

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

June

20 17

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

Now on this day the County Commission of the County of Boone does hereby award bid 23-25MAY17 – River Oaks Road Culvert Replacement 2017 to C. L. Richardson Construction Co., Inc. of Ashland, MO.

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

Done this 20th day of June, 2017

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry

Fred J. Parry  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: June 16, 2017  
RE: 23-25MAY17-River Oaks Road Culvert Replacement - 2017

23-25MAY17-River Oaks Road Culvert Replacement - 2017 opened on May 25, 2017. Three (3) bids were received. Resource Management recommends award by low bid to C. L. Richardson Construction Co., Inc. of Ashland Missouri.

Cost of the contract is \$108,478.80. There will be a 5% contingency of \$5,423.94 added for a Purchase Order total of \$113,902.74 which will be paid from department 2041 – Infrastructure Preservation and Rehab – Resource Management Design and Construction, account 71202 – Contractor Costs. The engineer's estimate was \$96,010.00.

att: Bid Tab

cc: Micah Taylor, Resource Management  
Bid File

23-25MAY17 - RIVER OAKS RD. CULVERTS  
REPLACEMENT-2017

276-2017

BID TABULATION			ENGINEER'S ESTIMATE		C L Richardson Construction Co., Inc.		Mera Excavatiing, LLC		Rhad A. Baker Construction, LLC		AVERAGE BID	
Option 1 - Dig & Replace Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$13,800.00	\$13,800.00	\$15,000.00	\$15,000.00	\$10,333.33	\$10,333.33
CONSTRUCTION STAKING	1	LS	\$2,000.00	\$2,000.00	\$3,850.00	\$3,850.00	\$5,805.00	\$5,805.00	\$3,500.00	\$3,500.00	\$4,385.00	\$4,385.00
TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00	\$1,540.00	\$1,540.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$2,846.67	\$2,846.67
MATERIAL TESTING	1	LS	\$2,000.00	\$2,000.00	\$3,850.00	\$3,850.00	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00	\$3,150.00	\$3,150.00
CLEARING AND GRUBBING	1	LS	\$6,000.00	\$6,000.00	\$5,025.00	\$5,025.00	\$6,100.00	\$6,100.00	\$10,000.00	\$10,000.00	\$7,041.67	\$7,041.67
REMOVALS	1	LS	\$2,000.00	\$2,000.00	\$1,920.00	\$1,920.00	\$18,815.00	\$18,815.00	\$17,000.00	\$17,000.00	\$12,578.33	\$12,578.33
EARTHWORK	1	LS	\$12,000.00	\$12,000.00	\$5,900.00	\$5,900.00	\$10,800.00	\$10,800.00	\$14,000.00	\$14,000.00	\$10,233.33	\$10,233.33
TRENCH STABILIZATION	1	LS	\$6,000.00	\$6,000.00	\$12,425.00	\$12,425.00	\$7,035.00	\$7,035.00	\$4,000.00	\$4,000.00	\$7,820.00	\$7,820.00
ROCK EXCAVATION	10	CY	\$200.00	\$2,000.00	\$215.00	\$2,150.00	\$290.00	\$2,900.00	\$250.00	\$2,500.00	\$251.67	\$2,516.67
24" DIA., 16 GA. ALUMINIZED CMP	65	LF	\$18.00	\$1,170.00	\$165.00	\$10,725.00	\$111.00	\$7,215.00	\$154.00	\$10,010.00	\$143.33	\$9,316.67
24" DIA. ALUMINIZED METAL FLARED END SECTION	1	EA	\$200.00	\$200.00	\$510.00	\$510.00	\$365.00	\$365.00	\$400.00	\$400.00	\$425.00	\$425.00
36" DIA., 14 GA. ALUMINIZED CMP	153	LF	\$30.00	\$4,590.00	\$158.80	\$24,296.40	\$115.00	\$17,595.00	\$128.00	\$19,584.00	\$133.93	\$20,491.80
36" DIA. ALUMINIZED METAL FLARED END SECTION	2	EA	\$450.00	\$900.00	\$900.00	\$1,800.00	\$820.00	\$1,640.00	\$700.00	\$1,400.00	\$806.67	\$1,613.33
1" MINUS AGGREGATE BACKFILL	122	CY	\$60.00	\$7,320.00	\$42.00	\$5,124.00	\$70.00	\$8,540.00	\$18.00	\$2,196.00	\$43.33	\$5,286.67
2 1/2" MINUS AGGREGATE BACKFILL	150	CY	\$55.00	\$8,250.00	\$44.50	\$6,675.00	\$67.50	\$10,125.00	\$17.00	\$2,550.00	\$43.00	\$6,450.00
ROAD PATCH	1	LS	\$3,000.00	\$3,000.00	\$10,670.00	\$10,670.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00	\$13,723.33	\$13,723.33
FENCE REPAIR	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,666.67	\$1,666.67
ROCK BLANKET w/ FILTER FABRIC	116	CY	\$90.00	\$10,440.00	\$39.50	\$4,582.00	\$85.50	\$9,918.00	\$75.00	\$8,700.00	\$66.67	\$7,733.33
RESTORATION w/ EROSION CONTROL BLANKET	476	SY	\$15.00	\$7,140.00	\$8.90	\$4,236.40	\$9.85	\$4,688.60	\$8.50	\$4,046.00	\$9.08	\$4,323.67
<b>Bid Total</b>				<b>\$96,010.00</b>		<b>\$108,478.80</b>		<b>\$154,941.60</b>		<b>\$132,386.00</b>		<b>\$131,935.47</b>
Bid Response						Y		Y		Y		
Work Authorization Certification						Y		Y		Y		
Statement of Bidders Qualifications						Y		Y		Y		
Anti-Collusion Statement						Y		Y		Y		
Bid Bond						Y		Y		Y		
Signature and Identity of Bidder						Y		Y		Y		
Bidders Acknowledgment						Y		Y		Y		

276-2017

23-25MAY17 - RIVER OAKS RD. CULVERTS REPLACEMENTS-2017				Only ONE (1) Bidder for Option 2		NO BID		NO BID			
BID TABULATION				ENGINEER'S ESTIMATE		Rhad A Baker Constructin, LLC		CL Richardson Construction Co., Inc.		Mera Excavating, LLC	
Option 2 - Trenchless Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
MOBILIZATION	1	LS	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00		\$0.00		\$0.00	
TRAFFIC CONTROL	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00		\$0.00		\$0.00	
CLEARING AND GRUBBING	1	LS	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00		\$0.00		\$0.00	
EARTHWORK	1	LS	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00		\$0.00		\$0.00	
ROCK EXCAVATION	10	CY	\$200.00	\$2,000.00	\$275.00	\$2,750.00		\$0.00		\$0.00	
TRENCHLESS CULVERT REPLACEMENT	1	LS	\$80,000.00	\$80,000.00	\$72,400.00	\$72,400.00		\$0.00		\$0.00	
FENCE REPAIR	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00		\$0.00		\$0.00	
ROCK BLANKET w/ FILTER FABRIC	123	CY	\$90.00	\$11,070.00	\$75.00	\$9,225.00		\$0.00		\$0.00	
RESTORATION w/ EROSION CONTROL BLANKET	1	LS	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00		\$0.00		\$0.00	
						\$0.00		\$0.00		\$0.00	
<b>Bid Total</b>				<b>\$133,070.00</b>		<b>\$128,875.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	
Bid Response					Y			NO BID		NO BID	
Work Authorization Certification					Y			NO BID		NO BID	
Statement of Bidders Qualifications					Y			NO BID		NO BID	
Anti-Collusion Statement					Y			NO BID		NO BID	
Bid Bond					Y			NO BID		NO BID	
Signature and Identity of Bidder					Y			NO BID		NO BID	
Bidders Acknowledgment					Y			NO BID		NO BID	

**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 **C. L. Richardson Construction Co., 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 23-25MAY17 – River Oaks Road Culvert Replacement - 2017**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<b><u>Description</u></b>	<b><u>Price</u></b>
<b>23-25MAY17 – River Oaks Road Culvert Replacement - 2017</b>	<b>\$108,478.80</b>
<b>TOTAL</b>	<b>\$108,478.80</b>

The contract award for Boone County's **River Oaks Road Culvert Replacement – 2017** is to be in the amount of **\$108,478.80**.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Performance Bond,
- Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #23  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
Notice to Proceed  
Boone County Roadway Regulations Chapter II  
MODOT Standard Specifications for Highway Construction Current Edition  
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

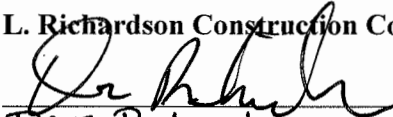
The Owner agrees to pay the Contractor in the amount: **\$108,478.80.**

**One Hundred Eight Thousand, Four Hundred Seventy-Eight Dollars and Eighty Cents (\$108,478.80)**


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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/13/17  
at Columbia, Missouri. (Date)

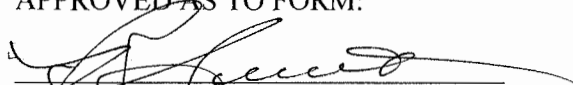
**C. L. Richardson Construction Co., Inc.**

by   
**DAVE Richardson**  
title Vice-President

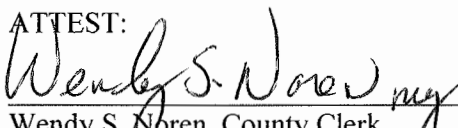
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

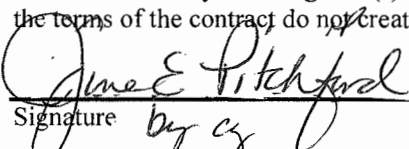
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature *by cy*

6/16/17  
Date

**2041 / 71202 - \$108,478.80**  
Appropriation Account



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
C. L. Richardson Construction Company, Inc.

as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland

a Corporation, organized under the laws of the State of Maryland  
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 Eight Thousand Four Hundred Seventy Eight Dollars and 80/100 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 June 13, 2017 entered into a  
Contract with Owner for:

**CONTRACT NUMBER 23-25MAY17  
River Oaks Road Culvert Replacements - 2017  
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.

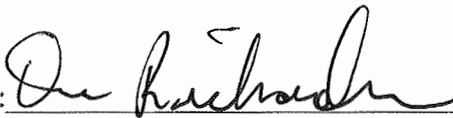
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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 June, 2017.

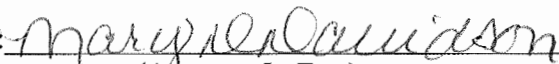
C. L. Richardson Construction Company, Inc.  
(Contractor)

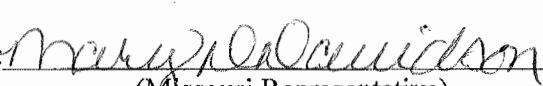
(SEAL)

BY: 

Fidelity and Deposit Company of Maryland  
(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: Mary Davidson, The Insurance Group, Inc.  
Phone Number: 573-875-4800  
Address: 200 E Southhampton Drive  
Columbia, MO 65203

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, C. L. Richardson Construction Company, Inc., as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland

a corporation organized under the laws of the State of Maryland, 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 Eight Thousand Four Hundred Seventy Eight Dollars and 80/100 DOLLARS

(\$ 108,478.80), 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 June 13, 2017 entered into a contract with Owner for

**CONTRACT NUMBER 23-25MAY17  
River Oaks Road Culvert Replacements - 2017  
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.

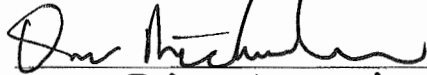
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall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

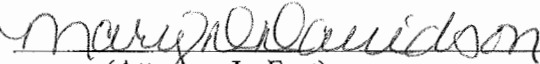
1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the 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.

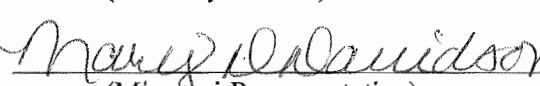
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO on this 13th day of June 20<sup>17</sup>.

CONTRACTOR C. L. Richardson Construction Company, Inc(SEAL)

BY:   
DAVE Richardson, Vice - President

SURETY COMPANY Fidelity and Deposit Company of Maryland

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)

Surety Contact Name: Mary Davidson, The Insurance Group, Inc.

Phone Number: 573-875-4800

Address: 200 E. Southhampton Drive  
Columbia, MO 65203

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES, Mary D. DAVIDSON, dated January 11, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Gregory E. Murray Assistant Secretary*

*David S. Hewett*

By:

*David S. Hewett*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 11th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 13<sup>th</sup> day of June, 2017.

*Gerald F. Haley*  
Assistant Secretary

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>5/3/17</u>	<u># 1</u>
<u>5/11/17</u>	<u># 2</u>

COMPANY NAME: C.L. Richardson Construction Co., Inc.

ADDRESS: 15475 Hwy. 63 South

CITY, STATE, ZIP: Ashland, MD 65010

PHONE NUMBER: 573-657-9557

EMAIL ADDRESS: crumpd\_clr@yahoo.com

AUTHORIZED REPRESENTATIVE: DAVE Richardson

TITLE: Vice President

SIGNATURE: Dave Richardson

Prompt Payment Terms: 30 days

Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

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

Frech Paving Company - Asphalt

**BID FORM**  
**RIVER OAKS RD. CULVERT REPLACEMENTS-2017**

Option 1 - Dig & Replace Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 2,200.00	\$ 2,200.00
CONSTRUCTION STAKING	1	LS	\$ 3,850.00	\$ 3,850.00
TRAFFIC CONTROL	1	LS	\$ 1,540.00	\$ 1,540.00
MATERIAL TESTING	1	LS	\$ 3,850.00	\$ 3,850.00
CLEARING AND GRUBBING	1	LS	\$ 5,025.00	\$ 5,025.00
REMOVALS	1	LS	\$ 1,920.00	\$ 1,920.00
EARTHWORK	1	LS	\$ 5,900.00	\$ 5,900.00
TRENCH STABILIZATION	1	LS	\$ 12,425.00	\$ 12,425.00
ROCK EXCAVATION	10	CY	\$ 215.00	\$ 2,150.00
24" DIA., 16 GA. ALUMINIZED CMP	65	LF	\$ 165.00	\$ 10,725.00
24" DIA. ALUMINIZED METAL FLARED END SECTION	1	EA	\$ 510.00	\$ 510.00
36" DIA., 14 GA., ALUMINIZED CMP	153	LF	\$ 158.80	\$ 24,296.40
36" DIA. ALUMINIZED METAL FLARED END SECTION	2	EA	\$ 900.00	\$ 1,800.00
1" MINUS AGGREGATE BACKFILL	122	CY	\$ 42.00	\$ 5,124.00
2 1/2" MINUS AGGREGATE BACKFILL	150	CY	\$ 44.50	\$ 6,675.00
ROAD PATCH	1	LS	\$ 10,670.00	\$ 10,670.00
FENCE REPAIR	1	LS	\$ 1,000.00	\$ 1,000.00
ROCK BLANKET w/ FILTER FABRIC	116	CY	\$ 39.50	\$ 4,582.00
RESTORATION w/ EROSION CONTROL BLANKET	476	SY	\$ 8.90	\$ 4,236.40
<b>Bid Total</b>				<b>\$108,478.80</b>

BID FORM No Bid  
RIVER OAKS RD. CULVERT REPLACEMENTS-2017

Option 2 - Trenchless Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
EARTHWORK	1	LS	\$	\$
ROCK EXCAVATION	10	CY	\$	\$
TRENCHLESS CULVERT REPLACEMENT	1	LS	\$	\$
FENCE REPAIR	1	LS	\$	\$
ROCK BLANKET w/ FILTER FABRIC	123	CY	\$	\$
RESTORATION w/ EROSION CONTROL BLANKET	1	LS	\$	\$
<b>Bid Total</b>				<b>\$ No Bid.</b>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we,

C. L. Richardson Construction Company, Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland

, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto County of Boone, Missouri

as Obligee, (hereinafter called the "Obligee"), in the sum of Five percent amount of bid including additive alternates Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for River Oaks Road Culvert Replacements - 2017 Bid Number 23-25MAY17

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

Signed and sealed this 25th day of May A.D., 2017

*Debbie Crump*  
Witness

C. L. Richardson Construction Company, Inc.  
*Dave Richardson* (SEAL)  
DAVE Richardson, Vice President

*Mary D Davidson*  
Witness

Fidelity and Deposit Company of Maryland  
Surety  
By *Mary D Davidson* (SEAL)  
Mary D Davidson, Attorney-in-Fact

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Gary GROSSNICKLE, Charles W. DIGGES, JR., Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., L. D. TRICE, Kimberly A. HUGHES, Mary D. DAVIDSON, dated January 11, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By: *David S. Hewett*

*Gregory E. Murray Assistant Secretary*

*David S. Hewett*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 11th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 25<sup>th</sup> day of May, 2015.

