

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 5th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 03-17JAN13 – Roof Replacement – Boone County Government Center to Watkins Roofing Inc. of Columbia, MO. The terms of this agreement are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 5th day of March, 2013.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 28, 2013
RE: 2nd Reading – *03-17JAN13 – Roof Replacement – Boone County Government Center*

03-17JAN13 – Roof Replacement – Boone County Government Center opened in Commission on January 17, 2013. Eight bids were received. Facilities Maintenance recommends award by low bid for the base bid plus add alternate #2 to Watkins Roofing Inc. of Columbia, MO.

Base Bid	\$139,400
Add Alternate 2	\$4,600

Cost of the contract is \$144,000.00. There will be a 10% contingency of \$14,400.00 added for a Purchase Order total of \$158,400.00 which will be paid from department 6200– Capital Repairs & Replacements, account 60110 – Major Building Repairs/Replacement. \$185,000.00 was budgeted for this project.

att: Bid Tab

cc: Bob Davidson, Facilities
Bid File

03-17JAN13 - Roof Replacement - Boone County Government Center

BID TABULATION	Reynolds Construction	Delta Innovative Services	Sunshine Contracting	G & R Construction Inc.	Watkins Roofing	Missouri Builders Service	Shay Roofing	Weathercraft, Inc.
PRICING	Price	Price	Price	Price	Price	Price	Price	Price
Base Bid	Non-Responsive - did not return the Revised Bid Form that included pricing for replacement of damaged sheet rock	\$144,500.00	\$158,165.00	\$156,072.00	\$139,400.00	\$140,575.00	\$146,426.00	\$172,825.00
Alternate 1		\$63,400.00	\$32,000.00	\$106,907.00	\$64,250.00	\$62,736.00	\$49,459.00	\$74,500.00
Alternate 2		\$6,500.00	\$16,000.00	\$6,213.00	\$4,600.00	\$7,496.00	\$21,643.00	\$3,355.00
Replacement of Damaged Insulation	\$ _____ / 1,000 sq. ft with +/- \$ _____ / sq. ft.	\$3,750 / 1,000 sq. ft with +/- \$3.75 / sq. ft.	\$1,800 / 1,000 sq. ft with +/- \$56.25 / sq. ft.	\$2,750 / 1,000 sq. ft with +/- \$2.75 / sq. ft.	\$2,500 / 1,000 sq. ft with +/- \$2.50 / sq. ft.	\$1,200 / 1,000 sq. ft with +/- \$1.30 / sq. ft.	\$2,794 / 1,000 sq. ft with +/- \$2.79 / sq. ft.	\$3,5004 / 1,000 sq. ft with +/- \$3.50 / sq. ft.
Replacement of Damaged Sheetrock	\$ _____ / 1,000 sq. ft with +/- \$ _____ / sq. ft.	\$1,300 / 1,000 sq. ft with +/- \$1.30 / sq. ft.	\$750.00 / 1,000 sq. ft with +/- \$25.00 / sq. ft.	\$2,300 / 1,000 sq. ft with +/- \$2.30 / sq. ft.	\$500 / 1,000 sq. ft with +/- \$0.50 / sq. ft.	\$815 / 1,000 sq. ft with +/- \$0.90 / sq. ft.	\$1,700 / 1,000 sq. ft with +/- \$1.70 / sq. ft.	\$1,750 / 1,000 sq. ft with +/- \$1.75 / sq. ft.
Revised Bid Form Returned	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Response	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Statement of Bidder's Qualifications		Yes	Yes	Yes	Yes	No	Yes	Yes
Addendum #1		Yes	Yes	Yes	Yes	No	Yes	Yes
Addendum #2		Yes	Yes	Yes	Yes	No	Yes	Yes
Addendum #3		Yes	Yes	Yes	Yes	No	Yes	Yes
Addendum #4		Yes	Yes	Yes	Yes	No	Yes	Yes
Addendum #5		Yes	Yes	Yes	Yes	No	Yes	Yes
Anti-Collusion Statement		Yes	Yes	Yes	Yes	No	Yes	Yes
Signature & Identity of Bidder		Yes	Yes	Yes	Yes	No	Yes	Yes
Bidder's Acknowledgment		Yes	Yes	Yes	Yes	No	Yes	Yes
Work Authorization Certification		Yes	Yes	Yes	Yes	No	Yes	Yes
Bid Bond		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Base + Alternate 1		\$207,900.00	\$190,165.00	\$262,979.00	\$203,650.00	\$203,311.00	\$195,885.00	\$247,325.00
Base + Alternate 2		\$153,000.00	\$174,165.00	\$162,285.00	\$144,000.00	\$148,071.00	\$166,069.00	\$176,160.00
Base + Alternate 1 & Alternate 2		\$216,400.00	\$206,165.00	\$269,192.00	\$208,250.00	\$210,807.00	\$217,528.00	\$250,680.00

107-2013

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 **Watkins Roofing, 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 03-17JAN13
ROOF REPLACEMENT - BOONE COUNTY GOVERNMENT CENTER
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is:

Base Bid	\$139,400.00
Remove existing rock ballast and existing EPDM, dispose of properly and replace any damaged existing insulation. Install a minimum layer of ¼" Dens Deck. This Dens Deck shall be mechanically fastened to the existing metal decking. Install a fully adhered .060 EPDM membrane per manufacturer's instructions over new Dens Deck. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new pre-finished metal trim from the manufacture of the membrane.	
Add Alternate 2:	\$4,600.00
Install additional insulation in lieu of Dens Deck for a cover board to increase R-Factor: 2" ISO, additional R-12.1	
Total	\$144,000.00

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

Notice to Bidders
Bid Response
Statement of Bidders Qualifications
Instructions to Bidders
Bidder's Guidelines
Bid Form
Anti-Collusion Statement
Signature and Identity of Bidder
Bidders Acknowledgment

Work Authorization Certification
Insurance Requirements
Contract Conditions
Sample Contract Agreement
Performance Bond
Labor & Material Payment Bond
General Specifications
Special Project Conditions
Affidavit - OSHA Requirements
Affidavit - Prevailing Wage
State Wage Rates – Annual Wage Order #19
Boone County Standard Terms and Conditions
Addendum Numbers 1, 2, 3, 4, 5
Watkins Roofing Letter dated January 24, 2013, executed by Dan Watkins

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 Engineer under the contract.

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

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

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



4401 I-70 Drive Southeast
Columbia, MO 65201
Phone: 573-449-2951
Fax: 573-874-0201
watkinsroofing@socket.net

January 24, 2013

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

RE: Boone County Government Center
Bid Number 03-17-JAN13

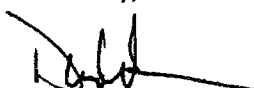
Dear Ms Bobbitt:

Thank you for the opportunity to explain the bid we submitted today on the above referenced project. We made a mistake in providing prices for Alternates 1 and 2. The mistake we made is in providing lump sum bids for each alternate rather than adding the difference between the base bid and the total sum for the added cost. Subtracting our base bid price from our alternate prices provides the correct number for the alternates. Therefore the bid form should have been submitted with the following numbers:

Base Bid	\$139,400.00
Add Alternate 1	\$ 64,250.00
Add Alternate 2	\$ 4,600.00

We apologize for this mistake, but hope that we have shown that it was clerical in nature and that the proper prices are recognizable through this explanation. Please call if you need further information.

Sincerely,



Dan Watkins

REVISED BID FORM

ROOF REPLACEMENT – BOONE COUNTY GOVERNMENT CENTER

Bid Number 03-17JAN13

**To: Purchasing Department
613 E. Ash Street, Room 110
Columbia, Mo. 65201**

**For: Boone County Government Center
801 E. Walnut Street
Columbia, Mo. 65201**

Date: January 24, 2013

From: Watkins Roofing, Inc. hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled: Roof Replacement – Boone County Government Center and dated December 26, 2013, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda IN SUBMITTING THIS BID, THE BIDDER AGREES:

- To hold open the Bid for forty five (45) days from the date shown above;
- To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;
- To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;
- To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.
- To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Bid lump sum of: Base Bid: \$ 139,400.00

Base Bid: Remove existing rock ballast and existing EPDM, dispose of properly and replace any damaged existing insulation. Install a minimum layer of ¼” Dens Deck. This Dens Deck shall be mechanically fastened to the existing metal decking. Install a fully adhered .060 EPDM membrane per manufacturer’s instructions over new Dens Deck. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new pre-finished metal trim from the manufacture of the membrane.

Add Alternate 1: \$ 203,650.00
Remove and replace roof insulation with new

Add Alternate 2: \$ 144,000.00
Install additional insulation in lieu of Dens Deck for a cover board to increase R-Factor: 2” ISO, additional R-12.1

**Replacement of Damaged Insulation: \$ 2,500.00 for 1,000 square foot
with +/- \$ 2.50 per square foot.**

**Replacement of Damaged Sheetrock: \$ 500.00 for 1,000 square foot
with +/- \$ 0.50 per square foot.**

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
1-14-2013	1
1-14-2013	2
1-15-2013	3
1-17-2013	4
1-23-2013	5

COMPANY NAME: Watkins Roofing, Inc.

ADDRESS: 4401 I-70 Drive SE

CITY, STATE, ZIP Columbia, MO 65201

PHONE NUMBER: 573-449-2951

AUTHORIZED REPRESENTATIVE:  Dan Watkins

TITLE: President

SIGNATURE: 

**List Project Manager and Field Superintendent to be assigned to the Project
(Name and brief experience summary)**

Dan Watkins - See attached resume
Jimmy Million - See attached resume

List all work to be self performed by the Bidder on this project.

