**

- Agenda
- Auditor

*[Signature]*  
\_\_\_\_\_  
Auditor's Office  
**PRESIDING COMMISSIONER**

*[Signature]*      *[Signature]*  
\_\_\_\_\_  
**DISTRICT I COMMISSIONER**      **DISTRICT II COMMISSIONER**

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

Year	<u>2014</u>	Original Appropriation	<u>350.00</u>
Dept	<u>3860 2006A SERIES GO BONDS-ROAD NID</u>	Revisions	
Acct	<u>86900 MISCELLANEOUS</u>	Original + Revisions	<u>350.00</u>
Fund	<u>386 2006A SERIES GO BONDS-ROAD NID</u>	Expenditures	<u>750.00</u>
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>750.00</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>400.00-</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>400.00-</u>

Transaction Code	Effective Date	Process Date	Amount
Code	Effective	Description	Orig. Document
22	1/01/2014	***** ORIGINAL BUDGET *****	2014 1959 350.00-
40	7/31/2014	ADMIN FEE GO BOND 06A	T 2014 328 750.00

Bottom

F2=Key Scr    F3=Exit    F6=Prd Breakdowns    F7=Trans    F8=View Doc    F9=Budget

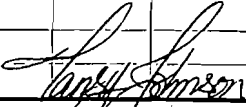
**REQUEST FOR JOURNAL ENTRY  
BOONE COUNTY, MISSOURI**

7/31/2014

12014 - 328

**DATE**

**FOR AUDITORS USE**

Fund	Dept	Account	Fund/Dept Name	Account Name	Debit	Credit
	3860	86900	2006 GO Bonds	Misc Exp - Admin Fee	750.00	
386		1000	2006 GO Bonds	Cash and Investment		750.00
99		2310	Memo	Due to Others	750.00	
99		1010	Memo	Depository Bank		750.00
					1,500.00	1,500.00
<b>Explanation:</b> To record payment of Admin Fees from 7/18/14 - 7/17/15 for General Obligation Bonds, Series 2006A						
<b>ADMIN FEE GO BOND 06A</b>						
 Requesting Official					Auditor Approval	



**BNY MELLON**

The Bank of New York Mellon  
Trust Company, N.A.

**INVOICE**

Please note new check payment instructions

000188 XBFRSDD1

BOONE COUNTY MISSOURI  
ATTN: NICOLE GALLOWAY, TREASURER  
801 E WALNUT RM 112  
COLUMBIA, MO 65201

Invoice Number: 252-1801759  
Account Number: BOONECTY2006  
Invoice Date: 22-Jul-14  
Cycle Date: 18-Jul-14  
Administrator: Stephen McPherson  
Phone Number:  
Currency: USD

**BOONE COUNTY MO GO BONDS SR 2006**

	Quantity	Rate	Proration	Subtotal	Total
<u>Fiat</u>					
Administration Fee					750.00
For the period: July 18, 2014 to July 17, 2015					

Invoice Total: 750.00  
 Satisfied To Date: 0.00  
 Balance Due: 750.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance. Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.

Check Payment Instructions:  
The Bank of New York Mellon  
Corporate Trust Department  
P.O. Box 392013  
Pittsburgh, PA 15251-9013

Wire Payment Instructions:  
The Bank of New York Mellon  
ABA # 021000018  
Account: GLA # 111-565  
For further credit: TAS # 016760

Please enclose billing stub.

Please reference Invoice Number: 252-1801759

Vendor 9792

**Billing Stub**

BOONE COUNTY MO GO BONDS SR 2006

Invoice Number: 252-1801759  
Account Number: BOONECTY2006  
Invoice Date: 22-Jul-14  
Cycle Date: 18-Jul-14  
Administrator: Stephen McPherson  
Phone Number:  
Amount: 750.00 USD

RECEIVED:

JUL 28 2014

WOB  
7-29-14

000188 XBFRSDD1 000188

000000082747252D18017590000000000000750003

TREASURER'S OFFICE



# BNY MELLON

Boone County  
Attn: Nicole Galloway  
801 East Walnut Rm 112  
Columbia, MO 65201

Dear Nicole Galloway,

The worldwide financial markets have undergone significant disruptions and changes over the past several years, not the least of which is a heightened level of regulatory and compliance oversight. Regulators, in an effort to mitigate risk, have imposed additional requirements on financial institutions. From the implementation of the Patriot Act in 2001 to the evolving requirements of Dodd Frank, the result has been an additional layer of costs borne by financial institutions and their clients.