*Gerald F. Haley*  
Assistant Secretary



BOONE COUNTY, MISSOURI  
Request for Bid #: 23-25MAY17-River Oaks Rd. Culvert  
Replacements-2017

ADDENDUM #2 - Issued May 11, 2017

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

Specifications and Plans 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. Clarification of Questions Received During Pre-Bid:

Question: Can full road closure times as specified in Special Provision #22 be modified?  
Can work be done on Saturday?

Answer: Full road closure times as specified in Special Provision #22 shall be modified. New closure times will be as follows: **8:30 am – 3:30 pm, Monday-Friday**. Contractor will still be required to have a means of rapid access, at all times, for emergency purposes. Work shall not take place on Saturdays.

Question: Special Provision #29 specifies nuclear gauge tests be done every 10 feet. Do we still have to do every 10' if patch is large?

Answer: For asphalt patches 30' or less in length parallel to road centerline, nuclear gauge tests shall be one per lane, per lift, per 10'. Patches 31' or more in length, nuclear gauge tests shall be one per lane, per lift, per 20'.

Question: Special Provision #24 mentions bridging structures to cross trenches. Any suggestions for such structures?

Answer: A list of possible structures a bidder may pursue is included below. This list shall not be considered a pre-approval for any given product, but merely a list of possibilities. Contractor shall determine if products satisfy project requirements. Contractor shall still be responsible for providing the County with documentation of the structure as specified in Special Provision #24.

-“Bridging Panels” by Trench Shoring Services, <http://shoring.com>

-“Portable Bridges” by Safety Box, <http://www.safety-box.com/bridges.html>

-“Trench Crossing Units” by Mabey, [https://www.mabey.com/us/products/groundworks\\_us/trench-crossing](https://www.mabey.com/us/products/groundworks_us/trench-crossing)

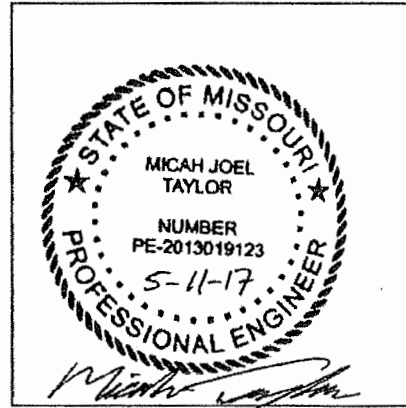
-"Port a Bridge" by Griswold Machine & Engineering (GME), <http://www.gme-shields.com/engineered-solution-products/port-a-bridge/>

-"Crossing Bridge" by Trench Shoring Company,  
<http://www.trenchshoring.com/equipment/crossing-bridges>

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340





OFFEROR has examined copy of Addendum #2 to Request for Bid # 23-25MAY17-River Oaks Rd. Culvert Replacements-2017, receipt of which is hereby acknowledged:

Company Name: C.L. Richardson Construction Company, Inc.

Address: 15475 Highway 63 South  
Ashland, MO 65010

Phone Number: 573-657-9557 Fax Number: 573-657-1078

Authorized Representative Signature: *Dr. Richard* Date: 5/25/17

Authorized Representative Printed Name: DAVE Richardson, Vice President



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 23-25MAY17-River Oaks Rd. Culvert**  
**Replacements-2017**

**ADDENDUM #1 - Issued May 3, 2017**


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

Specifications and Plans 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. Location of the Pre-Bid Meeting has been modified. New location of Pre-Bid is as follows:

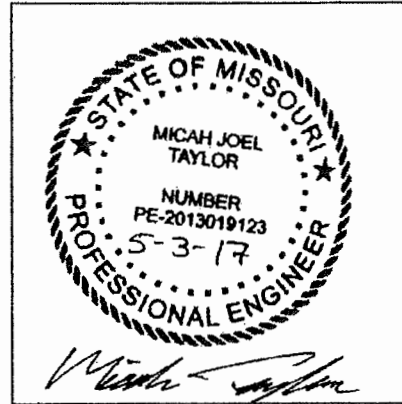
Pre-Bid Meeting  
Tuesday, May 9, 2017 at 10:30 a.m.  
**Conference Room 332**  
801 E. Walnut  
Columbia, MO, 65201

2. The storms of April 29-30 created a large scour hole from the outlet of Culvert 5990 to the edge of the road. Boone County road crews installed quarry run (9"x12") rip rap to stabilize the hole until construction. Contractor shall remove the rip rap from the scour hole and construct the culvert crossing as per Plan. The Contractor may haul the 9"x12" rip rap off site and include all costs into his Removal bid item, or may salvage the rip rap to be used in areas calling for Type 3 Rock Blanket. The bid quantities for Rock Blanket with Filter Fabric will remain the same to account for installation/labor costs. Any savings incurred from salvaging the 9"x12" rip rap shall be accounted for in the Contractor's bid unit price. It is not known how much 9"x12" rip rap was installed. The Contractor shall be responsible for making a site visit prior to bidding to estimate such quantities.

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340




OFFEROR has examined copy of Addendum #1 to Request for Bid # 23-25MAY17-River Oaks Rd. Culvert Replacements-2017, receipt of which is hereby acknowledged:

Company Name: C.L. Richardson Construction Co., Inc.

Address: 15475 Hwy. 63 South  
Ashland, MO 65010

Phone Number: 573-657-9557 Fax Number: 573-657-1078

Authorized Representative Signature:  Date: 5/25/17

Authorized Representative Printed Name: DAVE Richardson, Vice President

## BID RESPONSE

15475 HWY. 63 S  
ASHLAND, MO 65010

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: River Oaks Rd. Culvert Replacement - 2017Project No.: Bid # 23-25MAY17

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

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

**SECTION I**

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

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

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

**SECTION II**

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

**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.

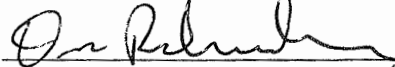
**SECTION V**

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.

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 must be included with Bidder's *Bid Response*. 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: C.L. Richardson Construction Co., Inc.

By:   
(Signature)

DAVE Richardson  
(Print or Type Name)

Title: Vice President

Address: 15475 Hwy. 63 South

City, State, Zip: Ashland, MO 65010

Phone: 573-657-9557

Fax: 573-657-1078

Email Address: crumpd\_clr@yahoo.com

Date: 5/25/17

(Please complete and return with Contract)

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

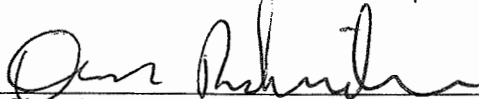
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

C.L. Richardson Construction Co., Inc.  
DAVE Richardson, Vice President

Name and Title of Authorized Representative

  
Signature

5/25/17  
Date

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

County of Boone )  
State of Missouri )ss  
)

My name is Dave Richardson

I am an authorized agent of C.L. Richardson Construction Co. (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 to this affidavit.

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.



DONNA M. LACY  
My Commission Expires  
October 30, 2018  
Boone County  
Commission #14463292

Dave Richardson 5/25/17  
Affiant Date

Dave Richardson  
Printed Name

Subscribed and sworn to before me this 25<sup>th</sup> day of May, 2017.

Donna M. Lacy  
Notary Public Donna M. Lacy

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

An Affirmative Action/Equal Opportunity Institution

Company ID Number: 177491

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



Company ID Number: 177491

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

Employer **C. L. Richardson Construction Company, Inc.**

**Charles Richardson**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/08/2009**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**01/08/2009**

Date

Company ID Number: 177491

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

Name: **Debbie A Crump**  
Telephone Number: **(573) 657 - 9557**  
E-mail Address: **crumpd\_clr@yahoo.com**

Fax Number: **(573) 657 - 1078**

Name: **Charles L Richardson**  
Telephone Number: **(573) 657 - 9557**  
E-mail Address: **crumpd\_clr@yahoo.com**

Fax Number: **(573) 657 - 1078**

## 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: C.L. Richardson Construction Co., Inc.
2. Business Address: 15475 Highway 63 South  
Ashland, MO 65010
3. When Organized: 1953
4. When Incorporated: 6/24/94
5. If not incorporated, state type of business and provide your federal tax identification number:  
N/A
6. Number of years engaged in contracting business under present firm name:  
64 years
7. If you have done business under a different name, please give name and location:  
N/A
8. Percent of work done by own staff: 50%
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.
12. List of projects currently in progress: See attached.

\* Attach additional sheets as necessary \*

## C.L. RICHARDSON CONST. PROJECTS COMPLETED IN LAST 4 YEARS

PROJECT	COMPLETED	LOCATION	CONTACT - PHONE NO.	TOTAL
Emergency Repair of Flood Control	May-13	Woodridge, MO	Bob Schoen, Army COE, 816-389-3291	\$ 31,077.50
Midway Heights Elem. School Access Imp.	Oct-13	Columbia, MO	Charles Oestreich, Dir.Fac.&Const.Serv., CPS	\$ 1,070,000.00
Moser's Foods (SI, WA, SE, GR)	Dec-13	Mexico, MO	Chris Sanders, A Civil Group, 573-817-5750	\$ 205,082.00
Little Tipple Reclamation Project (SI)	Dec-13	Bates City, MO	Larry Burkhardt, State of MO Div. Fac. Mgmt. D&C	\$ 446,619.00
Katy Place Trail (EX, SE, GR)	Apr-14	Columbia, MO	Melinda Pope, City of Columbia Purch, 573-874-7375	\$ 299,418.00
Danuser Expansion (SI)	May-14	Fulton, MO	Frank Dahm, Septagon Const., 573-893-3113	\$ 68,468.00
Paul Houston (Clearing)	May-14	Columbia, MO	Paul Houston, 573-696-3885	\$ 41,858.00
City of Columbia Fire Station #7 Demo	Jun-14	Columbia, MO	Dave Nichols, City of Columbia Public Works, 874-7520	\$ 35,698.00
Brunswick Levee Emergency Repair	Sep-14	Brunswick, MO	James Rudy, Corp of Eng. 816-389-3511	\$ 114,600.00
Rock Bridge HS Soccer Field Renovations	Oct-14	Columbia, MO	Ben Ross, ES&S, 573-449-2646	\$ 92,158.00
Kingdom Coal Reclamation Project	Nov-14	Callaway County, MO	Mike Mueller, MO-DNR, 573-526-5887	\$ 210,077.00
Bonne Femme Church Rd. Drainage Imp.	Nov-14	Boone County, MO	Keith Austin, BoCo Resource Mgmt., 573-886-4330	\$ 173,453.00
Hallsville Wastewater Treatment & Collection Improvements	Jan-15	Hallsville, MO	Stephen Lin, Allstate Consultants, 573-875-8799	\$ 1,004,025.00
Columbia Public Schools Bus Barn Site Improvements	May-15	Columbia, MO	Charles Oestreich, Dir.Fac.&Const.Serv., CPS	\$ 2,635,900.00
Southampton Center Phase 1 (SI, WA, SE, GR)	May-15	Columbia, MO	Skip Grossnickle, 573-875-4800	\$ 304,295.00
APAC - UMC Summer Paving 2015	Aug-15	Columbia, MO	Brian - APAC-MO, 573-449-0886	\$ 122,673.00
BCPW - Stidham/Harper Rd Drainage Structure Imp.	Nov-15	Boone County, MO	Jeff McCann, Resource Mgmt., BCPW, 573-886-4478	\$ 143,250.00
DNR - Harrisburg/Thornhill Land Reclamation	Nov-15	Harrisburg, MO	Daniel Wedemeyer, MO-DNR, 573-751-3443	\$ 24,394.00
New Franklin Wastewater Treatment Imp. (SE)	Apr-16	New Franklin, MO	Stephen Lin, Allstate Consultants, 573-875-8799	\$ 1,631,902.00
Prost - Boonville R-1 BTECH & LSE Schools	May-16	Columbia, MO	Richard Northeimer, Prost Bldrs., 573-635-0211	\$ 181,058.00
McKeown Parkway Street Imp. - Moberly (GR, EW, EX)	May-16	Moberly, MO	Brian Fifer, Shafer, Kline & Warren, 660-385-6441	\$ 362,432.00
Salisbury High School Parking Lot (Sub for LVS)	May-16	Salisbury, MO	Ron, LVS Builders, 660-388-5175	\$ 181,058.00
Callao Wastewater Treatment Systems Imp.	Jun-16	Callao, MO	Phillip Wilson, Shafer, Kline & Warren, 660-385-6441	\$ 722,422.00
SOMCO - Demo Salisbury Potato Chip Plant	Jun-16	Salisbury, MO	Joe Doles, SOMCO, 573-289-0287	\$ 53,189.00
City of Columbia - Norma Sutherland Smith Pond (T&S)	Jun-16	Columbia, MO	Matt Boehner, Parks & Rec. 573-874-7204	\$ 49,982.00
Guy Bouchard Lake	Aug-16	Kingdom City, MO	Guy Bouchard, 573-288-8086	\$ 43,574.00
BoCo Fire Protection District (Sub for Curtiss, Manes)	Sep-16	Boone County, MO	Shawn Schulte, Curtiss, Manes, 573-392-6553	\$ 119,889.00
Sinclair Farms Site Work	Dec-16	Boone County, MO	Collin, 573-387-4400, x-310	\$ 64,790.00
Key: SI = Site work, RC = Road Construction, WA = Water,				
SE = Sewer, GR = Grading, SD = Storm Drainage				
<b>TOTAL</b>				<b>\$ 10,433,341.50</b>

TOTAL	PROJECT	LOCATION	CONTACT - PHONE NO.	SCHEDULED COMPLETION
\$ 544,522.45	LDC - City of Columbia Landfill - Solid Waste	Columbia, MO	Kenzie Thorp, LDC, 573-449-7200	Dec-17
\$ 2,021,065.00	NE Ashland Wastewater Improvements	Boone County, MO	Jason Kemna, Hummingbird Properties, 573-447-5902	Nov-17
\$ 465,990.00	Keith Winscott - Southwind Plat 2	Ashland, MO	Keith Winscott, 573-489-1230	May-17
\$ 259,585.00	PCM Developers - Sunset Meadows, Plat 2	Ashland, MO	Larkin Powers, 573-489-1236	May-17
Work as Needed	Boone County - Earth Moving Services T&S	Boone County, MO	Phil Fichter, BoCo Purchasing, 573-886-4392	Mar-18
Work as Needed	McBaine Levee District Term & Supply 2016-2017	Columbia, MO	Floyd Turner, City of Columbia, 573-874-6210	Dec-17
Work as Needed	MKT Trail Grading Term & Supply 2016 & 2017	Boone County	Bob Davidson, Bo.Co. Fac. Mgmt., 573-886-4394	Dec-17
\$ 65,850.00	Renee Drive Drainage Improvements	Ashland, MO	Stephen Lin, Allstate Consultants, 573-875-8799	Sep-17
\$ 66,525.00	BCRSD Twin Lake Estates UV System	Boone County, MO	Tom Rattermann, BCRSD, 573-443-2774	Aug-17
\$ 144,092.00	Maupin Road Highwall Reclamation Project	Boone County, MO	Ron Littich, MO FMD&C, 573-751-8296	Jun-17
\$ 554,948.00	Columbia Honda (Site work, water & sewer work)	Columbia, MO	Darrell Knott, Joe Machens/Honda, 573-442-3107	Sep-17
\$ 4,122,577.45				

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

DAVE Richardson, being first duly sworn, deposes and

says that he is Vice President  
(Title of Person Signing)

of C.L. Richardson Construction Co., 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 [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 25<sup>th</sup> day of May, 20 17

[Signature]  
Notary Public Donna M. Lacy

My Commission Expires 10/30/2018



DONNA M. LACY  
My Commission Expires  
October 30, 2018  
Boone County  
Commission #14469292

## 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 venturer (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      ( ) LLC  
(  ) corporation, incorporated under laws of the state of Missouri  
( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

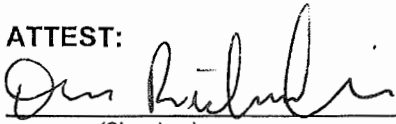
C.L. Richardson Const. Co.  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

15475 Hwy. 63 South  
Ashland, MO 65010

\_\_\_\_\_  
Address of principal place of  
business in Missouri

ATTEST:

  
\_\_\_\_\_  
(Signature)

Dated 5/25, 2017.