Roofing and Sheet Metal

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

Meyer Electric

Dan Watkins
822 Edgewood
Columbia, MO 65203

Experience – Supervisor for the following jobs

- Replaced roof at multiple locations for United States Postal Service
- Installed new roof on Broadway Medical Plaza #4
- Replaced roof on both Jones Hall & Lathrop Hall for University of Missouri campus
- Installed new roof on Southern Boone County R-1 Schools
- Replaced roof on Morgan County R-II Schools
- Replaced roof on Fairview, Benton, & Russell Elementary Schools in the Columbia Public School system
- Replaced roof on Lafferre Hall for University of Missouri campus
- Replaced roof on New Haven, Oakland, Rock Bridge, & West Jr High Schools in the Columbia Public School system
- Installed new roof on the Columbia Hy-Vee Store #2
- Installed new roof on the Federal Court House in Jefferson City
- Replaced roof on multiple buildings for Hubbell Power Systems
- Replaced roof on Women's and Children's Hospital South Pavilion
- Replaced roof on Mexico Public Schools – Vo-Tech

Employment

2005 - Present

Sole Owner – Watkins Roofing Inc., Columbia, MO

1984-2005

General Manager – Watkins Roofing Inc., Columbia, MO

1983-1984

Estimator – Watkins Roofing Inc., Columbia, MO

1980-1983

Journeyman Roofer – Watkins Roofing Inc., Columbia, MO

Education

2001 - Advanced Estimating System Certification School

1980 - *University of Missouri – Columbia, MO - Degree - Economics*

Jimmy Million
412 Wisdom St.
Moberly, MO 65270

Experience

- Replaced roof on Hatch Hall for University of Missouri campus
- Replaced roof on both Jones Hall & Lathrop Hall for University of Missouri campus
- Installed new roof on Southern Boone County R-1 Schools
- Replaced roof on Ozark Jr High School in the Ozark R-VI School District
- Installed new roof on Truman State University
- Installed new roof on ABC Laboratories
- Replaced roof on Fairview, Benton, & Russell Elementary Schools in the Columbia Public School system
- Replaced roof on Lafferre Hall for University of Missouri campus
- Replaced roof on New Haven, Oakland, Smithton, & West Jr High Schools in the Columbia Public School system
- Replaced roof on various buildings for the City of Columbia
- Installed new roof on Alpha Hart Lewis Elementary School in the Columbia Public School system
- Installed new roof on the Columbia Hyvee Store #2
- Replaced roof on the Ellis Fischel Cancer Center
- Installed new roof on the Patient Tower at Boone Hospital

Employment

1999 - Present

Construction Foreman – Watkins Roofing Inc. Columbia, MO

1993-1999

Roofer – Self Employed, Moberly, MO

Education

1978

Moberly High School, Moberly, MO
General Curriculum

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ _____)

KNOW ALL MEN BY THESE PRESENTS: That we, Watkins Roofing, Inc.

4401 I-70 Drive, S.E., Columbia, Missouri 65201

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

_____, as Surety, are held and firmly bound unto the County of Boone, Missouri, 613 E. Ash Street, Roon 110, Columbia, Missouri 65201

as obligee, in the sum of Five Percent of Price Bid (5%)

_____ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Bid #: 03-17-Jan13 Roof Replacement, Boone County Government Center

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 8th day of January, 20 12.

Watkins Roofing, Inc.

Principal

By: TD

Employers Mutual Casualty Company

Surety

By: Sue Martin

Attorney-in-Fact

EMC Insurance Companies® No. A02163

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

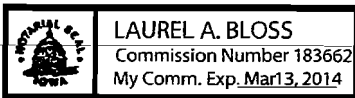
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of JANUARY, 2011.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President/
 Assistant Secretary

On this 21st day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires March 13, 2014.

Laurel A Bloss
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of:
 THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____

J D Clough
 Vice President



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #1 - Issued January 14, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

- 1) The Roof Plan is attached for informational purpose.
- 2) Remove lightening protection and reinstall. Provide new UL Certification.
- 3) Replace metal coping with new.
- 4) Remove and dispose of satellite dish and both satellite dish stands. Stands need to be cut off even with deck.
- 5) Remove and dispose of Christmas lights.
- 6) Remove and dispose of electrical conduit from both satellite dishes. Conduit must be cut off even with deck.
- 7) The Pre-Bid Conference attendee list is attached for informational purpose.
- 8) Replace the *Bid Form* with the attached *Revised Bid Form*
- 9) Two lower roofs are part of this project that includes the roof over the east entrance and EPDM roof over the Commission Chambers.
- 10) The rock ballast from all roofs will be removed by the Contractor and placed into a County dump truck and hauled off by the County.
- 11) **Question received by the County:**
Could we also propose a bid using 60 MIL GAF TPO. TPO has welded seams and is 6 times stronger than taped seams. TPO also has no exclusions for ponding water. Reflectivity and emmisivity it is much better than EPDM.

Response by County: No, the County prefers to stay with the specified EPDM

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 03-17JAN13 – Roof Replacement – Boone County Government Center receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.
Address: 4401 I-70 Drive SE
Columbia, MO 65201
Phone Number: 573-449-2951 Fax Number: 573-874-0201
E-mail address: watkinsroofing@socket.net

Authorized Representative Signature:  Date: 1-17-2013

Authorized Representative Printed Name: Dan Watkins, President



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #2 - Issued January 14, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

Change Bid Due Date and time to:

Thursday, January 24, 2013
1:15 p.m. central time

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.
Address: 4401 I-70 Drive SE
Columbia, MO 65201
Phone Number: 573-449-2951 Fax Number: 573-874-0201
E-mail address: watkinsroofing@socket.net

Authorized Representative Signature: D Date: 1-24-13

Authorized Representative Printed Name: Dan Watkins



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #3 - Issued January 15, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

The County received the following questions and is providing a response below:

- 1) **Question:** Alternate #1: The County is asking to remove and replace existing insulation with new. Can we get some specifications of what type, thickness and R-value of new insulation you want to replace the existing insulation with? This is important to keep the heating and cooling regulated properly and consistently. The test cut taken at the pre-bid showed the existing insulation was ISO insulation 4" to 4.5" thick in one layer. R-value?

Response: 4" ISO

- 2) **Question:** If there is sheet rock under the existing insulation and over the metal deck, can we get some specifications of what type and thickness you want to use? The test cut taken at the pre-bid showed the existing sheet rock to be 1/2" to 5/8" thick. Is it fire rated?

Response: Yes. 1/2" (type X)

- 3) **Question:** I asked in the pre-bid if the metal deck on the upper roof was structurally slope to the existing roof drains. The answer was yes I think so, flat insulation should be the existing insulation. Since the two lower roofs have been added in Addendum #1, I'm asking if the two lower roofs are structurally sloped. My question, is there any tapered insulation required? This should only be an issue if Alternate #1 is accepted and all the existing insulation is replaced.

Response: The main roof is structurally sloped but 1/4" slope. It needs to be maintained if slope ISO was used in any areas. The lower is not structurally sloped & required sloped ISO.

- 4) **Question:** Lightning Protection UL Certification: Is the County hiring this Certified Lightning Protection Contractor or is the Roofing Contractor hiring? If the roofing contractor is hiring the Lightning Protection Contractor, we need some specifications required to remove and reinstall existing lightning cables and grounds.

Response: The awarded roofing Contractor is hiring. Reinstall as currently exists. If there is an issue with the material of the current system, a change order for new material may be necessary.

5) **Question:** I know the county specified that we have 60 days from notice to proceed to complete project with \$100.00 per day liquidated damages, but can you maybe be more specific or share some idea of a possible start date. I know you can't predict the weather, but are we looking Mid February, March or April. A crane will be needed to do project and this is one question being asked by crane companies. We also have other future work scheduled and other work bidding. A more accurate time frame would be good.

Response: It is dependent on weather. If the weather is such that the Contractor prefers to start in late February or March, and that will be acceptable.

By: Melinda B. Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Bid # 03-17JAN13 – Roof Replacement – Boone County Government Center receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.
Address: 4401 I-70 Drive SE
Columbia, MO 65201
Phone Number: 574-449-2951 Fax Number: 573-874-0201
E-mail address: watkinsroofing@socket.net

Authorized Representative Signature:  Date: 1-24-13

Authorized Representative Printed Name: Dan Watkins



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #4 - Issued January 14, 2013

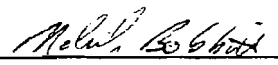
This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

The County received the following question and is providing a response below:

Question: Regarding Addendum #1, item #2 Lightning Protection -Provide new UL Certification and Addendum # 3, Question and Answer #4, my question is, in addendum # 3, I understand the roofing contractor is to unhook existing lightning protection cables, install new roof flashing's, then reinstall lightning protection cable in the same and similar way the existing cables were originally. Does this mean the new UL Certification is no longer required or is a approved lightning protection contractor still needed to get the UL certification requested in addendum #1, item #2?

Response: The County requires the lightning protection reinstalled as close to the current installation as possible. The issue is that the reinstall may look the same but we need to be 100% sure the system will work as installed. If someone leaves just one connection out or makes a bad connection, we have a system that may not work as designed. The awarded Contractor must have a licensed contractor, through LPI or equal group, test and certify that this system will perform as designed. If additional lightning protection is necessary, it shall be done through a change order.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Bid # 03-17JAN13 – Roof Replacement – Boone County Government Center receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.
Address: 4401 I-70 Drive SE
Columbia, MO 65201
Phone Number: 573-449-2951 Fax Number: 573-874-0201
E-mail address: watkinsroofing@socket.net

Authorized Representative Signature:  Date: 1-24-13

Authorized Representative Printed Name: Dan Watkins



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center


ADDENDUM #5 - Issued January 23, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

Clarification: In an effort to clear up any misunderstandings concerning the Lightning Protection, the County expects to have an aluminum system replace the copper existing system on the roof top (Contractor bids as part of the Base Bid). It will be installed on top of the new parapet wall cap. Copper will be salvaged by the Lightning Protection provider (sub-contractor of the awarded Contractor) and a credit given in their charges.