In order to continue providing the high level of service you have come to expect from us, it has become necessary to increase your transaction service fees. It has been a number of years since we have adjusted fees and are taking this action now only after careful review and analysis.

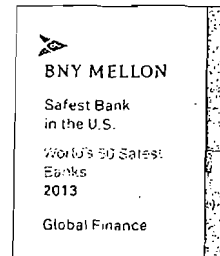
We value you as a client and thank you for the opportunity to service your corporate trust needs. BNY Mellon has a 225 year history of serving our clients. We look forward to working with you for years to come.

Best regards,

*Matthew Biere*

Matthew Biere  
Relationship Manager  
BNY Mellon

cc: Stephen McPherson



314-613-8209

3460-86900

*Matthew.biere@bnymellon.com*

*called 3-12-14*

- No date on letter
- No contact info included in notice
- Response: Across the board increase - unwilling & unable to lower increase in admin fee

## Fee Schedule Addendum

Subject to the Terms and Disclosures - General below, upon appointment of The Bank of New York Mellon ("BNYM" or "us" or "affiliates" or "subsidiaries") in the roles as outlined within this Fee Schedule Addendum, You shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule Addendum. Please feel free to reach out to me with any questions or concerns regarding this issue within 10 business days of the date of this letter, at which time the revised fee will take effect.

ACS Key	Account Key	Account Name	Component	Prior Fee	New Fee
125036BNY	BOONECTY2006	BOONE COUNTY MO GO BONDS SR 2006	Administration Fee	\$350	\$750

### Terms and Disclosures

#### Confidential Information

All information provided to you by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM's prior written approval.

#### Miscellaneous

You shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed services for BNYM's benefit under the various bond or note issuances or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralize in one or more affiliates and subsidiaries certain activities (the "Centralized Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding You (which, for purposes of this provision, includes the name and business contact information for Your employees and representatives) and the accounts established pursuant to the Transaction Documents ("Your Information") and (ii) use third party service providers to store, maintain and process Your Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralized Functions and/or Outsourced Functions, You consent to the disclosure of, and authorize BNY Mellon to disclose, Your Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Your Information. In addition, the BNY Mellon Group may aggregate Your Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Your Information with You specifically. You represent that You are authorized to consent to the foregoing and that the disclosure of Your Information in connection with the Centralized Functions and/or Outsourced Functions does not violate any relevant data protection legislation. You also consent to the disclosure of Your Information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

*BNY Mellon can offer you a wealth of multi-jurisdictional knowledge, critical in helping our clients operate in today's global markets, teamed with local experts delivering regional-specific services. At BNY Mellon we leverage our global footprint and expertise to deliver customized and market-driven solutions across a range of debt issuer and related investor services. We are plugged in to local markets and continue to grow our operations. We offer you a distinctive, high quality and personalized service wherever you choose to do business.*

#### PRIVILEGED AND CONFIDENTIAL

The information in this fee schedule is confidential and is intended for the sole use of the addressee only. This information shall not be intentionally disclosed, reproduced, copied, published, distributed or displayed in any form to any third party without BNYM's prior written approval.

114764



# Fund Statement - Series 2006A Neighborhood Improvement District Road Bond Fund 386 (Nonmajor)

	2013 Actual	2014 Budget	2014 Estimated	2015 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	22,636	22,410	22,410	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	11	35	35	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>22,647</b>	<b>22,445</b>	<b>22,445</b>	-
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	245	645	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 22,647</b>	<b>22,690</b>	<b>23,090</b>	-
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	22,217	22,340	22,340	-
Emergency	-	-	-	-
Other	350	350	750	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>22,567</b>	<b>22,690</b>	<b>23,090</b>	-
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 22,567</b>	<b>22,690</b>	<b>23,090</b>	-
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 23,809	23,889	23,889	23,244
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	80	(245)	(645)	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>23,889</b>	<b>23,644</b>	<b>23,244</b>	<b>23,244</b>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	<b>\$ (23,889)</b>	<b>\$ (23,644)</b>	<b>\$ (23,244)</b>	<b>\$ (23,244)</b>
<b>NET FUND BALANCE, end of year</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 20 14