Dave Richardson, Vice President  
(Print Name and 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, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 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 RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# STATE OF MISSOURI



**Judith K. Moriarty**  
SECRETARY OF STATE

CORPORATION DIVISION

## CERTIFICATE OF INCORPORATION

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF  
C. L. RICHARDSON CONSTRUCTION COMPANY

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF  
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE  
REQUIREMENTS OF GENERAL AND BUSINESS CORPORATION LAW;

NOW, THEREFORE, I, JUDITH K. MORIARTY, SECRETARY OF STATE OF THE  
STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY  
LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE,  
DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS  
AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE  
GENERAL AND BUSINESS CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
24TH DAY OF JUNE, 1994.



*Judith K. Moriarty*  
Secretary of State

\$53.00



Jason Kander Secretary of State  
 2016-2017 BIENNIAL REGISTRATION REPORT  
 BUSINESS

**00397790**  
**Date Filed: 3/15/2016**  
**Jason Kander**  
**Missouri Secretary of State**

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

\* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2016

**00397790**  
 C. L. RICHARDSON CONSTRUCTION COMPANY  
 NANCY RICHARDSON  
 15475 HWY 63 SOUTH  
 ASHLAND MO 65010

RENEWAL MONTH:  
JANUARY

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

---

**1** PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: \*

15475 Hwy. 63 South (Required)

---

STREET  
Ashland MO 65010

---

CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent \_\_\_\_\_

**2** IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address \_\_\_\_\_

**Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.**

OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW	A	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW	B
<b>PRESIDENT</b> Richardson, Charles L. STREET 1555 E. Rt. M CITY/STATE/ZIP <u>Hartsburg MO 65039</u>		<b>NAME</b> Richardson, Charles L. STREET 1555 E. Rt. M CITY/STATE/ZIP <u>Hartsburg MO 65039</u>	
<b>SECRETARY</b> Richardson, Nancy STREET 1555 E. Rt. M CITY/STATE/ZIP <u>Hartsburg MO 65039</u>		<b>NAME</b> STREET CITY/STATE/ZIP _____	
<b>VICE PRESIDENT</b> Richardson, Charles David STREET 10200 N. Flamingo Ct. CITY/STATE/ZIP <u>Hallsville MO 65255</u>		<b>NAME</b> STREET CITY/STATE/ZIP _____	
<b>TREASURER</b> Lacy, Donna M STREET 1300 E. Rt. M CITY/STATE/ZIP <u>Hartsburg MO 65039</u>		<b>NAME</b> STREET CITY/STATE/ZIP _____	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 576.060 RSMo. Photocopy or stamped signature not acceptable. \*

**4** Authorized party or officer sign here Donna M. Lacy (Required)

---

Please print name and title of signer: Donna M. Lacy / Treasurer

NAME TITLE

REGISTRATION REPORT FEE IS:  
 \_\_\_\$40.00 If filed on or before 4/30/2016  
 \_\_\_\$55.00 If filed on or before 5/31/2016  
 \_\_\_\$70.00 If filed on or before 6/30/2016  
 \_\_\_\$85.00 If filed on or before 7/31/2016  
**ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.**

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE**

E-MAIL ADDRESS (OPTIONAL): donna\_lacy@hotmail.com

# 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 25<sup>th</sup> day of May, 20 17

before me appeared Dave Richardson 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 Vice President  
President or other agent

of C.L. Richardson Const. Co.; 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 Ashland, MO the day and year first above written.

(SEAL) Donna M. Lacy Notary Public  
Donna M. Lacy

My Commission expires 10/30, 20 18.



DONNA M. LACY  
My Commission Expires  
October 30, 2018  
Boone County  
Commission #14463292



BOONE COUNTY, MISSOURI  
Request for Bid #: 23-25MAY17-River Oaks Rd. Culvert  
Replacements-2017

**ADDENDUM #2** - Issued May 11, 2017

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

Specifications and Plans 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. Clarification of Questions Received During Pre-Bid:

Question: Can full road closure times as specified in Special Provision #22 be modified?  
Can work be done on Saturday?

Answer: Full road closure times as specified in Special Provision #22 shall be modified. New closure times will be as follows: **8:30 am – 3:30 pm, Monday-Friday**. Contractor will still be required to have a means of rapid access, at all times, for emergency purposes. Work shall not take place on Saturdays.

Question: Special Provision #29 specifies nuclear gauge tests be done every 10 feet. Do we still have to do every 10' if patch is large?

Answer: For asphalt patches 30' or less in length parallel to road centerline, nuclear gauge tests shall be one per lane, per lift, per 10'. Patches 31' or more in length, nuclear gauge tests shall be one per lane, per lift, per 20'.

Question: Special Provision #24 mentions bridging structures to cross trenches. Any suggestions for such structures?

Answer: A list of possible structures a bidder may pursue is included below. This list shall not be considered a pre-approval for any given product, but merely a list of possibilities. Contractor shall determine if products satisfy project requirements. Contractor shall still be responsible for providing the County with documentation of the structure as specified in Special Provision #24.

-“Bridging Panels” by Trench Shoring Services, <http://shoring.com>

-“Portable Bridges” by Safety Box, <http://www.safety-box.com/bridges.html>

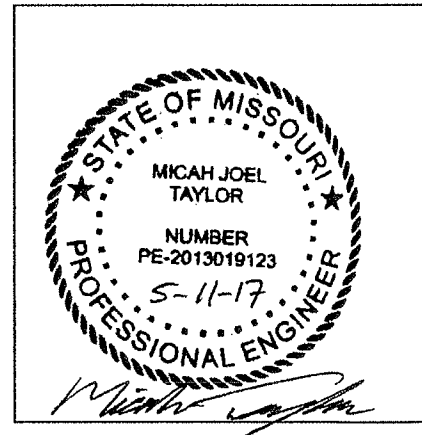
-“Trench Crossing Units” by Mabey,  
[https://www.mabey.com/us/products/groundworks\\_us/trench-crossing](https://www.mabey.com/us/products/groundworks_us/trench-crossing)

-“Port a Bridge” by Griswold Machine & Engineering (GME), <http://www.gme-shields.com/engineered-solution-products/port-a-bridge/>

-“Crossing Bridge” by Trench Shoring Company,  
<http://www.trenchshoring.com/equipment/crossing-bridges>

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123  
  
Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #2 to Request for Bid # 23-25MAY17-River Oaks Rd. Culvert Replacements-2017, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

## Phil Fichter

---

**From:** Phil Fichter  
**Sent:** Thursday, May 11, 2017 3:16 PM  
**To:** Micah Taylor  
**Subject:** RE: Addendum #2 River Oaks  
**Attachments:** SKM\_C754e17051115130.pdf

Micah:  
Attached is the signed Addendum #2 for River Oaks.  
Thanks,  
Phil

-----Original Message-----

From: Micah Taylor  
Sent: Thursday, May 11, 2017 3:01 PM  
To: Phil Fichter <PFichter@boonecountymo.org>  
Subject: FW: Addendum #2 River Oaks

Phil,

Find attached Addendum #2 for River Oaks Rd. Culvert Replacements-2017. Please sign, scan, and email back to me. I will send to ADS. Please forward to vendors. Thank you.

Micah Taylor, P.E.  
Civil Engineer  
Boone County Resource Management  
mtaylor@boonecountymo.org  
573-886-4495

-----Original Message-----

From: RM\_Copier@boonecountymo.org [mailto:RM\_Copier@boonecountymo.org]  
Sent: Thursday, May 11, 2017 3:08 PM  
To: Micah Taylor <MTaylor@boonecountymo.org>  
Subject:

-----  
[00:c0:ee:a5:db:fe]  
-----



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 23-25MAY17-River Oaks Rd. Culvert**  
**Replacements-2017**

**ADDENDUM #1 - Issued May 3, 2017**


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

Specifications and Plans 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. Location of the Pre-Bid Meeting has been modified. New location of Pre-Bid is as follows:

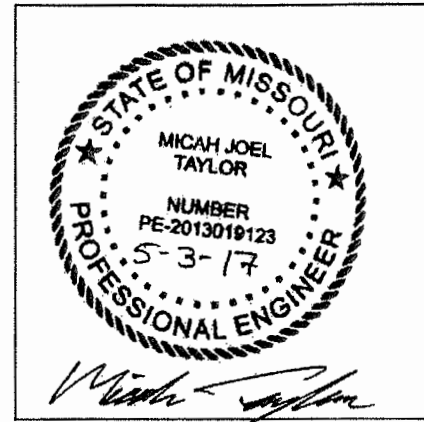
Pre-Bid Meeting  
Tuesday, May 9, 2017 at 10:30 a.m.  
**Conference Room 332**  
801 E. Walnut  
Columbia, MO, 65201

2. The storms of April 29-30 created a large scour hole from the outlet of Culvert 5990 to the edge of the road. Boone County road crews installed quarry run (9"x12") rip rap to stabilize the hole until construction. Contractor shall remove the rip rap from the scour hole and construct the culvert crossing as per Plan. The Contractor may haul the 9"x12" rip rap off site and include all costs into his Removal bid item, or may salvage the rip rap to be used in areas calling for Type 3 Rock Blanket. The bid quantities for Rock Blanket with Filter Fabric will remain the same to account for installation/labor costs. Any savings incurred from salvaging the 9"x12" rip rap shall be accounted for in the Contractor's bid unit price. It is not known how much 9"x12" rip rap was installed. The Contractor shall be responsible for making a site visit prior to bidding to estimate such quantities.

By:   
Phil Fichter, Buyer  
Boone County Purchasing

Approved: Micah Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: 573-886-4480  
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 23-25MAY17-River Oaks Rd. Culvert Replacements-2017, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

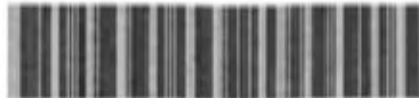
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_





52158151005



# RIVER OAKS RD. CULVERT REPLACEMENTS-2017

Project Number: NA

**Bid Number: 23-25MAY17**

## CONSTRUCTION BID REQUEST

Contract Documents,  
General Specifications,  
Technical Specifications, and  
Special Provisions

### BOONE COUNTY COMMISSION

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

### ENGINEER OF RECORD

### BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director  
Derin Campbell, P.E., Chief Engineer



### \*PROJECT MANAGER

Micah J. Taylor, P.E.  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: (573) 886-4480  
Fax: (573) 886-4340  
E-mail: mtaylor@boonecountymo.org

Micah J. Taylor  
Professional Engineer  
MO Lic. # PE-2013019123

### BOONE COUNTY PURCHASING

Phil Fichter, Buyer  
613 East Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4382  
Fax: (573) 886-4390  
E-mail: pfichter@boonecountymo.org

Boone County Resource Mgmt.  
MO Engineering Corp. # NA  
801 E. Walnut, Room 315  
Columbia, MO 65201-4480  
Phone: 573-886-4480  
Fax: 573-886-4340

**\*TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER**

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**\*For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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## NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

**Project Name:**

RIVER OAKS RD. CULVERT REPLACEMENTS-2017

**Project Number:**

NA

**Bid Number:**

23-25MAY17

**Scope of Project Construction:**

OPTION 1:

Replace three (3) existing corrugated metal culverts on River Oaks Rd. by means of excavation and installation of three (3) new aluminized corrugated metal culverts as indicated in the Plans. Work shall also include traffic control, backfilling, installation of rock blanket, erosion control, installation of asphalt patch, and restoration.

OPTION 2:

Replace three (3) existing corrugated metal culverts on River Oaks Rd. by means of a trenchless or no-dig technique. Such techniques may include, but are not limited to, pipe bursting, boring, pipe ramming, and pipe swallowing. Work shall also include traffic control, installation of rock blanket, erosion control, and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Tuesday, May 9, 2017 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Friday, May 19, 2017.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **12:45 p.m. on Thursday, May 25, 2017** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on Thursday, May 25, 2017** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

20 Working Days. THE LATEST START DATE ALLOWED SHALL BE JULY 10, 2017.

**Liquidated Damages:**

\$1,000.00 per Working Day

**Anticipated Notice To Proceed Date:**

On or about Thursday, June 22, 2017. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Seeding and Erosion Control Performance Bond Amount:**

None Required

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$40.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County 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 ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure 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 unit price bids, extensions, and totals provided thereon shall be completed fully.

## REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

**Boone County Roadway Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

**MUTCD:**

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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**BID FORM**  
**RIVER OAKS RD. CULVERT REPLACEMENTS-2017**

Option 1 - Dig & Replace Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
EARTHWORK	1	LS	\$	\$
TRENCH STABILIZATION	1	LS	\$	\$
ROCK EXCAVATION	10	CY	\$	\$
24" DIA., 16 GA. ALUMINIZED CMP	65	LF	\$	\$
24" DIA. ALUMINIZED METAL FLARED END SECTION	1	EA	\$	\$
36" DIA., 14 GA., ALUMINIZED CMP	153	LF	\$	\$
36" DIA. ALUMINIZED METAL FLARED END SECTION	2	EA	\$	\$
1" MINUS AGGREGATE BACKFILL	122	CY	\$	\$
2 1/2" MINUS AGGREGATE BACKFILL	150	CY	\$	\$
ROAD PATCH	1	LS	\$	\$
FENCE REPAIR	1	LS	\$	\$
ROCK BLANKET w/ FILTER FABRIC	116	CY	\$	\$
RESTORATION w/ EROSION CONTROL BLANKET	476	SY	\$	\$
<b>Bid Total</b>				<b>\$</b>



**BID FORM**  
**RIVER OAKS RD. CULVERT REPLACEMENTS-2017**

Option 2 - Trenchless Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
CLEARING AND GRUBBING	1	LS	\$	\$
EARTHWORK	1	LS	\$	\$
ROCK EXCAVATION	10	CY	\$	\$
TRENCHLESS CULVERT REPLACEMENT	1	LS	\$	\$
FENCE REPAIR	1	LS	\$	\$
ROCK BLANKET w/ FILTER FABRIC	123	CY	\$	\$
RESTORATION w/ EROSION CONTROL BLANKET	1	LS	\$	\$
<b>Bid Total</b>				<b>\$</b>

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

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

DATE

ADDENDUM NUMBER

---

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COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_

Will you accept automated clearinghouse (ACH) for payment of invoices? \_\_\_\_\_

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

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## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, 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 necessary Addenda, if any, shall 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.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. 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 should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

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

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

### SECTION I

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

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

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

### SECTION II

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

**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.

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 must be included with Bidder's *Bid Response*. 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: \_\_\_\_\_

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

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

(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.