By:


Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #5 to Request for Bid # 03-17JAN13 – Roof Replacement – Boone County Government Center receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.
Address: 4401 I-70 Drive SE
Columbia, MO 65201
Phone Number: 573-449-2951 Fax Number: 573-874-0201
E-mail address: watkinsroofing@socket.net

Authorized Representative Signature:  Date: 1-24-2013

Authorized Representative Printed Name: Dan Watkins

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: Watkins Roofing, Inc.
- 2. Business Address: 4401 I-70 Drive SE
Columbia, MO 65201
- 3. When Organized: 1935
- 4. When Incorporated: Jan 1, 1971
- 5. If not incorporated, state type of business and provide your federal tax identification number:
43-1003848
- 6. Number of years engaged in contracting business under present firm name:
42
- 7. If you have done business under a different name, please give name and location:
NA
- 8. Percent of work done by own staff: 95%
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
- 10. Have you ever defaulted on a contract? No
- 11. List of contracts completed within the last four years, including value of each: _____
See Attached - Projects Completed
- 12. List of projects currently in progress: _____
See Attached - Current Projects Under Construction

*** Attach additional sheets as necessary ***

Watkins Roofing

573-449-2951 / WatkinsRoofing@socket.net

Qualifications - Current and Past Job References

Current Projects Under Construction

		Description of Work
Project Title:	FairCom	Re-Roof
Cost Of Project:	\$121,295.00	TPO Membrane Roof
% Complete:	10%	
Target Completion Date:	01/31/2013	
Name & Address Of Project Contact:	Randal Hoff, VP of Engineering 6300 West Sugar Creek Drive, Columbia, MO 65201	
Phone Number of Project Contact:	(573) 445-6833	
Project Title:	Harry S. Truman VAMC - Construct MRI	New Construction
Cost Of Project:	\$156,858.00	Modified Bituminous
% Complete:	90%	Membrane Roofing
Target Completion Date:	09/15/2012	
Name & Address Of Project Contact:	Luke Vanderbloemen, LEC-CMS, L.P. 9300 Wade Blvd., Suite 315, Frisco, TX 75035	
Phone Number of Project Contact:	(972)-818-7200 ext. 7004	
Project Title:	Columbia Waste Water Treatment Plant	Multiple Buildings
Cost Of Project:	\$310,645.00	Re-Roof
% Complete:	95%	
Target Completion Date:	05/01/2012	
Name & Address Of Project Contact:	KCI Construction - Ron Webelhuth 10315 Lake Bluff Dr., St. Louis, MO 63123	
Phone Number of Project Contact:	(314)-894-8888	
Project Title:	Columbia Public Schools - Rock Bridge and Hickman H.S. Gymnasium Additions	New Construction
Cost Of Project:	\$447,525.00	EPDM Roofing
% Complete:	90%	Metal Wall and Roof Panels
Target Completion Date:	06/30/2013	
Name & Address Of Project Contact:	Sircal Contracting, Inc. - Jeff Wilson 1331 Monroe Street, Jefferson City, MO 65101	
Phone Number of Project Contact:	(573)-893-5977	
Project Title:	Fulton Diagnostic Center Roof Replacement	Roof Replacement
Cost Of Project:	\$209,800.00	Modified Bituminous Membrane
% Complete:	95%	
Target Completion Date:	11/09/2012	
Name & Address Of Project Contact:	State of Missouri - Don Peters 301 West High Street, Jefferson City, MO 65102	
Phone Number of Project Contact:	(573)-751-3339	

Current Projects: (Cont.)

		Description of Work
Project Title:	Bernadette Square	Re-Roof
Cost Of Project:	\$294,460.00	EPDM Roof
% Complete:	25%	
Target Completion Date:	01/31/2013	
Name & Address Of Project Contact:	Harold E Johnson Properties 1101-B Hutchens Drive, Columbia, MO	
Phone Number of Project Contact:	(573)-446-2856	
Project Title:	Mark Twain Hall - University of Missouri	Re-Roof
Cost Of Project:	\$320,000.00	\$14M Dining & Residence Hall Renovation
% Complete:	15%	
Target Completion Date:	06/25/2013	
Name & Address Of Project Contact:	River City Construction - Joey Gerbes 6640 American Setter Dr, Ashland, MO 65010	EPDM Membrane Roof
Phone Number of Project Contact:	(573)-657-7380	
Project Title:	Commerce Bank of Moberly	Re-Roof & Addition
Cost Of Project:	\$121,000.00	EPDM Membrane Roof Metal Wall Panels
% Complete:	0%	
Target Completion Date:	02/01/2013	
Name & Address Of Project Contact:	John Sutherland - River City Construction 6640 American Setter Drive, Ashland, MO 65010	
Phone Number of Project Contact:	(573) 657-7380	

Completed Projects:

		Description of Work
Project Title:	Lincoln University - Perry Hall and Page Library	Roof Replacement
Cost Of Project:	\$340,500.00	TPO Roofing System
Name & Address Of Project Contact:	Lincoln University Design & Construction - Michael Henderson 820 Chestnut Street, Jefferson City, MO 65102	
Phone Number of Project Contact:	(573)-681-5084	
Date of Completion	09/18/2012	
Project Title:	Student Recreation Complex - Replace Roof	Re-Roof
Cost Of Project:	\$956,375.00	Modified Bituminous Membrane
Name & Address Of Project Contact:	James Henley, Plan, Design & Construction 130 General Services Building, Columbia, MO 65211	
Phone Number of Project Contact:	(573)-884-8373	
Date of Completion	08/17/2012	
Project Title:	Columbia Public Schools - Rock Bridge High School	Roof Replacement
Cost Of Project:	\$403,250.00	Membrane Roofing
Name & Address Of Project Contact:	Charlie Oestreich - Facilities & Construction Services 5909 Paris Road, Columbia, MO 65202	
Phone Number of Project Contact:	(573)-214-3760	
Date of Completion	04/06/2012	
Project Title:	Hubbell Power Systems, Inc.	Re-Roof
Cost Of Project:	\$349,780.00	Multiple Buildings
Name & Address Of Project Contact:	Hubbell Power Systems, Inc. - Bruce Kasubke 300 North Howard Burton Dr., Centralia, MO 65240	Membrane Roofing
Phone Number of Project Contact:	(573)-682-8437	
Date of Completion	12/31/2011	
Project Title	Women's & Children's Hospital - South Pavilion	Renovation and Re-Roof
Cost Of Project	\$321,400.00	EPDM Membrane Roof
Name & Address Of Project Contact	Joey Gerbes - River City Construction 6640 American Setter Dr, Ashland, MO 65010	LEED Certified
Telephone Number of Project Contact	(573) 657-7380	
Date of Completion	09/12/2011	
Project Title:	Mexico Public Schools - Vo-Tech	Re-Roof
Cost Of Project:	\$393,750.00	Modified Bitumen Roof
Name & Address Of Project Contact:	Edward Meinking - Chevron Energy Solutions 12980 Foster Drive, Suite 400, Overland Park, KS 66213	
Phone Number of Project Contact:	(913) 748-8692	
Date of Completion:	08/22/2011	
Project Title:	Boone Hospital Center Patient Tower	New Construction
Cost Of Project:	\$812,567.00	\$89 Million Dollar Project
Name & Address Of Project Contact:	SM Wilson - Dave Pederson 2185 Hampton Ave., St. Louis, MO 63136	Membrane Roofing
Phone Number of Project Contact:	(314)-645-9595	
Date of Completion	08/21/2011	

Completed Projects (Cont'd):

		Description of Work
Project Title:	University of Missouri - Various Roof Locations	Re-Roof
Cost Of Project:	\$756,000.00	EPDM Roof
Name & Address Of Project Contact:	Ed Drane - Plan, Design & Construction 130 General Services Bldg-Cm, Columbia, MO 65211	Modified Bitumen Roof
Phone Number of Project Contact:	573-882-4310	
Date of Completion:	08/15/2011	
Project Title:	U.S. Federal Court House	New Construction
Cost Of Project:	\$330,275.00	LEED Certified
Name & Address Of Project Contact:	J.E.Dunn Construction - Mark Patras 929 Holmes, Kansas City, MO 64106	Derbigum Modified Bituminous Membrane Roof
Phone Number of Project Contact:	(816)-426-8844	
Date of Completion	01/06/2010	
Project Title	City Of Columbia-Parks N Rec-Variou Roofs	Multiple Buildings
Cost Of Project	\$588,670.00	Roof Replacement
Name & Address Of Project Contact	Richard Perkins - 2 Guitar St., Columbia, MO 65201	Total of 36 Buildings
Telephone Number of Project Contact	(573)-874-7376	Built-up Roofing
Date of Completion	05/01/2009	Sheet Metal Roofing
Project Title	Missouri State Fair Exterior Repairs Project #F0801-01	Re-Roof - Coliseum
Cost Of Project	\$709,713.00	TPO Sheet Roofing
Name & Address Of Project Contact	Westport Construction - John Hunter 1006 Clark St., Clinton, MO 64735	
Telephone Number of Project Contact	(660)-885-2231	
Date of Completion	01/06/2009	
Project Title	Columbia Public Schools	Re-Roof - Multiple Schools
	Midway, Oakland, Rockbridge, New Haven, Smithton West Junior, Lange, Hickman Fine Arts	
Cost Of Project	\$1,140,886.00	
Name & Address Of Project Contact	Charlie Oestreich - Facilities & Construction Services 5909 Paris Road, Columbia, MO 65202	
Telephone Number of Project Contact	(573)-214-3760	
Date of Completion	08/01/2008	
Project Title	ABC Labs	New Construction
Cost Of Project	\$507,235.00	
Name & Address Of Project Contact	Arco Construction Co.-Kyle Darnell 1750 S. Brentwood Blvd.,Ste 701, St. Louis, MO 63144	
Telephone Number of Project Contact	(314)-963-0715	
Date of Completion	03/21/2008	

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Dan Watkins, being first duly sworn, deposes and
says that he is President
(Title of Person Signing)

of Watkins Roofing, Inc.
(Name of Bidder)

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

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

By D

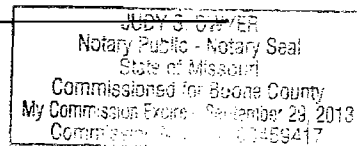
By Dan Watkins

By President

Sworn to before me this 17 day of January, 20 13

Judy S. Sawyer
Notary Public

My Commission Expires 9/29/13



SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated . January 17 . . . , 2013 .