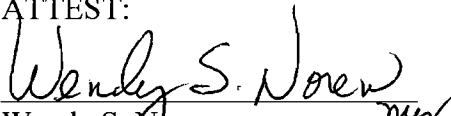
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Mutual Rescission Agreement between Boone County and Benton & Associates, Inc. regarding the contract for the Hill Creek Road Bridge.

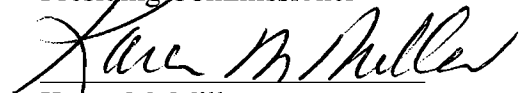
The terms of this Agreement are stipulated in the attached Mutual Rescission Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Mutual Rescission Agreement.

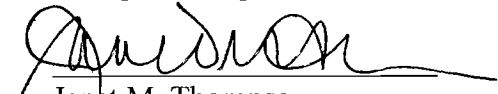
Done this 16th day of September, 2014

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

438-2014

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

STAN SHAWVER, DIRECTOR

PLANNING - INSPECTIONS - ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

## MEMO

DATE: 8/15/14

SUBJECT: Hill Creek Design Contract

TO: Boone County Commission

FROM: Derin Campbell, P.E.

DC

The original design contract for this project was with Benton and Associates. The plans are at the 95% completion phase. Boone County is currently acquiring right of way on this project. In June of this year Benton and Associates sold its bridge division to the project manager of this project who in turn formed a new company called Howe Company, LLC. Benton and Associates also signed documents transferring the project and design liability to Howe Company, LLC. The design team, who have performed well on this project, also went to Howe Company, LLC. By transferring the remainder of this contract to Howe Company, LLC we are maintaining the familiarity and continuity of the project. It is my recommendation that it is best for Boone County to execute this agreement.

438-2014

**MUTUAL RESCISSION OF AGREEMENT**

THIS AGREEMENT is entered into and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, **County**, and **Benton & Associates, Inc, Consultant**.

WHEREFORE, the parties entered into an agreement relating to Design & Bidding Services of Boone County Bridge No. 5020005 on Hill Creek Road; for which substantial work has been completed; and

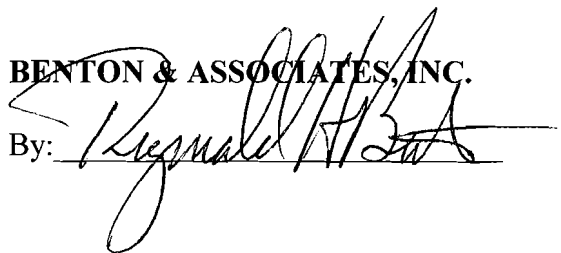
WHEREFORE, the parties desire to rescind and terminate said agreement so as to allow the remaining work to be completed by another Consultant without any additional overall cost to the County.

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

Boone County and Benton & Associates, Inc agree to cancel, with no penalty to either party, the Agreement approved by Commission Order #299-2013 for Design & Bidding Services for removal & replacement of Boone County Bridge No. 5020005 on Hill Creek Road. This cancellation is prompted by the receipt of a letter from Reginald H. Benton, PE, SE of Benton & Associates, Inc dated June 13, 2014 announcing the sale of the certain land surveying and county bridge engineering service contracts. A copy of this letter is attached hereto. This Rescission Agreement shall be effective upon the approval of a new agreement for the remaining consulting services with Howe Company, LLC.