---

Name and Title of Authorized Representative

---

Signature

---

Date



**COUNTY OF BOONE-MISSOURI**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_

Applicant

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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## 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 \*

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**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 \_\_\_\_\_



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## 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 venturer (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      ( ) LLC  
( ) corporation, incorporated under laws of the state of \_\_\_\_\_  
( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

**ATTEST:**

\_\_\_\_\_  
(Signature)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and 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, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 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 RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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## 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 \_\_\_\_\_

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## INSURANCE REQUIREMENTS

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

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

## CONTRACT CONDITIONS

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

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

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

"Department" shall mean the Boone County Resource Management Department.

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

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

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

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

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

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
  - a. The date of delivery of materials or construction services purchased;
  - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
  - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;



- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
  - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
  - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

(SEAL)

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

(Attorney-in-Fact)

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

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

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

CONTRACTOR: \_\_\_\_\_ (Seal)

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

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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





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**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

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BOONE COUNTY COMMISSION  
**CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS**

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

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

(SEAL)

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

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## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. 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.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

### SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- 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. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

**2.1 Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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 Engineer; 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 or the Engineer.

**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. Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

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

**5.3. 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 Engineer 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 Engineer 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.

**5.4.** The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

## 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 Engineer, 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 Engineer.

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

## SECTION 9 - MEASUREMENT AND PAYMENT

**9.1.** The Engineer 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. 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 the percentage as provided in the Payments section of the Contract Conditions. 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. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.



**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:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

**9.5.** If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

**9.6.** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**9.7.** Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

**9.12.** Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

**9.13.** Release of Retained Percentages:

**9.13.1.** 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. Any other documents which may be required by the contract or the Engineer.

**9.13.2.** 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 and OSHA Training Requirements.

**9.13.3.** 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 Engineer 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 spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

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

## **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 Engineer, 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 Engineer, 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 Engineer 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.

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# TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the MoDOT Standard Specifications**.

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. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

#### 1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

#### 1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

**1.5 MEASUREMENT AND PAYMENT**

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



## SECTION 01320 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

#### 1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

#### 1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
  - 1. The Contractor shall coordinate all activities on the project;
  - 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
  - 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

#### **1.4 PROPOSED PRODUCT LIST**

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.5 SHOP PLANS**

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

#### **1.6 PRODUCT DATA**

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

#### **1.7 MANUFACTURER'S INSTRUCTIONS**

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

#### **1.8 MANUFACTURER'S CERTIFICATIONS**

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

#### **1.9 SUBMITTAL**

- A. The followings items shall require submittals:
  - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
  - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
  - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
  - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
  - 5. Section 2330 – Aggregate: Certification;
  - 6. Section 02370-Graded Rip Rap: Certification;
  - 7. Section 02630-Pipe Material: Certification;
  - 8. Section 02739-Prime/Tack Coats: Certification;
  - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
  - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

#### 1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
  - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
  - 2. Reporting any non-compliance findings to the site manager.
  - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
  - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
  - 2. Posting manufacturer's recommended methods for spill cleanup.
  - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01450 – QUALITY CONTROL AND TESTING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

#### 1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100 of the Boone County Roadway Regulations Chapter II.**

#### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

#### 1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

#### 1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

#### 1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

#### 1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

#### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

**END OF SECTION**

## SECTION 01550 – TEMPORARY TRAFFIC CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

#### 1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
  - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
  - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

#### 1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

### PART 3 – EXECUTION

#### 3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

### END OF SECTION

## SECTION 01570 – EROSION CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

#### 1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
  - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
  - 2. Erosion Control Blankets paid per installed Square Yard, based on 6.5' width
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

### PART 2 – PRODUCTS

#### 2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

#### 2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.



**2.3 TEMPORARY DITCH CHECKS**

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

**2.4 SEDIMENT BASINS**

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

**2.5 TEMPORARY SILT FENCE**

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

**2.6 TEMPORARY PIPE**

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

**2.7 TEMPORARY SEEDING AND MULCHING**

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

**2.8 EROSION CONTROL BLANKETS**

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

**PART 3 – EXECUTION**

**3.1 TEMPORARY BERMS**

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

**3.2 TEMPORARY SLOPE DRAINS**

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

**3.3 TEMPORARY DITCH CHECKS**

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

**3.4 SEDIMENT BASINS**

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

**3.5 TEMPORARY SILT FENCE**

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

**3.6 TEMPORARY PIPE**

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

**3.7 TEMPORARY SEEDING AND MULCHING**

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

**3.8 EROSION CONTROL BLANKET INSTALLATION**

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

**END OF SECTION**

## SECTION 01590 – RESTORATION

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

#### 1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

### PART 2 – PRODUCTS

#### 2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

## 2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

## 2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid ( $P_2O_5$ ) and soluble potash ( $K_2O$ ), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

## 2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

## 2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

## 2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

### **PART 3 – EXECUTION**

#### **3.1 SEEDBED PREPARATION AND TOPSOIL**

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

#### **3.2 LIME**

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

#### **3.3 FERTILIZER**

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

### 3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed  $\frac{1}{4}$  to  $\frac{1}{2}$  inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

**END OF SECTION**

## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

#### 1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

#### 1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

## **SECTION 01720 – CONSTRUCTION STAKING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

#### **1.2 GENERAL**

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



## SECTION 01780 – PROJECT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

#### 1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
  1. The County agrees the entire work is complete.
  2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

#### 1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
  1. The County agrees the entire work is complete.
  2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
  - 1. If the County agrees the entire work is complete, Contract Time will stop.
  - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

**1.4 Application for Final Payment**

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 02220 – REMOVALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

#### 1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

#### 3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

#### 3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

### END OF SECTION

## SECTION 02230 -- SITE CLEARING AND GRUBBING

### PART 1 -- GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

### PART 2 -- PRODUCTS (NOT USED)

### PART 3 -- EXECUTION

#### 3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

## SECTION 02300 – EXCAVATION AND EMBANKMENT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

#### 1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
  1. Errors are found in the original quantity or surface elevations shown on the Plans;
  2. An authorized change is made to the typical section or grade; or
  3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

## SECTION 02335 – SUBGRADE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION



## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

#### 1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitring culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

**Except:**

- 1. ***Aluminized corrugated metal pipes are allowed.***
  - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
  - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
  - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
  - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

**END OF SECTION**

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

#### 1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

**END OF SECTION**

## SECTION 02741 – PAVING FABRIC

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m <sup>2</sup> (oz/yd <sup>2</sup> )	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m <sup>2</sup> (gal/yd <sup>2</sup> )	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
  - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
  - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
  - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
  - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
  - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
  - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m<sup>2</sup>.
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.



- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
  2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
  2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
  3. Storage – The paving mat should be stored indoors prior to use.

**END OF SECTION**

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## **SPECIAL PROVISIONS**

### **General**

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements, rights-of-way, and the limits of temporary construction areas as indicated on the Plans. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Any damage done to existing infrastructure, adjacent to project boundaries, shall be replaced by the Contractor at his expense.
7. Mail service shall not be interrupted and contractor shall notify all owners/tenants of any alternate arrangements. If a residence is inaccessible, the Contractor shall provide temporary mail boxes or gang boxes to receive mail. All boxes shall be fully enclosed with a door, and be clearly labeled with the street name and address number that they represent, with one residence per box. Contractor shall coordinate the schedule and locations of temporary mailboxes with the USPS and property owners. Any associated costs shall be incidental to the project.

### **Utility Coordination**

8. Any utilities shown in the plans approximately reflect a visual inspection of the site, and are for information purposes only.
9. The contractor shall be responsible for verifying location, condition, and depth of all existing utilities prior to construction. Contact the Boone County inspector with any conflicts.
10. Should a utility conflict arise, the Contractor shall be responsible for alerting the utility provider and coordinating with said provider to resolve the conflict. Points of contact for utility providers are provided on the cover sheet of the Plans.
11. Requests for additional working days due to utility conflicts will be processed on a case by case basis. Automatic approval of such requests may not be granted.

### **Options 1 & Option 2 Bidding**

12. The Bidder has the opportunity to either rehabilitate the existing culverts by open dig and replacement (Option 1) or rehab through a trenchless process (Option 2). More details regarding the trenchless processes may be found in the trenchless Special Provisions.
13. The Bidder is not required to submit a bid for both options. The Bidder may submit a bid for only one option or both at their discretion.
14. To place a valid bid, the Bidder must complete fully all bid items on the Bid Form(s) for the given option(s). Any bid items left blank will be considered an incomplete bid and will void the Bidder from that option.
15. The following Special Provisions have been arranged according to their respected option.

## OPTION 1-DIG & REPLACE SPECIAL PROVISIONS

### Construction Staking

16. The Construction Staking bid item shall include all costs associated with the hiring of an individual or firm to provide survey staking to aide the Contractor in constructing the project per Plan.
17. Finished grade elevations of the pavement shall be the same as existing elevations unless indicated otherwise in the Plans.
18. Monuments damaged due to Contractor negligence will be restored at Contractor's expense.

### Traffic Control/Project Phasing

19. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
20. Contractor shall be responsible for creating a project Phasing and Traffic Control Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. Notice to proceed will not be issued until such a plan has been approved by the County.
21. Contractor shall notify the County a minimum of 72 hours in advance of any road or lane closures to allow ample time to issue a press release.
22. Contractor will be allowed to close the road from **9:00 am - 2:00 pm, Monday – Friday**. However, the Contractor shall have onsite, at all times, a means to make a rapid trench crossing in case of emergency. Rapid trench crossings could be accomplished using a temporary bridging structure, such as steel road plates, or the construction of a temporary aggregate bypass lane. Minimum driving width for any access shall be 12'.
23. Access shall be provided to all properties for those hours outside the closure time listed previously. Access could be accomplished using a bridging structure, construction of a temporary aggregate bypass lane, or other approved means.
24. If Contractor chooses to use a bridging structure to provide temporary and emergency access, the structure must be able to accommodate a 32 kip axle load. Contractor shall provide to the County documentation that the structure can handle intended loads. Documentation may include published literature from manufacturer or written documentation stamped by a licensed Professional Engineer.
25. If aggregate bypass lanes are constructed, the driving lane shall be a minimum of 12' wide with side slopes being a 1.5:1 max.
26. Regardless of access means, all exposed edges of access shall be marked with reflective material or cones with flashing lights to aide in nighttime navigation.
27. Traffic Control for Option 1 will not be measured and will be paid for at the contract Lump Sum bid price. Bid item for shall include all labor, material, installation, and maintenance of all signage, posts, delineators, and barricades necessary for proper traffic control. Bid item shall also include all costs associated with maintaining access to properties during construction.

### Materials Testing

28. The contractor shall provide quality control testing for the asphalt pavement. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be included in the contract Lump Sum price for Materials Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the County of all tests conducted.
29. All asphalt pavement shall be placed and compacted to 92% of the max density as specified in the Job Mix Formula. Density tests, using a nuclear gauge in accordance with ASTM D 2950-74, shall be conducted on each lift of asphalt pavement. Minimum testing frequency shall be one reading per lane, per lift, per 10 feet. If density readings fall below 89% or above 97%, work shall be stopped immediately and will not resume until a solution is found and the Contractor can meet the specified densities.

## **Clearing and Grubbing**

30. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
31. Contractor shall try and save as many large (8" in diameter or greater) trees as possible. If a large tree is in conflict and has not been designated for removal on the Plans, Contractor shall seek approval from the County or homeowner prior to its removal.
32. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
33. Minor tree limb or brush trimming shall be included in this bid item.
34. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
35. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

## **Removals**

36. Removals bid item shall include all labor, equipment, and material required to saw cut, remove, and haul away the existing roadway pavement and to remove and haul away the existing corrugated metal culverts. Removals will not be measured and shall be paid for at the contract Lump Sum bid price.

## **Earthwork**

37. Earthwork bid item shall include all material, equipment, and labor necessary to excavate, stockpile, haul away, and reinstall as compacted backfill the existing native soil for the entire project.
38. The following estimated quantities are provided to aid in the preparation of the bid and do not include any swelling or shrinkage factors. These quantities assume the constructed trench will be per "Typical Trench Section" as found in the Plans.
  - Total Excavated Material = 592 CY
  - Total Native Backfill = 176 CY
  - Total Haul Away = 416 CY
39. Additional quantities will be incurred if the Contractor wishes to slope the wall of the trenches. These additional quantities shall be part of the Trench Stabilization bid item. Greater detail of the quantities can be found in the Trench Stabilization Special Provision.
40. Native backfill shall be placed in maximum 6"-8" lifts and compacted.
41. Earthwork will not be measured and shall be paid for at the contract Lump Sum bid price.

## **Trench Stabilization**

42. Trench Stabilization bid item shall include all material, labor, and equipment necessary to provide safe working conditions for workers inside the trench as per OSHA requirements. Stabilization may be achieved by using shoring methods, like trench boxes, or sloping of the trench walls.
43. The following estimated quantities are provided to help evaluate the sloped wall option and are in addition to the quantities found in the Earthwork Special Provision. These values do not include any swelling/shrinkage factors and it is assumed a stable trench wall will be at a 1:1 slope. It was also assumed the aggregate backfill would be placed in similar dimensions as per "Typical Trench Section" in the Plans. All other backfill was assumed to be native backfill.
  - Additional Excavated Material = 757 CY
  - Additional Native Backfill = 683 CY
  - Additional Haul Away = 74 CY
44. Trench Stabilization bid item shall include all material, labor, and equipment necessary to provide safe working conditions for workers inside the trench as per OSHA requirements.



Trench Stabilization will not be measured and shall be paid for at the contract Lump Sum bid price.

### **Rock Excavation**

45. Rock Excavation bid item shall include all labor, equipment, and materials necessary to chip and haul away any subsurface rock in conflict with the project.
46. The expectation is that no rock will be encountered during the project.
47. If original bid quantity is exceeded, rock removal will be paid at the contract unit price. If no rock is encountered, the bid item will be change ordered out of the contract.
48. Rock Excavation will be measured, with payment being made at the contract Cubic Yard bid price.

### **24" Dia. Aluminized Corrugated Metal Pipe**

49. The 24" Dia. Aluminized CMP bid item shall include all labor, equipment, and materials necessary to install the 24" diameter pipe as found in the Plans.
50. The pipe shall be aluminized, 16 gauge, annular riveted, with 2 2/3"x1/2" corrugation profile.
51. All work associated with excavation and backfilling of pipe shall not be included in this bid item as that work is accounted for in other bid items.
52. The 24" Dia. CMP bid item will be measured with payment being made at the contract Linear Foot bid price. Pipe will be measured at the flowline of installed pipe.

### **36" Dia. Aluminized Corrugated Metal Pipe**

53. The 36" Dia. Aluminized CMP bid item shall include all labor, equipment, and materials necessary to install the 36" diameter pipe as found in the Plans.
54. The pipe shall be aluminized, 14 gauge, annular riveted, with 2 2/3"x1/2" corrugation profile.
55. All work associated with excavation and backfilling of pipe shall not be included in this bid item as that work is accounted for in other bid items.
56. The 36" Dia. CMP bid item will be measured with payment being made at the contract Linear Foot bid price. Pipe will be measured at the flowline of installed pipe.

### **Aluminized Metal Flared End Sections**

57. Bid item for Aluminized Metal Flared End Sections shall include all labor, material, and equipment needed to install metal flared end sections as per Plans.
58. Bid item will be measured with payment being made at the contract per Each bid price.