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:


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

Watkins Roofing, Inc.
(If a corporation - show its name above)

4401 I-70 Drive SE, Columbia, MO 65201

ATTEST:

 (Secretary)


 (Title) President

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 17 day of January, 20 13

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

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

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

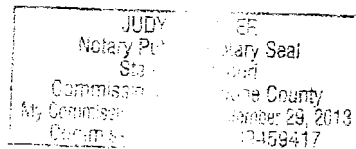
(if a corporation) that he is the President
President or other agent

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

Witness my hand and seal at 8:00 AM the day and year first above written.

(SEAL) Judith D. Dwyer Notary Public

My Commission expires 9/29, 20 13.



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

County of Boone)

)ss

State of Missouri)

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

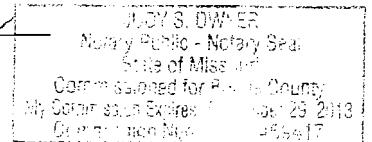
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

D _____ 1-17-2013
Affiant Date

Dan Watkins
Printed Name

Subscribed and sworn to before me this 17 day of Jan, 2013.

Judy S. Dewyer
Notary Public



Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.

Company ID Number: 212944

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Watkins Roofing, Inc

Company Facility Address: 4401 I-76 Drive S E

Columbia MO 65201

Company Alternate
Address:

County or Parish: BOONE

Employer Identification

Number: 431003848

North American Industry

Classification Systems

Code: 238

Parent Company: Watkins Roofing, Inc

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 212944

Approved by:

Employer Watkins Roofing, Inc.

Judy Dwyer

Name (Please Type or Print)

Title

Electronically Signed

05/13/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

05/13/2008

Signature

Date

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: Roof Replacement – Boone County Government Center
Bid Number: 03-17JAN13**

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Roof Replacement – Boone County Government Center dated December 26, 2013.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Purchasing Department to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

The Bidder, hereby agrees to complete the work on the Boone County Government Center Roof Replacement Project herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

Project Completion Timeframe: The Contractor agrees to complete the roof replacement project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued, depending on weather, in the spring of 2013.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: Watkins Roofing, Inc.

By: 
(Signature)

Dan Watkins
(Print or Type Name)

Title: President

Address: 4401 I-70 Drive SE

City, State, Zip: Columbia, MO 65201

Phone: 573-449-2951

Fax: 573-874-0201

Date: January 24, 2013



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center


ADDENDUM #5 - Issued January 23, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

Clarification: In an effort to clear up any misunderstandings concerning the Lightning Protection, the County expects to have an aluminum system replace the copper existing system on the roof top (Contractor bids as part of the Base Bid). It will be installed on top of the new parapet wall cap. Copper will be salvaged by the Lightning Protection provider (sub-contractor of the awarded Contractor) and a credit given in their charges.

By:


Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #5 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #4 - Issued January 14, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

The County received the following question and is providing a response below:

Question: Regarding Addendum #1, item #2 Lightning Protection -Provide new UL Certification and Addendum # 3, Question and Answer #4, my question is, in addendum # 3, I understand the roofing contractor is to unhook existing lightening protection cables, install new roof flashing's, then reinstall lightening protection cable in the same and similar way the existing cables were originally. Does this mean the new UL Certification is no longer required or is a approved lightening protection contractor still needed to get the UL certification requested in addendum #1, item #2?

Response: The County requires the lightning protection reinstalled as close to the current installation as possible. The issue is that the reinstall may look the same but we need to be 100% sure the system will work as installed. If someone leaves just one connection out or makes a bad connection, we have a system that may not work as designed. The awarded Contractor must have a licensed contractor, through LPI or equal group, test and certify that this system will perform as designed. If additional lightning protection is necessary, it shall be done through a change order.

By: _____

Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #3 - Issued January 15, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

The County received the following questions and is providing a response below:

- 1) **Question:** Alternate #1: The County is asking to remove and replace existing insulation with new. Can we get some specifications of what type, thickness and R-value of new insulation you want to replace the existing insulation with? This is important to keep the heating and cooling regulated properly and consistently. The test cut taken at the pre-bid showed the existing insulation was ISO insulation 4" to 4.5" thick in one layer. R-value?

Response: 4" ISO

- 2) **Question:** If there is sheet rock under the existing insulation and over the metal deck, can we get some specifications of what type and thickness you want to use? The test cut taken at the pre-bid showed the existing sheet rock to be 1/2" to 5/8" thick. Is it fire rated?

Response: Yes. 1/2" (type X)

- 3) **Question:** I asked in the pre-bid if the metal deck on the upper roof was structurally slope to the existing roof drains. The answer was yes I think so, flat insulation should be the existing insulation. Since the two lower roofs have been added in Addendum #1, I'm asking if the two lower roofs are structurally sloped. My question, is there any tapered insulation required? This should only be an issue if Alternate #1 is accepted and all the existing insulation is replaced.

Response: The main roof is structurally sloped but 1/4" slope. It needs to be maintained if slope ISO was used in any areas. The lower is not structurally sloped & required sloped ISO.

- 4) **Question:** Lightning Protection UL Certification: Is the County hiring this Certified Lightning Protection Contractor or is the Roofing Contractor hiring? If the roofing contractor is hiring the Lightning Protection Contractor, we need some specifications required to remove and reinstall existing lightning cables and grounds.

Response: The awarded roofing Contractor is hiring. Reinstall as currently exists. If there is an issue with the material of the current system, a change order for new material may be necessary.

5) **Question:** I know the county specified that we have 60 days from notice to proceed to complete project with \$100.00 per day liquidated damages, but can you maybe be more specific or share some idea of a possible start date. I know you can't predict the weather, but are we looking Mid February, March or April. A crane will be needed to do project and this is one question being asked by crane companies. We also have other future work scheduled and other work bidding. A more accurate time frame would be good.

Response: It is dependent on weather. If the weather is such that the Contractor prefers to start in late February or March, and that will be acceptable.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #2 - Issued January 14, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

Change Bid Due Date and time to:

Thursday, January 24, 2013
1:15 p.m. central time

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____
Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 03-17JAN13 – Roof Replacement – Boone County Government Center

ADDENDUM #1 - Issued January 14, 2013

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

- 1) The Roof Plan is attached for informational purpose.
- 2) Remove lightening protection and reinstall. Provide new UL Certification.
- 3) Replace metal coping with new.
- 4) Remove and dispose of satalite dish and both satellite dish stands. Stands need to be cut off even with deck.
- 5) Remove and dispose of Christmas lights.
- 6) Remove and dispose of electrical conduit from both satalite dishes. Conduit must be cut off even with deck.
- 7) The Pre-Bid Conference attendee list is attached for informational purpose.
- 8) Replace the *Bid Form* with the attached *Revised Bid Form*
- 9) Two lower roofs are part of this project that includes the roof over the east entrance and EPDM roof over the Commission Chambers.
- 10) The rock ballast from all roofs will be removed by the Contractor and placed into a County dump truck and hauled off by the County.

11) Question received by the County:

Could we also propose a bid using 60 MIL GAF TPO. TPO has welded seams and is 6 times stronger than taped seams. TPO also has no exclusions for ponding water. Reflectivity and emmisivity it is much better than EPDM.

Response by County: No, the County prefers to stay with the specified EPDM

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **03-17JAN13 – Roof Replacement – Boone County Government Center** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

REVISED BID FORM

**ROOF REPLACEMENT – BOONE COUNTY GOVERNMENT CENTER
Bid Number 03-17JAN13**

**To: Purchasing Department
613 E. Ash Street, Room 110
Columbia, Mo. 65201**

**For: Boone County Government Center
801 E. Walnut Street
Columbia, Mo. 65201**

Date: _____

From: _____ **hereinafter called the Bidder.**

The undersigned as Bidder, having examined the proposed Contract Document as titled: Roof Replacement – Boone County Government Center and dated December 26, 2013, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda IN SUBMITTING THIS BID, THE BIDDER AGREES:

- To hold open the Bid for forty five (45) days from the date shown above;
- To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;
- To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;
- To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.
- To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Bid lump sum of: Base Bid: \$ _____

Base Bid: Remove existing rock ballast and existing EPDM, dispose of properly and replace any damaged existing insulation. Install a minimum layer of ¼” Dens Deck. This Dens Deck shall be mechanically fastened to the existing metal decking. Install a fully adhered .060 EPDM membrane per manufacturer’s instructions over new Dens Deck. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new pre-finished metal trim from the manufacture of the membrane.