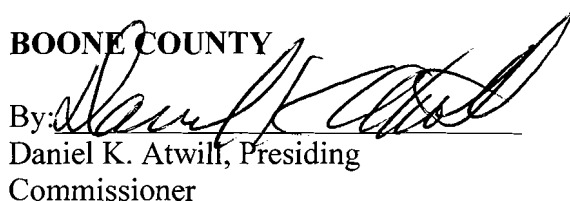
**BENTON & ASSOCIATES, INC.**

By:

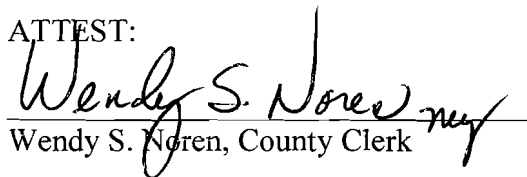


**BOONE COUNTY**

By:

  
Daniel K. Atwill, Presiding  
Commissioner

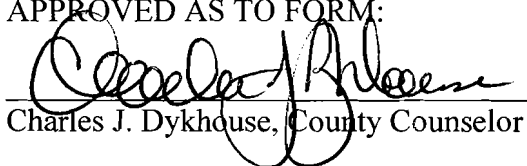
ATTEST:

  
Wendy S. Noren, County Clerk


APPROVED:

  
Stan Shawver, Resource Mgmt Director

APPROVED AS TO FORM:

  
Charles J. Dykhouse, County Counselor

**AUDITOR ACKNOWLEDGMENT:**

 9/8/14  
June E. Pitchford, Auditor Date  
*No Encumbrance Required 2045-71102*



**BENTON & ASSOCIATES, INC.**

Consulting Engineers / Land Surveyors

1970 West Lafayette Avenue • Jacksonville IL 62650  
Voice 217-245-4146 • Fax 217-245-4149

438-2014

Robert H. Benton, PE  
Reginald H. Benton, PE, SE  
S. John Calise, PE  
William J. Sleeman, PE  
Jamie L. Headen, PE  
Shannon J. Howe, PE, SE

June 13, 2014

To Whom it May Concern

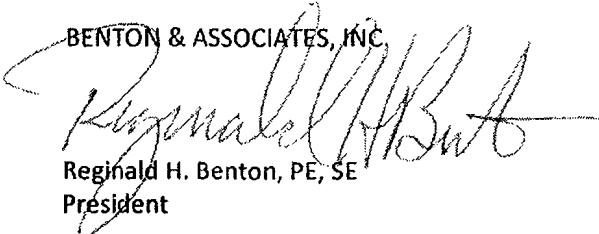
Dear Missouri County Commissioners,

I am writing to advise you that Benton & Associates, Inc., as of June 13, 2014, sold to Shannon Howe a variety of assets related to our presence in the land surveying and county bridge market in Missouri, including a group of engineering service contracts.

*This transaction includes existing engineering equipment and software.*

Respectfully,

BENTON & ASSOCIATES, INC

  
Reginald H. Benton, PE, SE  
President

RHB:tf

G:\Principals\Reggle\Split SJHITWIMC.docx

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 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 Consultant Services Agreement with Howe Company, LLC related to the Hill Creek Road Bridge. It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

Done this 16th day of September, 2014.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Karen M. Miller  
District I Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner

9/2/14

**REQUEST  
DATE**

### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15046

**VENDOR NO.**

Howe Company LLC

**VENDOR NAME**

Professional Services

**BID NUMBER**

**Ship to Department #** 2045

**Bill to Department #** 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2045	71102	Final Design & Bidding Services	NOT TO	EXCEED	\$4,476.83
		Hill Creek Bridge #BR502005			

GRAND TOTAL: 4,476.83

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
**Approving Official**

**Prepared By**

 9/8/14  
**Auditor Approval**

439-2014

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 16th day of Sept., 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: HOWE COMPANY, LLC., 1119 S. MISSOURI ST., SUITE A, MACON, MO 63552

Project/Work Description: (See Attachment A)

Proposal Description: Design & Bidding Services for the removal and replacement of Boone County Bridge No. 5020005 on Hill Creek Road.

Modifications to Proposal: Fees and expenses for Design and Bidding Phases shall not exceed \$4,476.83 Lump Sum without prior written approval of Owner. Construction Phase services are billed on an hourly basis up to a maximum of 20 hours of staff time without prior written authorization.

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

HOWE COMPANY, LLC

By: [Signature]  
Title: Principal

Dated: 8-7-2014

BOONE COUNTY, MISSOURI

By: [Signature]  
Presiding Commissioner

Dated: 9-16-14

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Resource Management Director

Certification:

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

[Signature] 9/18/14 2045-71102  
Auctor Date



## **ATTACHMENT A**

### **Project Description – Replacement of Bridge No. 5020005**

The following work is to be completed by Howe Company, LLC for the above project. This work shall be considered a continuation of the work already completed on the project by Benton and Associates, Inc.