### **1" Minus Aggregate Backfill**

59. Bid item for 1" Minus Aggregate Backfill shall include all labor, material, and equipment necessary to install 1" minus aggregate in all locations as indicated in the Plans. Bid item shall also include all costs associated with installation of 1" minus aggregate road base layer.
60. 1" minus aggregate backfill shall be placed in 6"-8" loose lifts and compacted.
61. Hand tampering may be required around the haunches of the culverts.
62. Bid item will be measured with payment being made at the contract Cubic Yard bid price.

### **2 1/2" Minus Aggregate Backfill**

63. Bid item for 2 1/2" Minus Aggregate Backfill shall include all labor, material, and equipment necessary to install 2 1/2" minus aggregate in all locations as indicated in the Plans.
64. 2 1/2" minus aggregate backfill shall be placed in 6"-8" loose lifts and compacted.
65. Bid item will be measured with payment being made at the contract Cubic Yard bid price.

### **Road Patch**

66. Road Patch bid item shall include all labor, material, and equipment necessary for the installation of a full depth asphalt patch as described in the Plans and these Special Provisions.

67. Prior to placing asphalt, existing pavement shall be full depth saw cut perpendicular to the road centerline across entire width of roadway. Saw cut shall be a minimum of 12" from nearest trench wall. Saw cut work shall be included in Removals bid item.
68. All asphalt pavement shall be in conformance with Section 401 of the Missouri Standard Specifications for Highway Construction, 2011.
69. Road Patch shall consist of a 6" thick bituminous base layer and a 2" thick BP-2 asphalt layer. Minimum patch width shall be 10'.
70. Asphalt pavement shall be placed in lifts and compacted to densities as per Materials Testing Special Provision. Lifts shall not exceed 4" in thickness.
71. Asphalt shall be placed as to match existing road profile and cross section. Asphalt lifts shall be free of waves or irregularities and shall not vary from a 10 foot straight-edge, applied parallel to road centerline, by more than ½ inch on base course lifts and not more than ¼ inch on surface lift. Final surface lift shall also be checked in the transverse direction, and shall not vary from a 4 foot straight-edge by more than ¼ inch. Any areas that do not meet the specification shall be corrected in a manner as recommended by the Contractor, and approved by the Engineer.
72. Tack coat will be required in between lifts if previous lift becomes excessively dirty, is left overnight, or excessively cools (<140° F).
73. The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal, and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
74. Recycled Asphalt Pavement (R.A.P.) may be used in the asphalt mixes, but shall not exceed 20% of the total mix. Recycled Asphalt Shingles (R.A.S.) will not be allowed in any of the mixes.
75. As stated previously, Contractor may bid project assuming a shored trench installation or a sloped trench wall installation. Estimated quantity of road patch for a shored trench installation is 88 square yards. Estimated quantity of road patch for sloped (assume 1:1 slope) trench wall is 271 square yards.
76. Road Patch will not be measured and will be paid at the contract Lump Sum bid price.

### **Fence Repair**

77. Fence Repair bid item shall include all labor, material, and equipment necessary to temporarily remove portions of existing fence and reinstall said portions of fence in its current location after construction is complete.
78. Existing fence is comprised of steel T-posts with coated wire stringers.
79. Contractor shall remove and save existing fence posts during construction. Fence posts and stringers shall be reinstalled to pre-construction condition in the pre-construction location. If existing fence elements become damaged during construction, such elements shall be replaced with like materials at the Contractor's expense.
80. Fence Repair will not be measured and will be paid at the contract Lump Sum bid price.

### **Rock Blanket with Filter Fabric**

81. Rock Blanket bid item shall include all labor, material, and equipment necessary to construct all rock blanket with filter fabric as detailed in the Plans.
82. Filter fabric shall be non-woven, Propex 801 or approved equal.
83. Rock shall be Type 3, 6"x12" graded rip rap, placed in layer having a thickness of 1.5'.
84. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Restoration with Erosion Control Blanket**

85. Bid item shall include all labor, material, and equipment necessary to install 4" of topsoil followed by seed, lime, and fertilizer in accordance to Section 01590 of the Technical Specifications. After placement of materials is complete, areas shall be covered with an erosion control blanket as per Plan Details.
86. Seed mix shall be one which performs well in sun and shade.
87. Erosion control blanket shall be Propex Landlock CS2 or approved equal.

88. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
89. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.
90. Bid item will be measured and will be paid at the contract Square Yard bid price.

## **OPTION 2-TRENCHLESS SPECIAL PROVISIONS**

### **Traffic Control/Project Phasing**

91. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
92. Contractor shall be responsible for creating a project Phasing and Traffic Control Plan. This plan should be submitted to the County prior to the Pre-Construction Meeting. Notice to proceed will not be issued until such a plan has been approved by the County.
93. Contractor shall notify the County a minimum of 72 hours in advance of any road or lane closures to allow ample time to issue a press release.
94. Contractor shall maintain a minimum 12' wide clear lane for traffic at all times.
95. Even if no lane closures are planned, Contractor will be required to install and maintain, at a minimum, "Road Work Ahead" signs or other MUTCD approved methods to warn drivers of construction activities.
96. Traffic Control for Option 1 will not be measured and will be paid for at the contract Lump Sum bid price. Bid item shall include all labor, material, installation, and maintenance of all signage, posts, delineators, and barricades necessary for proper traffic control.

### **Clearing and Grubbing**

97. Clearing and Grubbing bid item shall include all labor, equipment, and material needed to remove all existing trees, debris, and vegetation from the project area as indicated on the Plans.
98. Contractor shall try and save as many large (8" in diameter or greater) trees as possible. If a large tree is in conflict and has not been designated for removal on the Plans, Contractor shall seek approval from the County or homeowner prior to its removal.
99. All trees, especially small diameter trees, may not be represented on the Plans. Contractor shall be responsible for conducting a site visit, prior to submitting a bid, to gather a better understanding to the amount of vegetation which will be removed.
100. Minor tree limb or brush trimming shall be included in this bid item.
101. All debris from Clearing and Grubbing operations shall be removed from the site completely. No open burning or mulching and broadcasting debris chips into the surrounding landscape will be allowed.
102. Clearing and Grubbing will not be measured and will be paid for at the contract Lump Sum bid price.

### **Earthwork**

103. Earthwork bid item shall include all material, equipment, and labor necessary to excavate, stockpile, haul away, and reinstall as compacted backfill the existing native soil for the entire project. This shall include all work needed to excavate and backfill any bore pits for trenchless replacements.
104. Bid item shall also include any minor backfilling required around new pipe or backfilling of existing holes or ditches as specified on the Plans. Backfill such as this may be 1" minus aggregate, soil from borrow, native soil, or combination. All backfill shall be placed in 6"-8" loose lifts and compacted.
105. Earthwork will not be measured and shall be paid for at the contract Lump Sum bid price.

### **Rock Excavation**

106. Rock Excavation bid item shall include all labor, equipment, and materials necessary to chip and haul away any subsurface rock in conflict with the project.
107. The expectation is that no rock will be encountered during the project.
108. If original bid quantity is exceeded, rock removal will be paid at the contract unit price. If no rock is encountered, the bid item will be change ordered out of the contract.
109. Rock Excavation will be measured, with payment being made at the contract Cubic Yard bid price.

### **Trenchless Culvert Replacement**

110. The Trenchless Culvert Replacement bid item shall include all labor, equipment, and materials necessary to replace the 3 existing culverts in the project with new pipes in a trenchless process. The trenchless process used will be at the Contractor's discretion, which may include, but is not limited to, pipe bursting, directional boring/ramming, or pipe swallowing.
111. Contractor shall follow industry accepted means, methods, and specifications of construction for a given trenchless technique. Contractor shall submit to the County such specifications prior to construction. Submittal may be included with other material submittals and shall follow Section 01320 of the Technical Specifications.
112. The material for the replacement pipes shall have a published design life equal to or exceeding published design life of aluminized corrugated metal pipe.
113. Finished inside diameter of replacement pipes will be dependent on trenchless process used. For pipe bursting, replacement diameter shall be as large as practical, but shall be a minimum of one size up from the existing (i.e. existing culvert diameter = 18", replacement diameter = 21"). For pipe ramming or boring, replacement diameter shall be 24" for Culvert 5991 and 36" for Culvert 5990 & 5992.
114. Trenchless Culvert Replacement will not be measured and will be paid at the contract Lump Sum bid price.

### **Fence Repair**

115. Fence Repair bid item shall include all labor, material, and equipment necessary to temporarily remove portions of existing fence and reinstall said portions of fence in its current location after construction is complete.
116. Existing fence is comprised of steel T-posts with coated wire stringers.
117. Contractor shall remove and save existing fence posts during construction. Fence posts and stringers shall be reinstalled to pre-construction condition in the pre-construction location. If existing fence elements become damaged during construction, such elements shall be replaced with like materials at the Contractor's expense.
118. Fence Repair will not be measured and will be paid at the contract Lump Sum bid price.

### **Rock Blanket with Filter Fabric**

119. Rock Blanket bid item shall include all labor, material, and equipment necessary to construct all rock blanket with filter fabric as detailed in the Plans.
120. Filter fabric shall be non-woven, Propex 801 or approved equal.
121. Rock shall be Type 3, 6"x12" graded rip rap, placed in layer having a thickness of 1.5'.
122. Bid item will be measured and will be paid at the contract Cubic Yard bid price.

### **Restoration with Erosion Control Blanket**

123. Bid item shall include all labor, material, and equipment necessary to install 4" of topsoil followed by seed, lime, and fertilizer in accordance to Section 01590 of the Technical Specifications. After placement of materials is complete, areas shall be covered with an erosion control blanket as per Plan Details.
124. Seed mix shall be one which performs well in sun and shade.
125. Erosion control blanket shall be Propex Landlock CS2 or approved equal.

126. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
127. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications will not be required for this project.
128. Restoration bid item for Option 2 will not be measured and will be paid for at the contract Lump Sum bid price.

## APPENDIX A

### 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.

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1/26/17

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/17		\$32.42	55	60	\$22.40
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction\Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker	1/17		\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93  
All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

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

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

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

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

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

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

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

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

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

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

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

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

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

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

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

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. 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.

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

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer	1/17	\$24.53	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer	1/17	\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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



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

## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2017

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

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

<b>PRODUCER</b> The Insurance Group-Col 200 East Southampton Drive Columbia, MO 65203	<b>CONTACT NAME:</b> Mary D. Davidson <b>PHONE (A/C, No, Ext):</b> (573) 875-4800 <b>FAX (A/C, No):</b> (573) 875-4514 <b>E-MAIL ADDRESS:</b> mdavidson@theinsurancegrp.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : United Fire &amp; Casualty Company</td> <td>13021</td> </tr> <tr> <td>INSURER B : Missouri Employers Mutual Insurance Company</td> <td>10191</td> </tr> <tr> <td>INSURER C : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty Company	13021	INSURER B : Missouri Employers Mutual Insurance Company	10191	INSURER C : Cincinnati Insurance Company	10677	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
<b>INSURED</b>  C. L. Richardson Construction 15475 Hwy. 63 S. Ashland, MO 65010															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
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PROPERTY DAMAGE (Per accident)	\$																														
	\$																														
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$			60362010	07/01/2016	07/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$																		
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			MEM 1019116-09	07/01/2016	07/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000								
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E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																												
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																												
C	Excess Liab			EXS0260864	07/01/2016	07/01/2017	Occ/Agg <span style="float: right;">\$ 6,000,000</span>																								
A	Leased/Rent Eqp			60362010	07/01/2016	07/01/2017	Eqp Limit <span style="float: right;">\$ 360,000</span>																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is an additional insured per written contract for general liability per form CG7201 and automobile per form CA7109.  
 Umbrella Liability and Excess Liability follow form.  
 30 day notice of cancellation on the general liability, automobile liability and umbrella liability.

**CERTIFICATE HOLDER** **CANCELLATION**

County of Boone 613 E Ash St., Room 111 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability- Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. Extended Property Damage

At 2. **Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. Expanded Fire Legal Liability

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. Non-Owned Watercraft

At 2. **Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. Property Damage – Borrowed Equipment

At 2. **Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. Property Damage Liability – Elevators

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

## j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

## 2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

## 3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## 4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.



**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1. To read SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item **1.b.** is amended as follows:

**b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II- WHO IS AN INSURED**

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added

**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

**f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You**

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **6. Additional Insured – Limited Products Completed Operations Coverage**

- a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Coverage will cease five years from the completion of "your work" if:
  - (a) a time frame is not stipulated in the written contract or written agreement; or
  - (b) a time frame longer than 5 years is stipulated in the written contract or written agreement

However if a lesser time frame is stipulated in the written contract or written agreement then that time frame will prevail.

- b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

#### **7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - i. The exceptions contained in Sub-paragraphs d. or f.; or
    - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by the additional coverage.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:
  - (1) Your acts or omissions; or
  - (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### **11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS A NAMED INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

**9. Coverage G- Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and notwithstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

14. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the DEFINITIONS section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.



## SECTION V – DEFINITIONS

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

**f.(1)** Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. "bodily injury"** is deleted and replaced with the following:

**3.** "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9. "Insured Contract"** **c.** is deleted and replaced with the following:

**c.** Any easement or license agreement;

D. Item **9. "Insured Contract"** **f.(1)** is deleted

E. The following definitions are added for this endorsement only

**23. "Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**24. "Product recall"** means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a.** The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b.** Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1)** An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2)** Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

**25. "Product recall expense"** means reasonable and necessary expenses for:

- a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b.** Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d.** Transportation and accommodation expense incurred by your employees.
- e.** Rental expense incurred for temporary locations used to store recalled products.
- f.** Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g.** Transportation expenses incurred to replace recalled products.
- h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### COVERAGE INDEX

Description	Page
TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE	1
BROAD FORM INSURED	1
EMPLOYEES AS INSURED	2
ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT	2
AMENDED FELLOW EMPLOYEE EXCLUSION	2
TOWING AND LABOR	2
PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
EXTRA EXPENSE - THEFT	3
RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE	3
PERSONAL EFFECTS COVERAGE	4
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	4
AIRBAG ACCIDENTAL DISCHARGE	4
AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT	4
GLASS REPAIR – DEDUCTIBLE AMENDMENT	5
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	5
WAIVER OF SUBROGATION REQUIRED BY CONTRACT	5
UNINTENTIONAL FAILURE TO DISCLOSE	5
HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE	5
EXTENDED CANCELLATION CONDITION	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**SECTION I – COVERED AUTOS**, paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

#### B. BROADENED LIABILITY COVERAGES

**SECTION II – LIABILITY COVERAGE** in Paragraph A. Coverage at 1. **Who Is An Insured** is amended to include the following:

##### ***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (1) That is a joint venture or partnership,
- (2) That is an "insured" under any other policy,
- (3) That has exhausted its Limit of Insurance under any other policy, or
- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**D. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE**

Coverage is amended as follows:

***(TOWING AND LABOR)***

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.

- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

**(PHYSICAL DAMAGE ADDITIONAL  
TRANSPORTATION EXPENSE COVERAGE)**

**4. Coverage Extensions**

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

**(EXTRA EXPENSE - THEFT)**

The following language is added to 4. **Coverage Extensions**:

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(RENTAL REIMBURSEMENT AND ADDITIONAL  
TRANSPORTATION EXPENSE)**

- d. **Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

- (b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or

- (b) \$35 per day.

- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**(PERSONAL EFFECTS COVERAGE)**

- e. **Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

**(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)****(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

(1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.