Add Alternate 1: \$ _____
Remove and replace roof insulation with new

Add Alternate 2: \$ _____
Install additional insulation in lieu of Dens Deck for a cover board to increase R-Factor: 2” ISO, additional R-12.1

Replacement of Damaged Insulation: \$ _____ **for 1,000 square foot**
with +/- \$ _____ **per square foot.**

Replacement of Damaged Sheetrock: \$ _____ **for 1,000 square foot**
with +/- \$ _____ **per square foot.**

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

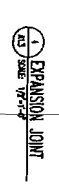
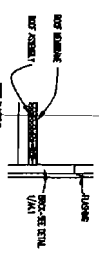
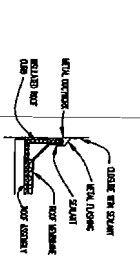
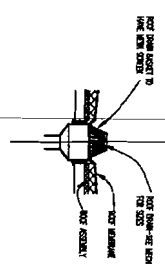
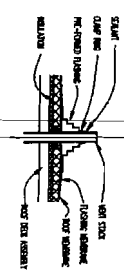
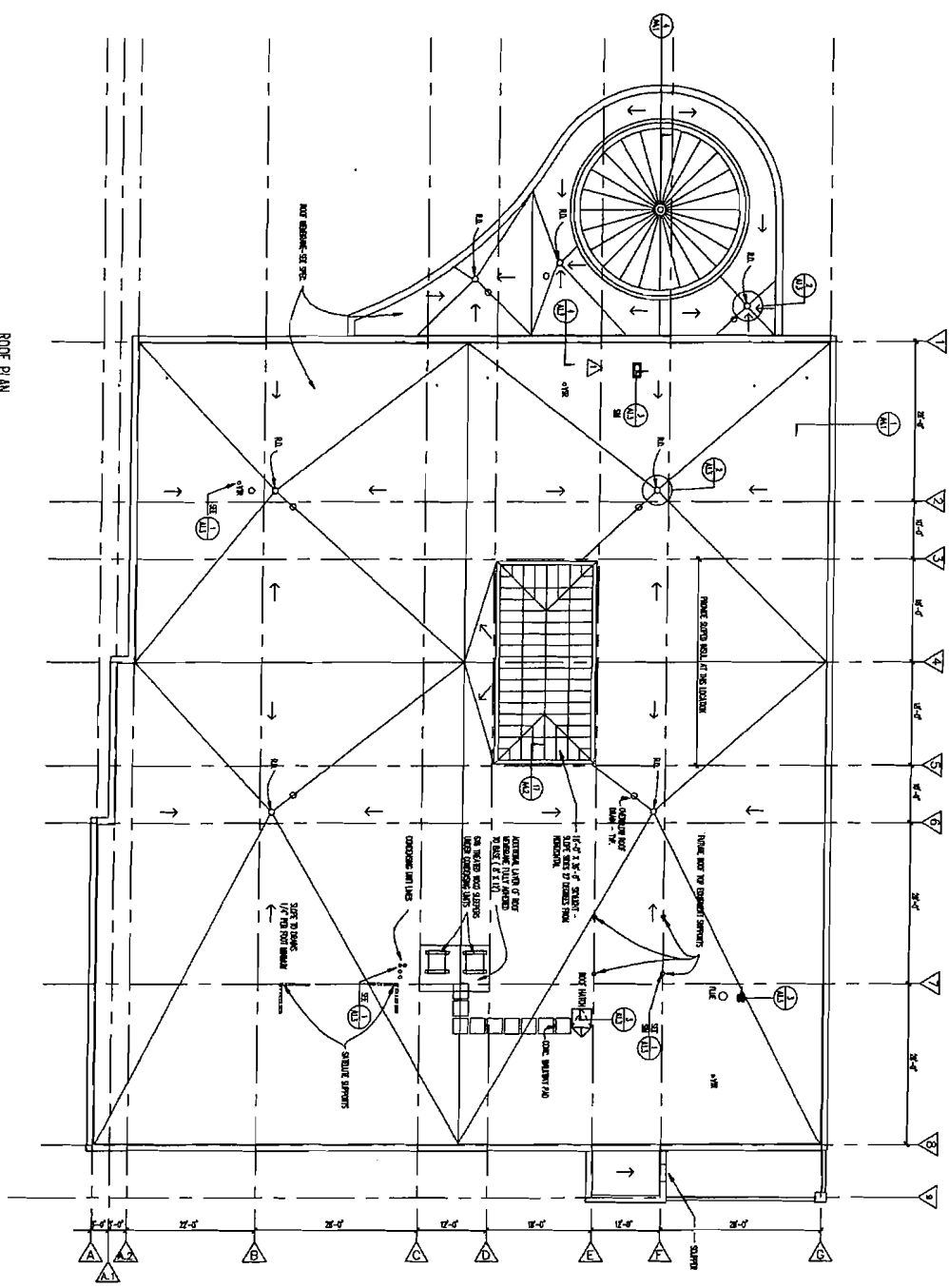
TITLE: _____

SIGNATURE: _____

**List Project Manager and Field Superintendent to be assigned to the Project
(Name and brief experience summary)**

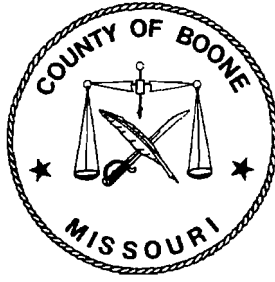
List all work to be self performed by the Bidder on this project.

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



Pre-Bid Conference
03-17JAN13 – Roof Replacement – Boone County Government Center

	Representative Name	Business Name	Telephone Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391
2.	Matt McGehee	Sunshine Contracting	314-479-1311
3.	JAMES DIXON	Roofers Local 20	573-216-6040
4.	Justin Bulcy	Reynolds construction company	417-650-7401
5.	Anthony Frazier	Industrial Roofing	816-540-9165
6.	GREG BACKES	GVR CONST., INC.	660-433-2087
7.	Brian Fischer	Weathercraft Inc.	(573)635-0141
8.	EVIN GEIL	ROOFING SALES	636-946-0100
9.	Aaron Fisher	Missouri Builders Service	(673)636-7733
10.	Danny S. Boyle	Delta Innovative Services	913-371-7100
11.	Clay Minchew	Grove Can Construction	573-881-8680
12.	Dan WATKINS	WATKINS ROOFING	513-449-2951
13.			
14.			
15.			



Roof Replacement – Boone County Government Center

Bid Number: 03-17JAN13

CONSTRUCTION BID REQUEST

Bid Documents,
General Specifications
Technical Specifications

BOONE COUNTY COMMISSION

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

FACILITIES MAINTENANCE / PROJECT MANAGER

Bob Davidson, Facilities Maintenance Manager

BOONE COUNTY PURCHASING

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

A pre-bid conference has been scheduled for Wednesday, January 9, 2013 at 1:30 p.m. in the Purchasing Conference Room located at the Boone County Annex building, 613 E. Ash Street, Columbia, MO 65201. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. Bidders are STRONGLY ENCOURAGED to attend this pre-bid conference.

Questions specific to this project should be directed to the Purchasing Department. All questions pertaining to the project should be received by 5:00 p.m. on January 11, 2013.

INDEX - BID DOCUMENTS

Notice to Bidders.....	3
Bid Response.....	4 - 5
Statement of Bidder's Qualifications.....	6
Instructions to Bidders.....	7 - 8
Bidding Guidelines.....	9 - 11
Bid Form.....	12 - 13
Anti-Collusion Statement.....	14
Signature and Identity of Bidder.....	15
Bidder's Acknowledgment.....	16
Work Authorization.....	17
Insurance Requirements.....	18 - 19
Contract Conditions.....	20 - 23
Contract Agreement (sample).....	24 - 27
*Performance Bond.....	28 - 29
*Labor and Material Payment Bond.....	30 - 31
General Specifications.....	32 - 37
Special Project Conditions.....	38 - 39
Affidavit—OSHA Requirements.....	40
Affidavit—Prevailing Wage.....	41
State Wage Rates.....	42 - 56
Boone County Standard Terms and Conditions.....	57 - 58

***For the awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein at the time of contract execution (not with Bid Response).**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for 03-17JAN13 – Roof Replacement – Boone County Government Center.

Scope of Project Construction: To furnish labor and material to complete the following scope of work:

Base Bid: Remove existing rock ballast and existing EPDM, dispose of properly and replace any damaged existing insulation. Install a minimum layer of ¼” Dens Deck. This Dens Deck shall be mechanically fastened to the existing metal decking. Install a fully adhered .060 EPDM membrane per manufacturer’s instructions over new Dens Deck. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new pre-finished metal trim from the manufacture of the membrane.

Add Alternate 1: Remove and replace roof insulation with new

Add Alternate 2: Install additional insulation in lieu of Dens Deck for a cover board to increase R-Factor: 2” ISO, additional R-12.1

Sealed bids will be accepted until 1:15 p.m. central time on Thursday, January 17, 2013 at the Boone County Annex building, Purchasing Department, Attn: Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri, 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids will be publicly opened after 1:30 p.m. on January 17, 2013 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.

A pre-bid conference has been scheduled for Wednesday, January 9, 2013 at 1:30 p.m. in the Boone County Annex building, conference room, 613 E. Ash Street, Columbia, Missouri. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are STRONGLY URGED to attend.

All questions pertaining to the project should be received by 5:00 p.m., January 11, 2013 in order to allow an addendum to be prepared.

A Bid Bond or Certified Check made payable to the County, in the amount of 5% of the Base Bid(s) shall accompany the following Bid Package as a guarantee that the bidder, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Bidder shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle the Bidder to a return of the deposit or Bid Bond.

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 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.

Boone County notifies all Bidders that it will affirmatively insure 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 of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: Roof Replacement – Boone County Government Center
Bid Number: 03-17JAN13**

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Roof Replacement – Boone County Government Center dated December 26, 2013.**

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Purchasing Department to correct any multiplication of “Unit Price” by “Quantity” as shown under “Extended Total”.

SECTION II

The Bidder, hereby agrees to complete the work on the Boone County Government Center Roof Replacement Project herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

Project Completion Timeframe: The Contractor agrees to complete the roof replacement project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued, depending on weather, in the spring of 2013.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

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. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

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? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the **Roof Replacement – Boone County Government Center, Bid No. 03-17JAN13** will be constructed, Scope of Work, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda, if any, should be signed and attached to the proposal 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 visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

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

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

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

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

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

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 fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within eight days thereafter Owner shall deliver one fully signed counterpart to Contractor.