### **Scope of Services**

#### **ARTICLE I - SCOPE OF SERVICES**

##### **A. DESIGN AND BIDDING PHASE-** The Engineer will:

1. Adjust final plans with regards to results of easement acquisition. This may include modifying easement line locations, easement descriptions and minor grading changes. This does not include alignment changes or structure type changes.
2. Prepare bid documents
3. Attend pre-bid meeting
4. Answer questions from Boone County staff regarding interpretation of the plans or specifications.
5. Prepare addenda for the purpose of clarifying design details during the bidding phase.

##### **B. CONSTRUCTION PHASE -**

1. Participate in a preconstruction conference to discuss project details with the Contractor;
2. As requested by Boone County staff, make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor .

439-2014

3. Review and comment on or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;

## EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility.
- 6) Preparation & coordination efforts required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Mitigation of adverse affects to archeological sites or historic structures, including; Memorandum of Agreements, Archeological Studies, Historical Reports as requested by permitting agencies.
- 10) Construction observation & administration of the construction contract.
- 11) Staking & layout of the structure for construction.
- 12) Re-design efforts that affect roadway alignment, grading, etc. deemed required by Boone County after the preliminary plans have been approved by Boone County.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of September 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize Commission Karen M. Miller to sign the attached letter regarding Hinkson Creek: Quantifying Stream Flow and Suspended Sediment Response to Urbanization using a Scale-Nested Experimental Watershed Study Design.

Done this 16th day of September, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

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July 14, 2014

Jason A. Hubbart, Ph.D.  
Associate Professor of Forest Hydrology and Water Quality  
203-Q ABNR Building, Department of Forestry  
University of Missouri  
Columbia, MO 65211

Dear Dr. Hubbart,

The County of Boone recognizes the significant impacts the project entitled *Hinkson Creek: Quantifying Stream Flow and Suspended Sediment Response to Urbanization using a Scale-Nested Experimental Watershed Study Design* could have on the State of Missouri, Boone County, Columbia and Hinkson Creek.

This project was presented to the Hinkson Creek Collaborative Adaptive Management (CAM) Stakeholder Committee on April 30, 2014. The Stakeholders agreed to endorse the project according to the terms of the Intergovernmental Cooperation Agreement approved by the County Commission in 2013 (Order 163-2013) Under the terms of that agreement the County will agree to pay one third of the project cost, an amount not to exceed:

Year 1 \$0.00  
Year 2 \$23,320.78  
Year 3 \$23,324.15  
Year 4 \$23,506.15  
Total \$70,147.08.

This funding agreement can be terminated if Hinkson Creek is determined to be unimpaired and the CAM process is terminated under the terms of the *Collaborative Adaptive Management Implementation Schedule and Agreement for Hinkson Creek TMDL*.

Sincerely,

Karen M. Miller  
County of Boone  
District I Commissioner

CC: Bill Florea, Resource Management

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 14

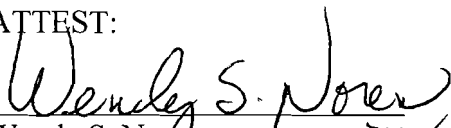
In the County Commission of said county, on the 16th day of September 20 14

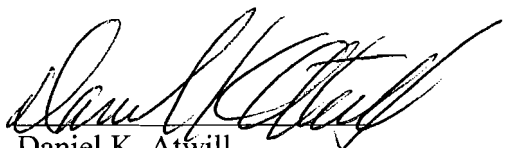
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, September 23, 2014, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

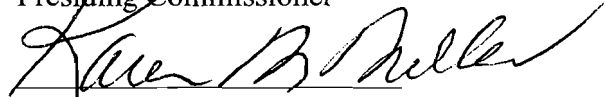
Done this 16th of September, 2014.

ATTEST:

  
Wendy S. Noreh  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller

District I Commissioner

  
Janet M. Thompson

District II Commissioner