(2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:

(3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

(a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

(b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of the "loss";

(b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

**(AIRBAG ACCIDENTAL DISCHARGE)****D. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended as follows:

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**E. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease / loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

**(GLASS REPAIR – DEDUCTIBLE AMENDMENT)**

Under **D.**, **Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**F. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**G. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

**H. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

**I. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance**

Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a) Any Covered "auto" you lease, hire, rent or borrow; and

- (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**J. EXTENDED CANCELLATION CONDITION**

- A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:
  - b. 60 days before the effective date of cancellation if we cancel for any other reason

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

June

20 17


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

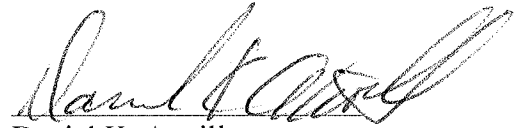
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 27/2017 to purchase overhead door maintenance and repair from D.H. Pace Company, Inc., d/b/a Overhead Door Company of Central Missouri.

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

Done this 20th day of June, 2017

ATTEST:

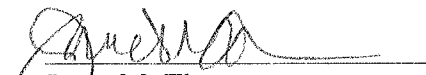
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

**Robert Wilson**  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: June 12, 2017  
RE: Cooperative Contract: 27/2017 – Overhead Door Maintenance & Repair

Public Works, Sheriff's Department, and Facilities Maintenance requests permission to utilize the City of Columbia cooperative contract 27/2017 to purchase overhead door maintenance and repair from D.H. Pace Company, Inc., d.b.a. Overhead Door Company of Central Missouri.

This is a county-wide term and supply contract.

cc: Greg Edington/ PW, Gary German/ SD, Jody Moore/ Facilities  
Contract File

**PURCHASE AGREEMENT FOR  
OVERHEAD DOOR MAINTENANCE AND REPAIR  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of June, 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D.H. Pace Company, Inc., d.b.a. Overhead Door Company of Central Missouri**, herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **overhead door maintenance and repair services** in compliance with all bid specifications and any addenda issued for the City of Columbia, Request for Quotation number **27/2017** as well as Boone County Standard Terms and Conditions, insurance requirements, Prevailing Wage Order #24, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quotation number **27/2017** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through March 31, 2018** subject to the provisions for termination specified below. Contract may be renewed by order of the County for four (4) additional one year periods. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with overhead door maintenance and repair services. These services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the items as specified and within the time limit as detailed in the statement of bidder's qualifications response.

5. **Rates and Charges** - Contractor agrees to provide overhead door maintenance and repair services in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty (30) days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

All billing shall be invoiced to the Ordering Department which may include Boone County Facilities Maintenance, Public Works, and Sheriff's Department.

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

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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
  - c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

**D.H. PACE COMPANY, INC., D.B.A.  
OVERHEAD DOOR COMPANY OF  
CENTRAL MISSOURI**

**BOONE COUNTY, MISSOURI**

by Timothy R. Lane  
title V.P. / G.M.

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

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

125512040/6/17 - 60100

Jane E. Pitchford  
Signature by ajp

6/9/17  
Date

County Wide Term & Supply  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

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

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

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			\$32.42	55	60	\$22.40
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.16	60	15	\$16.10
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)			\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$26.87	122	76	\$11.78
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.04	60	15	\$16.10
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$26.16	60	15	\$16.10
Operating Engineer						
Group I			\$28.86	86	66	\$24.98
Group II			\$28.86	86	66	\$24.98
Group III			\$27.61	86	66	\$24.98
Group III-A			\$28.86	86	66	\$24.98
Group IV			\$26.63	86	66	\$24.98
Group V			\$29.56	86	66	\$24.98
Painter			\$23.24	18	7	\$11.78
Pile Driver			\$26.16	60	15	\$16.10
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofor			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93  
 All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

## **BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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

## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

**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.

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

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

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

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

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

## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 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  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

## BOONE COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

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

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

## **BOONE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$27.96	2	4	\$13.17
Skilled Laborer		\$27.96	2	4	\$13.17
Millwright		\$30.83	23	16	\$16.10
Operating Engineer					
Group I		\$27.94	21	5	\$24.87
Group II		\$27.59	21	5	\$24.87
Group III		\$27.39	21	5	\$24.87
Group IV		\$23.74	21	5	\$24.87
Oiler-Driver		\$23.74	21	5	\$24.87
Pile Driver		\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$29.27	25	21	\$12.45
Group II		\$29.43	25	21	\$12.45
Group III		\$29.42	25	21	\$12.45
Group IV		\$29.54	25	21	\$12.45

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

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

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

## BOONE COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

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

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

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

**BOONE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

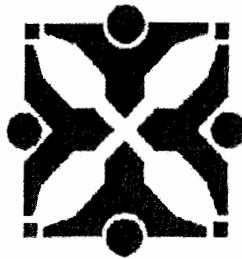
**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to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

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

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

**CITY OF COLUMBIA  
CONTRACT # 27/2017**

**OVERHEAD DOOR MAINTENANCE AND REPAIR  
TERM AND SUPPLY**



**FINANCE/PURCHASING DIVISION  
LAWRENCE LUCK  
PURCHASING AGENT  
701 E. BROADWAY  
5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201**

**KENT BRANSON  
BUILDING AND GROUNDS  
SUPERVISOR**

**MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER**

# EXHIBIT J

Contractor's Proposal and Pricing

## BID RESPONSE

### OVERHEAD DOORS MAINTENANCE AND REPAIR TERM & SUPPLY

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

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

#### SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following line items.

**RFQ is for all doors within the City of Columbia - Sizes to include but not limited to the following:**

4 X 5 Security Door - \$25.-  
8 X 8 - \$25.-  
8 X 10 - \$25.-  
9 X 7 - \$27.50  
9 X 9 - \$27.50  
9 X 12 - \$30.-  
10 X 10 - \$30.-  
10 X 14 - \$35.-  
12 X 10 - \$35.-  
12 X 12 - \$35.-  
12 X 16 Emergency Doors - \$40.-  
12 X 17 - \$40.-  
14 X 14 - \$45.-  
16 X 14 - \$45.-  
20 X 14 - \$45.-

108 X 131  
176 X 141

> Time & Material at attached Preventive Maintenance hourly rate on next page



Item	Regular Labor - Repair -- Prevailing Wage	Overtime Repair -- Prevailing Wage	Regular After hrs/Weekends - Prevailing Wage	Overtime - After hrs/Weekends - Prevailing Wage	Holiday - Prevailing Wage
General Laborer - Per Hour	N/A	N/A	N/A	N/A	N/A
Operator - Per Hour	N/A	N/A	N/A	N/A	N/A
Carpenter - Per Hour	\$ 80.	\$ 120.	\$ 120.	\$ 120.	\$ 120.
Other Classification - if needed - Per Hour	N/A	N/A	N/A	N/A	N/A
Other Classification - if needed - Per Hour	N/A	N/A	N/A	N/A	N/A
Other Classification - if needed - Per Hour	N/A	N/A	N/A	N/A	N/A
Item	Regular Labor - No Prevailing Wage				
Preventative Maintenance - Commercial Service call - one man -- Per Hour	\$ 55.				
Preventative Maintenance - Commercial Service call - two men-- Per Hour	\$ 75.				
Preventative Maintenance - Commercial Service call - three men-- Per Hour	N/A				
Item	Unit	%			
Section of sectional door - (Rolling)	Percentage below manufactures List Price	25%			
Complete rolling door	Percentage below manufactures List Price	25%			
Equipment	Unit				
Scissor lift	Per Hour	\$ 30			
Item	Acknowledge -- Yes /No				
Work orders must be signed by the City department head or person authorized to request the work.	Yes				

**SECTION II**

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. DBE? Yes **No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #23 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Executive Order 12549 Regarding Debarment and Suspension** By submission of its response, the Bidder certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not with a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 **Certification of Non-Resident/Foreign Contractors:** If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 **Contract Documents:** Bidders shall review the sample contract attached as Appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

SECTION III

**3.1 Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

**3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
<u>None</u>	_____
_____	_____
_____	_____

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

**3.4 PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

**3.7 W-9:** Exhibit D must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data on the conditions under which the project will be constructed, scope of contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

None

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

**4.2 SALES TAX EXEMPTION:** Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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 City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required. Performance and Labor bond shall be required for each designated project that exceeds \$25,000.00, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. 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 Engineer 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 and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: *Bid No. 27/2017 OVERHEAD DOORS MAINTENANCE AND REPAIR – Term and Supply*

**4.4 INSURANCE REQUIREMENTS:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by contractor under the contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage

for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the contract. In the event contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

*Bid No. 27/2017 OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY*

SECTION V

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

**BIDDERS SIGNATURE:**

Firm OVERHEAD DOOR OF CENTRAL MO.  
A DIVISION OF ORPACE COMPANY, INC.

Individual Timothy R. Lower

Title V.P. / G.M.

Address 1813 GRAND AVE  
COLUMBIA, MO 65203

Phone 417.353.0782

Email: tim.lower@ohpace.com

Date 2/3/17

# The Genuine. The Original. Overhead Door Company of Central Missouri



DIVISION OF DH PACE COMPANY, INC.  
1313 GRAND AVENUE • P.O. BOX 7276 • COLUMBIA, MO 65201  
Columbia: 573-874-3667 • 800-383-9328 • Jefferson City: 573-659-3667  
www.OverheadDoorCentralMO.com

## Statement of Bidders Qualifications Continued

### 3.6 Proposer Information

1. What are you normal operating hours? 7am – 5pm
2. Normal days (Mon-Fri) Mon - Fri
3. Will there be a trip charge? If so; amount? No
4. Any additional charges? If so; amount? No
5. What is our parts pricing? (% discount off list) 25% on material
6. Do you charge a "Return Charge", if so; explain Not on same repair
7. Emergency repair response time during regular business hours? 30 to 60 minutes
8. Emergency Repair response time after hours 30 to 120 minutes
9. Emergency Repair response time Holiday 30 to 120 minutes
10. Emergency Repair Response time Weekends 30 to 120 minutes
11. Repair Response time during regular business hours 30 to 60 minutes
12. Repair Response time after hours 30 to 120 minutes
13. Repair Response time Holiday 30 to 120 minutes
14. Repair Response time Weekends 30 to 120 minutes
15. Are you willing to be on call 24/7/365 Yes
16. Time frame to schedule Preventative Maintenance see schedule by site \*
17. Number of trucks locally available 8 (largest local fleet)
18. Are standard parts readily available in stock Yes – on truck and whse
19. Turn around time on Special Order parts 24 to 72 hours



The Genuine. The Original.



Overhead Door Company of Central Missouri  
A **SPACE** Company

1.

American Air Filter – 2100 Nelwood Dr Columbia, MO 65202  
Joseph Roth (573)517-6207 – [jroth@aaafintl.com](mailto:jroth@aaafintl.com)

Bi-Annual PM on 15 sectional doors, 13 dock levelers, 4 high speed doors, 1 rolling steel door, and 9 sets of dock seals. Last completed in June 16, total annual value = \$1812.00 (started in 2015)

2. Midway USA – 5875 West Van Horn Tavern Road Columbia, MO 65203

Adam Burks (573)447-5964 – [aburks@midwayusa.com](mailto:aburks@midwayusa.com)

Bi-Annual PM on 27 sectional doors, 23 dock levelers, and 23 dock seals. Last completed October 16, total annual value = \$3430.00 (started in 2015)

3. Monsanto Soybean – 830 N Miami Marshall, MO 65340

Beau Giffen (660)815-0836 – [beau.j.giffen@monsanto.com](mailto:beau.j.giffen@monsanto.com)

Annual PM on 19 sectional doors, 4 dock levelers, 12 truck restraints, 4 dock seals. Last completed August 16, total annual value = \$1912.00 (started in 2015)

4. City of Columbia Waste Water Treatment Plant – 4900 Gillespie Road Columbia, MO 65205

George Gering – (573)446-4729

Repaired and installed existing LiftMaster operators that competitor was having issues with.  
Total value on two repair/install tickets = \$3462.00

5. FedEx Freight (done for Fairborn Equipment) – 5501 Paris Rd Columbia, MO 65202

Tracy Bullock (800)262-1188 – [bullockt@fairbornusa.com](mailto:bullockt@fairbornusa.com)

Labor only install of 39 dock shelters, value = \$22,486.00 (completed 1.12.17)

6. Cargill – 3555 W Arrow Marshall, MO 65340

Mark Driskell (660) 886-4570 - [mark\\_driskell@cargill.com](mailto:mark_driskell@cargill.com)

Install (1) rolling steel door, value = \$3996.00 (completed 1.25.17)

General Office

1313 Grand Avenue • Columbia, MO 65203 • Columbia 573-874-3667 • Jefferson City 573-659-3667 • Toll Free 800-383-9328 • [OverheadDoorCentralMO.com](http://OverheadDoorCentralMO.com)

**The Genuine. The Original. Overhead Door Company of Central Missouri**



DIVISION OF DH PACE COMPANY, INC.  
1313 GRAND AVENUE • P.O. BOX 7276 • COLUMBIA, MO 65201  
Columbia: 573-874-3667 • 800-383-9328 • Jefferson City: 573-659-3667  
[www.OverheadDoorCentralMO.com](http://www.OverheadDoorCentralMO.com)

**Overhead Door Company of Central Missouri**

**A Division of the DH Pace Company, Inc.**

**Vendor Information for RFQ No. 27/2017**

The strength of the DH Pace Co. Inc. lies in our size and ability to respond to customer's needs through our organizational structure. Our computerized system allows us to have multiple "eyes" on "up to the minute" service requests across our operations, ensuring prompt response and dispatching of service requests transmitted electronically to service technicians.

**Company Name:**

Overhead Door Company of Central Missouri

A Division of the DH Pace Company, Inc.

1313 Grand Ave Columbia, MO 65201

Phone 573-874-9328 Fax 417-862-5409

email : [service@ohdcentralmo.com](mailto:service@ohdcentralmo.com)

**Primary Contact:**

Timothy R. Lower, V.P./G.M.

cell phone 417-353-0782

email : [tim.lower@dhpaces.com](mailto:tim.lower@dhpaces.com)

**Date Firm Established: 1973**

## **The Genuine. The Original. Overhead Door Company of Central Missouri**



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1313 GRAND AVENUE • P.O. BOX 7276 • COLUMBIA, MO 65201  
Columbia: 573-874-3667 • 800-383-9328 • Jefferson City: 573-659-3667  
[www.OverheadDoorCentralMO.com](http://www.OverheadDoorCentralMO.com)

### **Contacting Us - it's as easy as a phone call, email or fax.**

**Telephone Service Requests** – superior response begins with our call center organization, where we have multiple call takers available in multiple operating locations with primary and secondary automated inbound phone call distribution to the next available call taker. Both our local and 800 toll free phone number connect to this call center. “After Hours Calls” are distributed to our after hours coverage team through our phone system, which is especially appreciated for emergency situations.

What's this mean to you? There's always a knowledgeable person available to answer your call and schedule your service request. 24/7 and 365 days a year.

Example: In 2010 when ice storms struck Springfield, MO and knocked out local telephone lines throughout the City, we were able to continue to receive service calls and respond to our customer's needs by routing those phone calls to our call center personnel in our Kansas City location.

**Email Service Requests** – we have established emails for both service ([service@ohdcentralmo.com](mailto:service@ohdcentralmo.com)) and replacement ([sales@ohdcentralmo.com](mailto:sales@ohdcentralmo.com)) requests that make it convenient for your locations to notify us electronically of their need. This email distribution includes multiple team members being notified and ensuring a prompt entry of your request in to our computer system and the immediate attention of our operation's dispatching team.

What's this mean to you? There's always a knowledgeable person that receives your email and schedules your service request. 24/7 and 365 days a year.

**FAXED Service Requests** – we have established a fax line at 417-862-5409 that makes it convenient for your locations to notify us of their service need. This fax machine is constantly monitored by multiple team members throughout our daily operating hours, which ensures a prompt entry of your request in to our computer system and the immediate attention of our operation's dispatching team.

What's this mean to you? There's always a knowledgeable person that receives your fax and schedules your service request.