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 Purchasing Department a written request for an interpretation thereof six days prior to the submittal of bid. 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.

Each set of bids shall 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 shall be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bid Response,
2. Statement of Bidder's Qualifications,
3. Bidding Forms,
4. Anti-Collusion Statement,
5. Signature and Identity of Bidder,
6. Bidder's Acknowledgment,
7. Work Authorization Certification
8. *Performance Bond, and
9. *Labor and Material Payment Bond.

***FOR THE AWARDED CONTRACTOR, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED HEREIN AT TIME OF CONTRACT EXECUTION.**

Performance bond and labor and material payment bond to be provided at the time of contract execution (not returned with vendor's bid proposal response).

1. BIDDING GUIDELINES

The submission of a Bid shall be deemed the Bidders tacit acknowledgement and considered conclusive evidence that:

Each Bidder is responsible for reviewing and taking into consideration all Bid Documents, local regulations and any other reasonably known items that may affect the cost to perform the work.

The Bidder has visited the site and is familiar with all conditions, including the nature, amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its cost.

The Bidder assumes ultimate responsibility for ensuring that they have obtained all bid documents and that all documents are complete.

Compensation will not be awarded to Bidders who have incurred cost for above referenced conditions.

If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents or Specifications, the Bidder should immediately contact the Purchasing Department for clarification.

Questions regarding the documents or bidding procedures or requests for interpretations, corrections or changes should be delivered to the Purchasing Agent: Melinda Bobbitt, CPPB, Director of Purchasing. Boone County Annex, Purchasing Department, 613 E. Ash Street, Room 110, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; e-mail: mbobbitt@boonecountymmo.org.

All requests and questions will be received until six (6) days before the opening of bids.

Each contractor shall comply fully with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction on the project.

Interpretations, corrections or changes to the Bid Documents made in any manner other than a written Addenda issued by the Purchasing Department, shall not be binding and Bidders shall not rely upon such interpretations, corrections or changes.

2. BIDDING INSTRUCTIONS

See Section 5.1 for Bid Form

Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

Each bid must be complete and free from ambiguity and signed by an individual authorized to bind the bidder and if submitted by a partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

The Bidder shall submit the Bid Proposal in an opaque, sealed envelope bearing the name of the Bidder and the Bid Number addressed to;

**County of Boone – Purchasing Department
613 E. Ash Street, Room 110
Columbia, MO. 65201**

Attn: Melinda Bobbitt, Director of Purchasing

If the Bidder elects to mail the bid, it must be mailed to the address above.

If the Bidder elects to hand deliver the bid, it must be delivered to the address above.

Any bid received after the due date stated in the Notice to Bidders will be rejected.

All bids must be submitted in strict conformance with the documents contained in or referred to in the Bid Documents.

Bids shall be firm for acceptance within a minimum of (45) forty five days from the bid due date. Failure to provide the minimum quotation validity period may result in the Bidder's proposal being non-responsive and forfeiture of submitted Bid Bonds.

3. BIDDING INDEMNIFICATION

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer and Project Manager and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Bid.

4. BIDDING MODIFICATIONS / WITHDRAWAL OF BIDS

A Bidder may, without prejudice to itself, modify or withdraw its bid form consideration if such a request is made in writing and received by Boone County prior to the due date and time for submission of bids stated in the Notice to Bidders.

Other than delivered, bids will not be considered. Bids already submitted, however, may be modified by fax provided such modification is received by Boone County prior to the bid date due.

5. BID EXPENSE

Any expense or costs incurred by the Bidder in the preparation of and response to the Bid Documents will be at the sole cost and expense of the Bidder.

6. CONTRACT AWARD

In awarding the Contract Work, the Owner will evaluate the price, the completeness of the Bid, the Bidders skill, ability, responsibility, experience, capacity, financial standing, schedule, efficiency and any other factor deemed appropriate by the Owner.

The Owner maintains the following rights and considerations:

- a. To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid that is in any way incomplete or irregular.
- b. To waive any informality or irregularity in any Bid received.
- c. To award all or part of a bid as well as the right to let other contracts in connection with the work.
- d. To award a Contract, based on the bids received, without any further discussion of such bids,

- e. To award individual contracts for the Contract work on the basis of each separate Base Bid amount as itemized on the Bid Form(s) or award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.

7. UNIT PRICES

The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Bid Category(ies) which must be completed by the Bidder as a part of the Bid. If the Unit Prices are not completed, the Bid will not be considered responsive and may be rejected by the Owner.

It is the intent that all Unit Prices shall completely cover all costs, expenses, overhead and profit for such work.

8. OWNER'S TAX EXEMPTION STATUS

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

BID FORM
ROOF REPLACEMENT – BOONE COUNTY GOVERNMENT CENTER
Bid Number 03-17JAN13

To: Boone County Annex
Purchasing Department
613 E. Ash Street, Room 110
Columbia, Mo. 65201

For: Boone County Government Center
801 E. Walnut Street
Columbia, Mo. 65201

Date:

From: _____ **hereinafter called the Bidder.**

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Roof Replacement – Boone County Government Center and dated December 26, 2013, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

- To hold open the Bid for forty five (45) days from the date shown above;
- To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;
- To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;
- To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.
- To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Bid lump sum of:

Base Bid: \$ _____

Base Bid: Remove existing rock ballast and existing EPDM, dispose of properly and replace any damaged existing insulation. Install a minimum layer of ¼” Dens Deck. This Dens Deck shall be mechanically fastened to the existing metal decking. Install a fully adhered .060 EPDM membrane per manufacturer’s instructions over new Dens Deck. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new pre-finished metal trim from the manufacture of the membrane.

Add Alternate 1: \$ _____

Remove and replace roof insulation with new

Add Alternate 2: \$ _____

Install additional insulation in lieu of Dens Deck for a cover board to increase R-Factor: 2” ISO, additional R-12.1

Replacement of Damaged Insulation: \$ _____ **for 1,000 square foot**
with +/- \$ _____ **per square foot.**

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

**List Project Manager and Field Superintendent to be assigned to the Project
(Name and brief experience summary)**

List all work to be self performed by the Bidder on this project.

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

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

 (If a corporation - show its name above)

ATTEST:

 (Secretary)

 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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

County of _____)
)ss
State of _____)

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

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

_____ Date
Affiant

Printed Name

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

Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation of enrollment.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

BUILDER'S RISK - The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract.

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

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.

"Engineer" shall mean the authorized representative of the Owner or the Architect for whom the work is to be performed, as the context requires.

"Work" of the Contractor includes labor or material, or both.

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

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

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

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

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

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

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

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered

at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

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

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

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

DISCHARGE OF EMPLOYEES: Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

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."

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.

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.

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.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND 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 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 Project Manager, 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 Project Manager, 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.

Warranty from the Manufacturer

At the completion of the project, Contractor must furnish Owner with a 20 year warranty from the manufacturer.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

(Sample) CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between Boone County, Missouri, by and through its County Commission (hereinafter referred to as Owner), and _____ (hereinafter referred to as 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:

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

Roof Replacement – Boone County Fairgrounds - Bid Number: 03-17JAN13

and agrees to perform all the work required by the Contract in strict accordance to the Specifications.

2. The following Contract documents and all addenda (if applicable) 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 this Contract unless otherwise specified in writing.

- 2.1. Notice to Bidders
- 2.2. Bid Response
- 2.3. Statement of Bidder's Qualifications
- 2.4. Instructions to Bidders
- 2.5. Bidding Guidelines
- 2.6. Bid Form
- 2.7. Anti-Collusion Statement
- 2.8. Signature and Identity of Bidder
- 2.9. Bidder's Acknowledgment
- 2.10. Work Authorization Certification
- 2.11. Insurance Requirements
- 2.12. Contract Conditions
- 2.13. Contract Agreement
- 2.14. Performance Bond
- 2.15. Labor and Material Payment Bond
- 2.16. General Specifications
- 2.17. Special Project Conditions
- 2.18. Affidavit – OSHA Requirements
- 2.19. Affidavit – Prevailing Wage
- 2.20. State Prevailing Wage Rates: Annual Wage Order No 19, dated 10/12
- 2.21. Boone County Standard Terms and Conditions
- 2.21. Notice to Proceed

It is understood and agreed that, except as may be otherwise provided in the General Specifications and the Technical Specifications, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be

encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.

4. Time and Manner of Construction:

4.1. The Contractor agrees to commence construction not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by Owner under the Contract.

4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.

4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

5. Construction not in proposal: Contractor also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

- a. The cost of materials shall be determined by the invoices.
- b. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.

Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.

6. ~~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 agents of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Project Manager as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner (if applicable).

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

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

9. 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.

10. The Contractor expressly warrants that he 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. Also, 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 he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor 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.

11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The Owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

12. Integration; Amendment: It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

14. The Owner agrees to pay the Contractor in the amount of

\$ _____

as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders. Payments shall be made as set out in these Contract Documents, and payment requests shall be made on forms approved by Owner.

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

(Date)

CONTRACTOR:

OWNER:

BOONE COUNTY, MISSOURI

By: _____

Authorized Representative (Signature)

By: _____

Daniel K. Atwill, Presiding Commissioner

Authorized Representative (Print or Type Name)

Title

ATTEST:

Approved as to Legal Form:

Wendy S. Noren, County Clerk

C.J. Dykhouse, Boone 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.)

Signature

Date

Appropriation Amount

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as 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:

Bid Number: 03-17JAN13
ROOF REPLACEMENT – BOONE COUNTY GOVERNMENT CENTER
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 _____, 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: _____

LABOR AND MATERIAL PAYMENT BOND

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

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

_____ DOLLARS

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

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

**Bid Number: 03-17JAN13
ROOF REPLACEMENT – BOONE COUNTY GOVERNMENT CENTER
BOONE COUNTY - MISSOURI**

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

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

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

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

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

 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 1. - DEFINITIONS

- A. **Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Project Manager:** Shall mean the Owner's representative, as the context requires.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Comprehensive Proposal. The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Project Manager; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Authority and Inspection. The Project Manager has direct charge of the engineering details of each construction project. The Project Manager has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.2. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Project Manager of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Project Manager to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Project Manager, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions: Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Project Manager. For a list of County observed holidays, contact the Project Manager.

8.2. Contractor shall notify the Project Manager a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Project Manager will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices as applicable. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

1. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
2. Failure to properly submit certified copies of labor payrolls required under Section 10.
3. Defective work not remedied.
4. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
5. A reasonable doubt that the contract can be completed for the balance then unpaid.
6. Damage to another Contractor.

9.5. Release of Retained Percentages:

9.5.1. Prior to any release of retained percentage the 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 bond;
- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

9.5.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law.

9.5.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by 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.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

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

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. 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 social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the 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.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
-

3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans (if applicable) and specifications representing "as-built conditions" and shall at all times give the County and the Project Manager access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Project Manager, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Project Manager shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - 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.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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 its 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.

SECTION 15 - 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.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Project Manager, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Project Manager, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Project Manager and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

SPECIAL PROJECT CONDITIONS

SECTION 1 – PROJECT NAME AND LOCATION:

Roof Replacement – Boone County Government Center

801 E. Walnut Street

Columbia, MO 65201

SECTION 2 - GENERAL

The Scope of Work in the bid package includes the following items in addition to all work shown or described in the documents:

- a. All work to be governed by and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.
- b. If a contradiction in the contract documents occurs then the more restrictive interpretation shall prevail and be included in that respective contractor's bid.
- c. The responsibilities of each contractor are intended to coincide to provide a complete and total project. It is the responsibility of each Bidder to become familiar with the Construction Documents for the Project and identify any discrepancies or misunderstanding that may exist.
- d. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and insure that these policies are enforced each day.
- e. Contractor's Employee Conduct: Contractor shall be responsible for proper personal conduct of all of Contractor's personnel while they are on the premises or providing services hereunder. The Government Center is smoke-free and Contractor and Contractor's employees shall adhere to this policy. Contractor shall not employ any person(s) on or about the premises that, while on the premises, use improper language, act in a loud or boisterous manner, whistles or calls to pedestrians on the street/sidewalk, abuse controlled substances, consume alcoholic beverages, or use tobacco products. Contractor shall remove any employee whose conduct County believes to be detrimental to the best interest of County. Employees shall leave the premises immediately at the conclusion of their shift.
- f. The Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and inspection.
- g. The Contractor shall be represented at the site by a competent full-time superintendent / foreman from the beginning of the work until acceptance.
- h. The Contractor and subcontractors are required to attend job progress meetings as required by the Owners representative.
- i. Work hours are 7:00 a.m. until 4:30 p.m. – Monday through Friday, unless special arrangements are made with the Owner's representative.

- j. 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.
- k. No staging area will be provided by County. If parking is needed, Contractor is responsible to contact the City of Columbia to arrange for meter hoods.

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AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of 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 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.

RECORDS: The 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.

NOTICES: Throughout the life of this 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 of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: 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.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 9, 2012**

Last Date Objections May Be Filed: **April 9, 2012**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/12		\$31.26	55	60	\$19.51
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason	7/12		\$28.20	59	7	\$14.83
Carpenter	7/12		\$24.09	60	15	\$13.65
Cement Mason	7/12		\$25.73	9	3	\$10.70
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	8/12		\$26.16	86	66	\$22.60
Group II	8/12		\$26.16	86	66	\$22.60
Group III	8/12		\$24.91	86	66	\$22.60
Group III-A	8/12		\$26.16	86	66	\$22.60
Group IV	8/12		\$23.93	86	66	\$22.60
Group V	8/12		\$26.86	86	66	\$22.60
Pipe Fitter	8/12	b	\$34.25	91	69	\$25.03
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Milwright	7/12		\$25.09	60	15	\$13.65
Ironworker	8/12		\$27.81	11	8	\$21.04
Painter	7/12		\$21.95	18	7	\$11.42
Plasterer	7/12		\$24.54	94	5	\$12.39
Plumber	8/12	b	\$34.25	91	69	\$25.03
Pile Driver	7/12		\$25.09	60	15	\$13.65
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker	7/12		\$29.35	40	23	\$14.64
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$29.52	7	16	\$13.50
Millwright	7/12	\$29.52	7	16	\$13.50
Pile Driver	7/12	\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$25.24	21	5	\$22.50
Group II	8/12	\$24.89	21	5	\$22.50
Group III	8/12	\$24.69	21	5	\$22.50
Group IV	8/12	\$21.04	21	5	\$22.50
Oiler-Driver	8/12	\$21.04	21	5	\$22.50
Laborer					
General Laborer	7/12	\$25.81	2	4	\$11.52
Skilled Laborer	7/12	\$26.41	2	4	\$11.52
Truck Driver-Teamster					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction\Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

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

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

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

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

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

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

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

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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



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

Standard Terms and Conditions

Melinda Bobbitt, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
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10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
 11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
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13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

WATKINS ROOFING, INC.
DUNS: 053980439 CAGE Code: 678Z9
Status: Active

4401 I70 DR SE
COLUMBIA, MO, 65201-6707 ,
UNITED STATES

Entity Overview

Entity Information
DUNS: 053980439
Name: WATKINS ROOFING, INC.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:09/17/2013

Exclusions
Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

WWW3

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

(Please complete and return with Contract)


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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Dan Watkins, President
Name and Title of Authorized Representative


Signature

2-18-13
Date

PERFORMANCE BOND

Bond #: S417755

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Watkins Roofing, Inc.

4401 I-70 Drive S.E., Columbia, MO 65201

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, Iowa 50306

a Corporation, organized under the laws of the State of Missouri
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 One Hundred Forty Four Thousand and Zero Cents 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:

**BID NUMBER 03-17JAN13
Roof Replacement – Boone County Government Center
BOONE COUNTY, MISSOURI**

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

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

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

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

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

Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 13th day of February, 2013.

Watkins Roofing, Inc.
(Contractor)

(SEAL)

BY: 

Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: 

Sue Martin

(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: Sue Martin
Phone Number: 573-874-3102
Address: 3928 S. Providence
columbia, MO 65203

An Affirmative Action/Equal Opportunity Institution

LABOR AND MATERIAL PAYMENT BOND

Bond #: S417755

KNOW ALL PERSONS BY THESE PRESENTS, that we, Watkins Roofing, Inc.
4401 S.E. I-70 Drive, Columbia, Missouri 65201,
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, Iowa 70306
a corporation organized under the laws of the State of Missouri,
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
One Hundred Forty Four Thousand and No/100 DOLLARS

(\$ 144,000.00), 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 _____ entered
into a contract with Owner for

BID NUMBER 03-17JAN13
Roof Replacement – Boone County Government Center
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:

An Affirmative Action/Equal Opportunity Institution

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

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

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


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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 12th day of February 2013.

CONTRACTOR Watkins Roofing, Inc. (SEAL)

BY: 

SURETY COMPANY Employers Mutual Casualty Co.

BY: 
(Attorney-In-Fact) Sue Martin

BY: 
(Missouri Representative)

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

EMC Insurance Companies® No. A02181

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

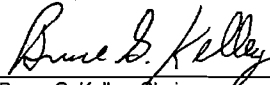
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

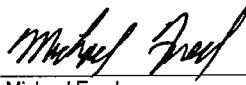
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

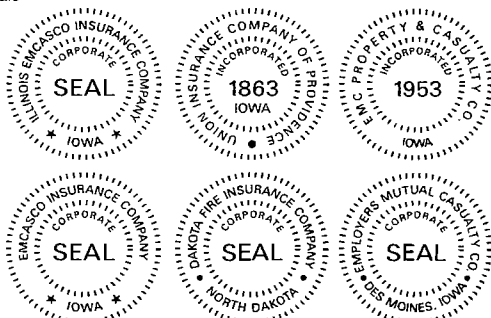
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

21st day of JANUARY, 2011.

Seals



 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

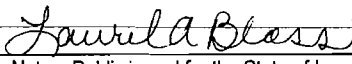

 Michael Freel
 Assistant Vice President/
 Assistant Secretary



On this 21st day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.



 **LAUREL A. BLOSS**
 Commission Number 183662
 My Comm. Exp. Mar 13, 2014

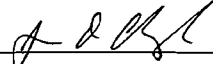

 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of February, 2013.


 Vice President

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 5th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Capital Expenditure from the Capital Expenditures subsidy within the Fairgrounds Maintenance Fund to Air Systems, LLC in the amount of \$148.52 for emergency HVAC repairs.

Done this 5th day of March, 2013

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

PAYMENT REQUISITION BOONE COUNTY, MISSOURI



02/11/2013
REQUISITION
DATE

03/06/2013
VENDOR
DUE DATE

TRANS: 2013 000543

Check Routing Instructions

008090
VENDOR
NO.

AIR SYSTEMS LLC
VENDOR NAME

PROF SVCS
BID NUMBER

RECEIVED

Notes: FEB 11 2013

BOONE COUNTY
AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
2120	92200	20379	AIR SYSTEMS WORK ORDER 12-3395 2HRS LABOR	148.52
GRAND TOTAL :				148.52

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

Approving Official

Approving Official

Approving Official

Prepared By

County Commission Approval

Auditor Approval



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203

Phone: (573) 817-0700
 Fax: (573) 443-1688

Website: www.airsystemsllc.com

Invoice

BILL TO
BOONE COUNTY FAIRGROUNDS c/o BOONE COUNTY COMMISSION 801 E. WALNUT COLUMBIA, MO 65201

DATE	INVOICE #
2/6/2013	20379

QUANTITY	DESCRIPTION	TERMS	P.O. NUMBER
		Net 30	
		PRICE EACH	AMOUNT
	HVAC EMERGENCY SERVICE CALL REQUEST BY C.W. ADAMS.		
2	HOURS LABOR. NO HEAT. FOUND ONE UNIT OUT OF REFRIGERANT. ALSO FOUND BAD TIME DELAY, COMPRESSOR WITH LOCKED ROTOR, HANGING HEATER REGULATOR BAD. 01/25/13 - WORK ORDER # 12-3395	74.26	148.52
Thank you for your business.		Total	\$148.52

All accounts are due within 30 days of the invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.