**The Genuine. The Original. Overhead Door Company of Central Missouri**



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www.OverheadDoorCentralMO.com

**Statement of Bidders Qualifications**

**Service Team Members:**

Due to limited space, we are not listing individually the service team members in our call taker operations, but this does not minimize their importance in our responsiveness. We depend upon them for timely, accurate and complete service requests received via phone, email or fax, being entered in to our computerized system to ensure the following operational team members are notified immediately of any and all service requests. Without them, our ability to respond beyond your expectations would be impossible.

**Operational Team Member Listing: (Profiles for each follow on next 2 pages)**

Josh Brooks, Branch Manager

Jeff Begley, Commercial Operations Manager

Dexter Dietrich, Commercial Install Manager

Zach Treacy, Commercial Entry Door Manager

Steve LaRoche, Commercial Service Technician

Mike Raley, Commercial Service Technician

Tommy Gregory, Commercial Service Technician

Jacob Mankey, Commercial Service Technician

Kevin Teeter, Commercial Service Technician

Michael Murray, Commercial Service Technician

Mike Quick, Commercial Service Technician

Max Engler, Service Technician

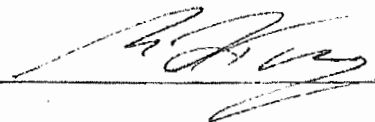
Sheldon Fentiman, Service Technician

CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of KS )  
State of Johnson ) SS.

My name is Mark Tropansky. I am an authorized agent of DH Pace Company, Inc. (Bidder). This business is enrolled and participates in a dba Overhead Door Company of Central MO federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

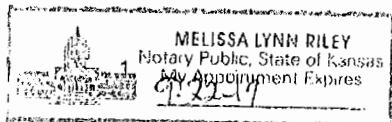
  
\_\_\_\_\_  
Affiant  
Mark L. Tropansky  
Vice President  
Commercial Operations  
\_\_\_\_\_  
Printed Name

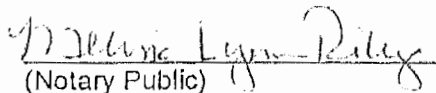
Personally appeared before me, a Notary Public, within and for the County of

Johnson  
Kansas

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 2<sup>nd</sup> day of February, 2017.  
My Commission expires 9-22, 2019.



  
(Notary Public)

Company ID Number: 453995

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

## **B. RESPONSIBILITIES OF DHS**

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

**Company ID Number: 453995**

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

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

**Company ID Number: 453995**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

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

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



**Company ID Number: 453995**

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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

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

### ARTICLE III

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

**Company ID Number: 453995**

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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

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

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

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

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

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

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 453995

## ARTICLE IV

### SERVICE PROVISIONS

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

## ARTICLE V

### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

Company ID Number: 453995

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

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

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

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

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





Company ID Number: 453995

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

<b>Employer D. H. Pace Company, Inc.</b>	
<b>Brenda Schindler</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/05/2011</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/05/2011</b> Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	D. H. Pace Company, Inc.
Company Facility Address:	1142 Clay
	North Kansas City, MO 64116
Company Alternate Address:	
County or Parish:	CLAY
Employer Identification Number:	431012574

Company ID Number: 453995

North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	500 to 999
Number of Sites Verified for:	18
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• ARIZONA 1 site(s)</li><li>• MISSOURI 9 site(s)</li><li>• COLORADO 3 site(s)</li><li>• NEW MEXICO 3 site(s)</li><li>• GEORGIA 1 site(s)</li><li>• KANSAS 1 site(s)</li></ul>	

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

Name:	Brenda Schindler	Fax Number:	(816) 221 - 2682
Telephone Number:	(816) 221 - 0543 ext. 1442		
E-mail Address:	brenda.schindler@dhpace.com		
Name:	Kayleen Haynes	Fax Number:	(816) 480 - 2682
Telephone Number:	(816) 221 - 0543 ext. 1409		
E-mail Address:	kayleen.haynes@dhpace.com		
Name:	Sue Wendelbo	Fax Number:	(816) 480 - 2682
Telephone Number:	(816) 221 - 0543 ext. 1499		
E-mail Address:	sue.wendelbo@dhpace.com		
Name:	Lisa Myers		

# E-Verify



**Company ID Number: 453995**

Telephone Number:	<b>(816) 221 - 5431 ext. 432</b>	Fax Number:	<b>(816) 480 - 2682</b>
E-mail Address:	<b>lisa.myers@dhpacc.com</b>		
Name:	<b>Sherri Torti</b>		
Telephone Number:	<b>(314) 781 - 5200 ext. 7231</b>	Fax Number:	<b>(314) 781 - 0938</b>
E-mail Address:	<b>sherri.torti@ohdstl.com</b>		
Name:	<b>Wilma Howard</b>		
Telephone Number:	<b>(404) 872 - 3667 ext. 3284</b>	Fax Number:	<b>(404) 892 - 2870</b>
E-mail Address:	<b>wilma.howard@ohdatl.com</b>		
Name:	<b>Debbie Smith</b>		
Telephone Number:	<b>(816) 221 - 0543 ext. 1429</b>	Fax Number:	<b>(816) 480 - 2682</b>
E-mail Address:	<b>debbie.smith@dhpacc.com</b>		

STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings 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: DH Pace Company, Inc.  
dba Overhead Door Company of Central MO

2. Business Address: 1313 Grand Ave. Columbia, MO 65201

3. Date Organized: May 1973

4. Date Incorporated: May 1973

5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: S. Corp Federal Tax ID # 43-1012574

6. Number of years engaged in contracting business under present firm name: 43

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

8. Percent (%) of work done by own staff: 100 %

9. Have you ever failed to complete any work awarded to your company? NO

If so, where and why? \_\_\_\_\_

10. Have you ever defaulted on a contract? NO

If so, where and why? \_\_\_\_\_

11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

See Attached

12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:

See Attached

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DH Pace Company, Inc.		
	2 Business name/disregarded entity name, if different from above Overhead Door Company of Central Missouri		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1901 E 119th St		Requester's name and address (optional)
6 City, state, and ZIP code Olathe, KS 66061			
7 List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td></tr> <tr><td style="text-align: center;">-</td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td></tr> <tr><td style="text-align: center;">-</td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td></tr> </table>					-				-				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25px; height: 25px;">4</td><td style="width: 25px; height: 25px;">3</td><td style="width: 25px; height: 25px;">-</td><td style="width: 25px; height: 25px;">1</td><td style="width: 25px; height: 25px;">0</td><td style="width: 25px; height: 25px;">1</td><td style="width: 25px; height: 25px;">2</td><td style="width: 25px; height: 25px;">5</td><td style="width: 25px; height: 25px;">7</td><td style="width: 25px; height: 25px;">4</td></tr> </table>	4	3	-	1	0	1	2	5	7	4
-																							
-																							
4	3	-	1	0	1	2	5	7	4														

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ Amanda Wesley	Date ▶ 01/16/17
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# The Genuine. The Original. Overhead Door Company of Central Missouri



DIVISION OF DH PACE COMPANY, INC.  
1313 GRAND AVENUE • P.O. BOX 7276 • COLUMBIA, MO 65201  
Columbia: 573-874-3667 • 800-383-9328 • Jefferson City: 573-659-3667  
[www.OverheadDoorCentralMO.com](http://www.OverheadDoorCentralMO.com)

February 2<sup>nd</sup> , 2017

City of Columbia  
Finance/Purchasing Division  
701 E. Broadway, 5<sup>th</sup> Floor  
Columbia, MO 65201

RE: Request for Proposal # 27/2017

To Whom It May Concern:

Enclosed please find our response to the RPF 12/2017, Overhead Doors Maintenance/Repair Term and Supply. We trust you will find our response to be thorough and straight forward, but if you have any questions, please do not hesitate to contact us.

The DH Pace Company, Inc. operates nationally and has serviced the state of Missouri since 1926 with operations in Saint Louis, Kansas City, Springfield and Joplin. To improve our service and response time in the Columbia market, we opened a local office in 2011.

The DH Pace Co., Inc. is the largest distributor of Overhead Door Corporation products in the country and is committed to being the "#1 Service Provider" in our markets of operation. This allows our organization to have the financial strength and capacity to respond to our customer's everyday needs as well as disaster capabilities that are unequaled in the industry.

In regards to the request for a brief description of the work we are to perform, we endeavor to meet or exceed the City of Columbia's expectations in our performance of sectional and rolling steel door repairs and preventative maintenance as stipulated in the RFQ.

We look forward to the opportunity to work with the City of Columbia. Questions regarding our proposal can be addressed to Tim Lower at 800-383-9328 or [tim.lower@dhpac.com](mailto:tim.lower@dhpac.com). Thanks again for the opportunity.

Sincerely,

Timothy R. Lower  
Vice President/General Manager

Overhead Door Co.

OPTIVIEW

City of Columbia Purchasing (City of Columbia)  
Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Michelle Sorensen Procurement Officer	Address	701 E. Broadway 5th Floor Columbia, MO 65201	Address	
Email	Michelle.Sorensen@CoMo.gov	Contact	Michelle Sorensen	Contact	
Phone	(573) 874.6317	Department		Department	
Fax	( )	Building		Building	
Bid Number	27/2017	Floor/Room		Floor/Room	
Title	Overhead Door Maintenance and Repair -eets Term & Supply	Telephone	573 (874) 6317	Telephone	
Bid Type	RFQ-F	Fax		Fax	
Issue Date	1/9/2017 12:51 PM (CT)	Email	michelle.sorensen@CoMo.gov	Email	
Close Date	2/7/2017 02:00:00 PM (CT)				

Supplier Information

Company	Overhead Door Company of Central Missouri (DH Pace Company, Inc.)
Address	707 N Grant Ave  Springfield, MO 65802
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 383-9328
Fax	(417) 862-5409
Email	
Submitted	2/3/2017 12:40:48 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Timothy R Lower

Email tim.lower@dhpaces.com

Supplier Notes

We have included copies of our PM Inspection forms for sectional, rolling steel, and fire doors so you can see the detail that will be provided on each door inspected. Any repair issues discovered will be notated by door opening and discussed with approved decision maker for approval or denial of repairs.

We are the largest fleet of commercial install and service vehicles in Columbia.

If you have any questions about our RFQ response, please do not hesitate to contact Tim Lower for clarification.

Looking forward to the opportunity of serving the City of Columbia on a larger scale than what we have in past few years.

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## Bid Notes

Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

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## Bid Activities

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## Bid Messages

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## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms & Conditions Acceptance	Bidder agrees to accept the terms and conditions listed in the sample contract included in the RFQ as Appendix. If you have exceptions, please list in the space provided.	No exceptions at this time
2	Term & Supply Contract	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Overhead Doors Maintenance and Repair Services, as needed and as requested, from date of award through April 1 2018. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	Agreement, see attached
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	Renewal Options Acknowledgement
4	Prevailing Wage Acknowledgement	<p>Prevailing wage is required on the repair portion of the contract.</p> <p>All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards Prevailing Wage which is attached as part of this bid document. Bidder acknowledges this requirement in the response field to the right.</p> <p>If bidder declares exemption from Prevailing Wage requirements, documentation must be provided with your bid response. This may be faxed separately, before the Closing Date, to Purchasing Division, 573-874-7375, Attention: Purchasing Agent.</p>	Prevailing Wage Acknowledgement



5	Certificate of Insurance	The City of Columbia's insurance requirements are listed above in the contract terms and conditions attachment (section Contract Stipulations). Bidder acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein.	Certificate of Insurance
6	Everify/Work Authorization	If submitting on the City of Columbia bidding system an Everify/Work Authorization shall be submitted. (exhibit C)	Attached
7	Statement of Bidders Qualifications	If submitting on the City of Columbia bidding system the statement of bidders form shall be submitted. (exhibit D)	Attached
8	W-9	If submitting on the City of Columbia bidding system a W-9 shall be submitted. (exhibit E)	Attached
9	Required Submissions	Required Submissions Everify/Work Authorization, Statement of Bidders Qualifications and a W-9 shall be submitted with bid response.	Attaced

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**Line Items**

#	Qty	UOM	Description	Response
1	1	Per Hour	Repair - Prevailing Wage --General Laborer - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
2	1	Per Hour	Repair - Prevailing Wage --Operator - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
3	1	Per Hour	Repair - Prevailing Wage --Carpenter - Straight Time	\$80.00
Item Notes:				
Supplier Notes:				
4	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
5	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
6	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
7	1	Per Hour	Repair - Prevailing Wage --General Laborer -Over Time	No Bid
Item Notes:				
Supplier Notes:				
8	1	Per Hour	Repair - Prevailing Wage --Operator -Over Time	No Bid
Item Notes:				
Supplier Notes:				

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9	1	Per Hour	Repair - Prevailing Wage --Carpenter --Over Time	\$120.00
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Item Notes:

Supplier Notes:

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10	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed-Over Time	No Bid
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Item Notes:

Supplier Notes:

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11	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed -Over Time	No Bid
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Item Notes:

Supplier Notes:

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12	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed -Over Time	No Bid
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Item Notes:

Supplier Notes:

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13	1	Per Hour	Repair - Prevailing Wage --General Laborer After hrs/Weekends - Straight Time	No Bid
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Item Notes:

Supplier Notes:

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14	1	Per Hour	Repair - Prevailing Wage --Operator After hrs/Weekends - Straight Time	No Bid
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Item Notes:

Supplier Notes:

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15	1	Per Hour	Repair - Prevailing Wage --Carpenter After hrs/Weekends - Straight Time	\$120.00
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Item Notes:

Supplier Notes:

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16	1	Per Hour	Repair - Prevailing Wage --Other Classification After hrs/Weekends - Straight Time	No Bid
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Item Notes:

Supplier Notes:

17	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed After hrs/Weekends - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
18	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed After hrs/Weekends - Straight Time	No Bid
Item Notes:				
Supplier Notes:				
19	1	Per Hour	Repair - Prevailing Wage --General Laborer After hrs/Weekends - After hrs/Weekends - Over Time	No Bid
Item Notes:				
Supplier Notes:				
20	1	Per Hour	Repair - Prevailing Wage --Operator After hrs/Weekends - After hrs/Weekends - Over Time	No Bid
Item Notes:				
Supplier Notes:				
21	1	Per Hour	Repair - Prevailing Wage --Carpenter After hrs/Weekends After hrs/Weekends - Over Time	\$120.00
Item Notes:				
Supplier Notes:				
22	1	Per Hour	Repair - Prevailing Wage --Other Classification After hrs/Weekends After hrs/Weekends - Over Time	No Bid
Item Notes:				
Supplier Notes:				
23	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed After hrs/Weekends After hrs/Weekends - Over Time	No Bid
Item Notes:				
Supplier Notes:				

24	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed After hrs/Weekends After hrs/Weekends - Over Time	No Bid
Item Notes:				
Supplier Notes:				
25	1	Per Hour	Repair - Prevailing Wage --General Laborer -Holiday Rate	No Bid
Item Notes:				
Supplier Notes:				
26	1	Per Hour	Repair - Prevailing Wage --Operator -Holiday Rate	No Bid
Item Notes:				
Supplier Notes:				
27	1	Per Hour	Repair - Prevailing Wage --Carpenter -Holiday Rate	\$120.00
Item Notes:				
Supplier Notes:				
28	1	Per Hour	Repair - Prevailing Wage --Other Classification -Holiday Rate	No Bid
Item Notes:				
Supplier Notes:				
29	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed -Holiday Rate	No Bid
Item Notes:				
Supplier Notes:				
30	1	Per Hour	Repair - Prevailing Wage --Other Classification - if needed -Holiday Rate	No Bid
Item Notes:				
Supplier Notes:				
31	1	Per Hour	Preventative Maintenance - Commercial Service call - one man -- Per Hour - Prevailing Wage Not Required	\$55.00
Item Notes:				
Supplier Notes:				