Air Systems, LLC
 Commercial & Industrial
 Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203

FEB 11 2013
 BY: _____

Phone: (573) 817-0700
 Fax: (573) 443-1688

Website: www.airsystemsllc.com

Invoice

BILL TO
BOONE COUNTY FAIRGROUNDS c/o BOONE COUNTY COMMISSION 801 E. WALNUT COLUMBIA, MO 65201

DATE	INVOICE #
2/6/2013	20379

TERMS	P.O. NUMBER
Net 30	

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
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Thank you for your business.	Total	\$148.52
------------------------------	--------------	----------

All accounts are due within 30 days of the invoice date. Any account overdue will be subject to a finance charge of 1 1/2% per month on the unpaid balance.

Janet [Signature]
 2/11/13

Air Systems, LLC

Commercial & Industrial Air Conditioning & Heating
 1208 Jefferson St.
 Columbia, MO 65203
 PHONE: 573-817-0700



- JOB COMPLETE
- JOB IN PROGRESS
- SERVICE FOLLOW-UP
- CONTROLS FOLLOW-UP

- PARTS NEEDED
 - PARTS ORDERED
 - SALES FOLLOW-UP
- 1-28-13 *[Signature]*

FEB 11 2013

T & M QUOTE BAS
 Invoice To: Contract Warranty Job # _____

Work Order # 12 - 3395

CUSTOMER/JOB NAME: Brown Fair Grounds

Customer P.O. # _____ Contract # _____

Address: _____

Contact Name: _____ Phone # _____

REFRIGERANT MANAGEMENT LOG		
	QTY	FREON TYPE
System Freon	_____	<input type="checkbox"/> R-22
Recovered Freon	_____	<input type="checkbox"/> R-11
New Freon	_____	<input type="checkbox"/> R-123
Freon Returned to System	_____	<input type="checkbox"/> R-134 A
Non-usable Freon	_____	<input type="checkbox"/> Other _____
Stockpile	_____	

DATE	TECHNICIAN	REG. HRS.	OT. HRS.	PER DIEM
1/25/13	Andy	2		

ENSURE ALL APPLICABLE FIELDS ARE COMPLETE

MANUFACTURER: _____
 UNIT MODEL #: _____
 SERIAL #: _____

MANUFACTURER: _____
 UNIT MODEL #: _____
 SERIAL #: _____

PROBLEM DESCRIPTION No Heat

WORK PERFORMED Found unit on Comp. 2 out of
 refrigerant. unit 3-1 low on ground loop water (unit 1
 3-2 had trap delay. @ unit 2-1 breaker
 tripped connecting bad on contractor 2-2 stuck
 comp. pulling back rotor. S.V. hanging
 heater needs regulator replaced.

FOLLOW UP DESCRIPTION _____

QUANTITY	ITEM OR PART DESCRIPTION	PO #	INDICATE ITEMS USED	
			Flue gas analyzer	Rigging
			Gantry	Solder Qty: SM Med LG
			Leak detector	Torch use: SM LG
			Nitrogen SM LG	Vacuum pump: SM LG
			Reamer (tube) # of Brushes	Vac-U-Save heater
			Recovery machine: SM LG	Waste oil gallons: _____
			Refrigerant lbs: _____/Type _____	Misc Truck Stock: Level 1 2 3
			Refrigerant Disposal lbs: _____	Pickup & Delivery: Level 1 2 3
			Ref. Cylinder clean up 50 lbs 125 lbs	

CUSTOMER APPROVAL [Signature] DATE _____

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Beverly Brammer - Re: Draft Commission Order Language - 2120-92200 (Fairgrounds)

From: Janet Thompson
To: June Pitchford
Date: 2/19/2013 12:25 PM
Subject: Re: Draft Commission Order Language - 2120-92200 (Fairgrounds)
CC: Beverly Brammer; CJ Dykhouse; Jason Gibson

thank you so much, June, for helping to put this process in place.

Janet M. Thompson
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut
Columbia, MO 65201-7732
573-886-4305 (office)
573-886-4311 (fax)
JThompson@boonecountymo.org

>>> June Pitchford 2/19/2013 12:16 PM >>>

Janet,

In follow-up to our conversation regarding a commission order for the pending invoice to Air System, LLC, here's our suggestion:

Now on this day the County Commission of the County of Boone hereby approves an expenditure in the amount of \$ _____ to _____ (vendor name) to be paid from the Capital Expenditures subsidy, appropriation account 2120-92200, within the Fairgrounds Maintenance Fund.

In this immediate situation (pending invoices to Air Systems LLC), Beverly will obtain a copy of the Commission Order from Mike and attach it to the Pay Request along with the invoice. (I'm assuming you or Beverly will follow-up with Mike to schedule this on the agenda.)

Going forward under the "new process" and using the form developed by CJ, we will need to identify the commission order (s) needed for each project; Beverly will then attach these to the appropriate Pay Requests. We'll have an opportunity to figure this out as we work our way through the upcoming door project.

In any event, though, commission orders will be needed for ALL payments coming from appropriation 2120-92200 from here forward.

Thanks,
June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 13

In the County Commission of said county, on the 5th day of March 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between the County of Boone and the Curators of the University of Missouri on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences for services of physicans to perform the duties of County Medical Examiner. The terms of this agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 5th day of March, 2013.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

RECEIVED

FEB 19 2013

BOONE COUNTY
AUDITOR

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2013, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Chris Stacy, M.D.
2. The University shall provide support services per Addendum A attached.
3. The term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2013 and ending on the 31st day of December, 2013.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments of ~~\$16,367.17~~ ^{DS} 16,304.67 ¹⁸
6. The County shall provide Medical Examiner Coverage under it's Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year stated above.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

BOONE COUNTY, MISSOURI

Dave Smarr 1/18/13
Dave Smarr
Asst. Vice Chancellor
Administrative Services

[Signature]
By:

Wendy S. Noren
By: *my*

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 appropriation sufficient to pay the costs arising from this contract.

Jane Pitchford
Auditor Date
Dept 1280 Accounts 71101 + 86300
Total Appropriation \$195,656

APPROVED
AS TO
LEGAL FORM
1/15/13

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: *1/31/2013*

BUSINESS SERVICES
MU *1/18/13*



BOONE CTY
MED EXAMINER SVCS

ADDENDUM A

This addendum defines the Medical Examiner Support Services that provide a Chief Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, telephones, cell phones, pagers, and answering service.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of statistics, reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.

11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor
 12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
 13. The University shall provide quarterly reports to the county in order to track services provided.
-

Addendum B

14. The University will bill Boone County, the annual sum of ~~\$196,406~~^{195,656¹⁰ \$} for all services performed by the Medical Examiner's office.
- i. This shall include services of licensed physician described in section one to serve as Medical Examiner; Medical Examiner Office Support services (Death Investigator, Forensic technician, clerical staff, etc..) ~~\$171,406~~^{170,656¹⁰ \$}
 - ii. All related testing & services, i.e. x-rays, toxicology, etc. \$25,000.00
- b. Monthly billing will be ~~\$16,367.17~~^{16,304.67¹⁰ \$}

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office
Please do not remove staple

1/30/13

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

1006

University of Mo-Columbia AR

VENDOR NO.

VENDOR NAME

BID NUMBER

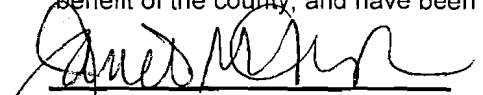
Ship to Department #1280

Bill to Department #1280

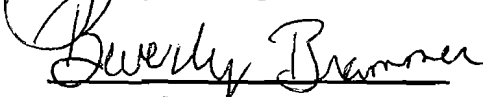
Department	Account	Item Description	Qty	Unit Price	Amount
1280	71101	Jan 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	Jan 2013 Medical Examiner Testing			\$2,083.33
1280	71101	Feb 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	Feb 2013 Medical Examiner Testing			\$2,083.33
1280	71101	March 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	March 2013 Medical Examiner Testing			\$2,083.33
1280	71101	April 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	April 2013 Medical Examiner Testing			\$2,083.33
1280	71101	May 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	May 2013 Medical Examiner Testing			\$2,083.33

GRAND TOTAL: _____

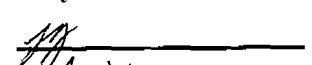
I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.



Approving Official



Prepared By



Auditor

1/30/13

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

1006

University of Mo-Columbia AR

VENDOR NO.

VENDOR NAME

BID NUMBER

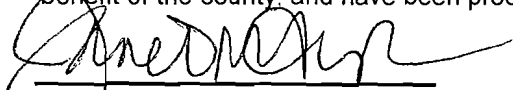
Ship to Department #1280

Bill to Department #1280

Department	Account	Item Description	Qty	Unit Price	Amount
1280	71101	June 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	June 2013 Medical Examiner Testing			\$2,083.33
1280	71101	July 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	July 2013 Medical Examiner Testing			\$2,083.33
1280	71101	August 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	August 2013 Medical Examiner Testing			\$2,083.33
1280	71101	September 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	Sep 2013 Medical Examiner Testing			\$2,083.33
1280	71101	Oct 2013 Medical Examiner			\$14,221.34
		Professional Services			
1280	86300	Oct 2013 Medical Examiner Testing			\$2,083.33

GRAND TOTAL:

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