32	1	Per Hour	Prevenative Maintenance - Commercial Service call - two men - Prevailing Wage Not Required	\$75.00
Item Notes:				
Supplier Notes:				
33	1	Per Hour	Prevenative Maintenance - Commercial Service call - three men - Prevailing Wage Not Required	Unit Price
Item Notes:				
Supplier Notes: THREE MAN CREW FOR A PREVENTATIVE MAINTENANCE PROCEDURE WOULD NOT BE APPLICABLE / NOT NECESSARY.				
34	1	Percent	Section of sectional door - (Rolling) - Percentage Below Manufactures List Price	\$25.00
Item Notes:				
Supplier Notes:				
35	1	Percent	Complete rolling door Percentage Below Manufactures List Price	\$25.00
Item Notes:				
Supplier Notes:				
36	1	Per Hour	Equipment - Scissor lift	\$30.00
Item Notes:				
Supplier Notes:				
37	1		Work orders must be signed by the City department head or person authorized to request Acknowledge the work.	Unit Price
Item Notes:				
Supplier Notes: YES. AGREED.				
Response Total:				\$0.00

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Overhead Door Company of Columbia  
 A DSPACE Company  
 1313 Grand Avenue  
 Columbia, MO 65203  
 573-874-3667 • 800-383-9328

Overhead Door Company of Jefferson City  
 A DSPACE Company  
 P.O. Box 106091  
 Jefferson City, MO 65110  
 573-659-3667 • 800-383-9328

OverheadDoorCentralMO.com

**PREVENTIVE MAINTENANCE INSPECTION CHECKLIST • Sectional Doors and Operators**

CUSTOMER: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ SERVICE TICKET #: \_\_\_\_\_ DATE: \_\_\_\_\_

**OPENING NUMBER / LOCATION**

<b>ADJUST</b>														
• All springs ( <i>counterbalance assemblies</i> )														
• Level door														
• Track spacing														
• Operator clutch, limit assemblies and brake														
<b>LUBRICATE</b>														
• All counterbalance shaft bearings														
• All rollers and hinges														
• All chain hoist bearings and disconnect														
• All operator bearings, chains and pivot points														
• All operator gear reducers														
<b>TIGHTEN</b>														
• All hardware ( <i>hinges included</i> )														
• Couplings														
• Drums														
• Track brackets and mounting devices														
• Operator sprockets, belts and mounting brackets														
• Drawbar arms and hook ups														
<b>INSPECT</b>														
• Safety equipment, brake solenoids, hoses, controls														
• All rollers, bearings, cables, chains, shafts														
• Track and hardware ( <i>hinges, weatherstrip, locks, etc.</i> )														
• Operator belts, bearings, chains and disconnects														

Opening # Location	Comments or Description of Needed Repairs	Customer Approval	Repair Completed

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TECHNICIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT CUSTOMER'S NAME \_\_\_\_\_ PRINT TECHNICIAN'S NAME \_\_\_\_\_

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 A DHSPACE Company  
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 Jefferson City, MO 65110  
 573-659-3667 • 800-383-9328

OverheadDoorCentralMO.com

**FIELD INSPECTION AND TEST FORM • Fire-Rated Rolling and Sliding Doors**

Customer: \_\_\_\_\_ Opening #: \_\_\_\_\_ Barcode #: \_\_\_\_\_  
 Site Address: \_\_\_\_\_ Location: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_ Door Type:  Rolling  Sliding  
 Contact: \_\_\_\_\_ Release Type: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Test Date: \_\_\_\_\_ Service Ticket #: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Serial/Factory #: \_\_\_\_\_

NFPA 80 Inspection Criteria	Code Compliant	Clarification Notes
1. No open holes or breaks exist in surfaces of either the door or frame.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Slats, end locks, bottom bar, guide assembly, curtain entry hood, and flame baffle are correctly installed and intact.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Curtain, barrel, and guides are aligned, level, plumb, and true.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Expansion clearance is maintained in accordance with manufacturer's listing.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Drop release arms and weights are not blocked or wedged.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Mounting and assembly bolts are intact and secured.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Attachment to jambs are with bolts, expansion anchors, or as otherwise required by the listing.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Smoke detectors, if equipped, are installed and operational.**	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. No parts are missing or broken.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Fusible links, if equipped, are in the location; chain/cable, s-hooks, eyes, and so forth, are in good condition (i.e. no kinked or pinched cable, no twisted or inflexible chain); and links are not painted or coated with dust or grease.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. No field modifications to the door assembly have been performed that void the label.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Labels are present and readily visible	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Heat detectors or fusible links are interconnected and are located both sides of wall at the proper locations	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Door closes at the proper speed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*\* Activation and operation of Smoke Detectors is the responsibility of the Owner, unless otherwise noted on this form.

Yes, Visual Inspection (both sides)     Yes, Functional Testing (validate operation)     Yes, Component Inspection (verify existence, condition, labels, or listing)  
 PASSED     FAILED     SAFETY CONCERNS (see below)

**SAFETY CONCERNS OR DESCRIPTION OF NEEDED REPAIRS**

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REPAIRS:  None Required     Needed (see notes above)    CUSTOMER INITIALS: \_\_\_\_\_ I authorize needed repairs \_\_\_\_\_ I decline needed repairs

CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT CUSTOMER NAME \_\_\_\_\_

TECHNICIAN SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



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OverheadDoorCentralMO.com

**PREVENTIVE MAINTENANCE INSPECTION CHECKLIST • Rolling Steel Doors & Operators**

CUSTOMER: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_ SERVICE TICKET #: \_\_\_\_\_ DATE: \_\_\_\_\_

**OPENING NUMBER / LOCATION**

<b>ADJUST</b>															
• Spring tension															
• Drive chain tension															
• Operator clutch, limits, brake															
<b>LUBRICATE</b>															
• Guides, endlocks, shaft bearings															
• All chain hoist bearings and disconnect															
• All operator bearings, chains and pivot points															
• All operator gear reducers															
<b>TIGHTEN</b>															
• Guide anchor bolts															
• Bellmouths ( <i>where applicable</i> )															
• Hood anchor bolts															
• Operator gears and sprockets															
<b>INSPECT</b>															
• Guides, hood and bottom bar															
• Slats and endlocks															
• Reversing edge / weatherstrip															
• Chain hoist															
• Operator belts, bearings, chains and disconnects															

Opening # Location	Comments or Description of Needed Repairs	Customer Approval	Repair Completed

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ TECHNICIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT CUSTOMER'S NAME \_\_\_\_\_ PRINT TECHNICIAN'S NAME \_\_\_\_\_



Rita Estes &lt;rita.estes@como.gov&gt;

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**RE: 27/2017 Notification of Award for Overhead Door Maintenance & Repair**

1 message

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Tim Lower <Tim.Lower@dhpac.com>

Thu, Mar 23, 2017 at 9:39 AM

To: Rita Estes &lt;rita.estes@como.gov&gt;

Cc: rsdisp OHDSPFD &lt;rsdisp@ohdspringfield.com&gt;, Melissa Riley &lt;Melissa.Riley@dhpac.com&gt;

Definitely. Any entity that is going to piggy back just needs to let us know they are doing so by referencing your Contract #. That way our admin will get the correct billing rates applied.

Thanks again for the opportunity!

**From:** Rita Estes [mailto:rita.estes@como.gov]

**Sent:** Thursday, March 23, 2017 8:38 AM

**To:** Tim Lower <Tim.Lower@dhpac.com>

**Subject:** Fwd: 27/2017 Notification of Award for Overhead Door Maintenance & Repair

Tim,

Are you willing to extend the terms of the contract to the Mid-Mo Public Purchasing Coop. It is just something we like to offer on our contract/renewals. You would only be agreeing to offer the same terms and pricing to another Government entity that is a part of our cooperative. Please advise and I can update your file for future reference.

Thanks, Rita

----- Forwarded message -----

From: **Rita Estes** <rita.estes@como.gov>

Date: Wed, Mar 22, 2017 at 11:43 AM

Subject: 27/2017 Notification of Award for Overhead Door Maintenance & Repair

**CITY OF COLUMBIA**  
**OVERHEAD DOORS MAINTENANCE AND REPAIR**  
**TERM & SUPPLY**

**RFQ # 27/2017**

**SECTION**

1. Definitions
  2. Scope of Work, Technical Specifications and Project Authorization
  3. Performance and Materials Bond
  4. Costs Not to Exceed
  5. Term and Renewal Terms
  6. Contractors Insurance
  7. Hold Harmless Agreement
  8. Permits
  9. Payments
  10. Extra Work/Changes
  11. Patents
  12. Discharge of Employees
  13. Assignment
  14. Subcontracting
  15. Accident Prevention
  16. Equal Opportunity
  17. Domestic Purchasing Policy
  18. Americans with Disabilities Act
  19. Material & Workmanship
  20. Specifications & Drawings
  21. Repairs and/or Replacement of Defective Portions
  22. Interference
  23. No Third-Party Beneficiary
  24. Termination for Default
  25. Termination for Convenience
  26. Construction Safety Program Requirements
  27. Employment of Unauthorized Aliens Prohibited
  28. Specifications
  29. No Waiver of Immunities
  30. Amendment
  31. Governing Law and Venue
  32. General Laws
  33. Notices
  34. Nature of City's Obligations
  35. Contract Documents
  36. Entire Contract
- Contract Signature Page

***Exhibits:***

- |   |  |
|---|--|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Contractor's Insurance Certificate                             |
| C | Contractor's Performance Bond                                  |
| D | Contractor's Labor and Materials Bond                          |
| E | Missouri Division of Labor Standards Annual Wage Order - #23   |
| F | Contractor's Affidavit for Final Payment                       |
| G | Final Receipt of Payment and Release                           |
| H | Affidavit of Compliance with Prevailing Wage Law               |
| I | Verify/Work Authorization Affidavit                            |
| J | Contractor's Proposal and Pricing Dated: 2/03/2017             |



**OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY**

**RFQ # 27/2017,**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and Overhead Door Company of Central Missouri a Corporation organized in the State of Kansas and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Overhead Doors Maintenance and Repair projects to be used as needed for designated projects (hereinafter "Project") in accordance with the Scope of Work outlined RFQ 27/2017 and attached as Exhibit A; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated February 3, 2017, which is included as Exhibit J; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project(s) in accordance with the terms of this Contract.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. DEFINITIONS:**

- a. "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.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" shall mean this document.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- e. "Effective Date" shall have the date of the last signatory to this Contract.
- f. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. The City's Notice to Proceed with a designated Project shall include the name and contact information for the Engineer for the designated Project.

- g. "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 manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard 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 from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the City's Purchasing Agent.
- h. "Project" shall mean projects designated by the City in writing.
- i. "Project Price" shall mean Contractor's estimate for the completion of a specified Project designated by the City in writing.
- j. "Work" of Contractor or subcontractor includes labor or material or both.

2. **SCOPE OF WORK, SPECIFICATIONS and PROJECT AUTHORIZATION:** On designated Projects, Contractor shall perform the work as described in the Scope of work for Overhead Doors Maintenance and Repair projects which is attached as Exhibit A, and in accordance with Contractor's proposal and pricing which are attached as Exhibit J on designated Projects authorized by City.

Contractor shall be responsible and shall perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in this Contract and in Exhibits A and J on Projects authorized by the City.

Authorization of Projects by the City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in writing and requesting from Contractor an estimate for the Work on the designated Project. Contractor shall within 5 (five) days provide a written estimate to City's Engineer. Should City elect to proceed with the designated Project, City shall issue a written Notice to Proceed on the designated Project.

3. **Performance and Materials Bond:** When Contractor delivers this Contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond, on the forms provided by City. Bonds shall be written by a company approved by the City, each for one hundred percent (100%) of the anticipated annual contract amount over twenty five thousand dollars and no cents (\$25,000.00), guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit C and Labor and Materials Bond is attached as Exhibit D.

4. **COSTS NOT TO EXCEED:** Under no circumstances shall the amount of payment from

the City to Contractor exceed the amount of fifty thousand dollars and no cents (\$50,000.00) per term of contract.

5. **TERM and RENEWAL TERMS:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.
6. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
  - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form"

basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate is attached as Exhibit B.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
7. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
8. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
9. **PAYMENTS:** For each designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the Project site and work performed at the Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City

will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work on the designated Project have been satisfied and that Contractor shall release the City of Columbia from all further claims on the designated Project, which certificate must bear the written endorsement of the Surety on the bond for the designated Project. Contractor shall complete and submit Contractor's Affidavit for Final Payment attached as Exhibit F to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for a designated Project. The acceptance by Contractor of the final payment for the designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract for that designated Project; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with the designated Project authorized by the City pursuant to this Contract.

c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation 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.

d. Contractor shall pay:

For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the designated Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

e. City may offset or deduct any amounts Contractor owes to City from the final payment on a designated Project. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;



3. Failure to make payments to subcontractors or suppliers;
  4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Project Price;
  5. Damage by Contractor or subcontractors or suppliers to property of City or others;
  6. Contractor's breach of this Contract; or
  7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Project Price. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.
10. **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 for a designated Project, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Project Price based upon such written terms as may be established between the Parties either:
- a. by an acceptable lump sum proposal of Contractor; or
  - b. on a cost-plus limited basis not to exceed a specified limit.
- In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.
11. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
12. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
13. **ASSIGNMENT:** No assignment by 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 City 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."

14. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used for each designated Project. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract on a designated Project at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit G. This completed form shall be submitted to City along with Contractor's application for final payment on a designated Project.
15. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - a. The safety provisions of applicable laws, and 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", 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.
  - b. 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 the work on this Project. 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 present unusual hazard.
16. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
17. **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.
18. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing

regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
20. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings 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 drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Contractor shall be responsible for a period of one (1) year from and after the date of final acceptance by City of the Work on a designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.  
  
If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.
22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
24. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or

subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

25. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- Stop work on this Contract on the date and to the extent specified in the letter; and
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated; and Complete on schedule such part of the work as will not be terminated by termination letter.

26. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

27. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized

alien in connection with the contracted services. Contractor's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit I; Contractor shall require all subcontractors to observe the requirements of this section.

28. **SPECIFICATIONS:** Contractor shall perform all work on the designated Project in accordance the requirements set forth in the Scope of Work, attached as Exhibit A.
29. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
30. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
31. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
32. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances.
33. **NOTICES:**
  - a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to City:	If to Contractor:
City of Columbia	Overhead Door Company of
Finance Department	Central Missouri
P.O. Box 6015	707 N Grant Street
Columbia, Mo 65205	Springfield, MO 65802
Attn: City Purchasing Agent	Attention: Tim Lower
  - b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work on a designated Project.
34. **NATURE OF CITY'S OBLIGATIONS:** All obligations of the City under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
35. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Attachment/Exhibit Description

- A RFP containing City's Scope of Work and Project Specifications
- B Contractor's Insurance Certificate
- C Contractor's Performance Bond
- D Contractor's Labor and Materials Bond
- E Missouri Division of Labor Standards Annual Wage Order - #23
- F Contractor's Affidavit for Final Payment
- G Final Receipt of Payment and Release
- H Affidavit of Compliance with Prevailing Wage Law
- I Everify/Work Authorization Affidavit
- J Contractor's Proposal and Pricing Dated: 2/03/2017

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

36. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on a designated Project described herein are superseded.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: Lawrence Luck  
Lawrence Luck, Purchasing Agent

Date: 3-20-17

APPROVED AS TO FORM:

[Signature]  
Nancy Thompson, City Counselor

67106710-504990

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account ~~671-6720-601-49-90~~ Various Projects and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Michele Nix  
Michele Nix, Director of Finance *1/4*

CONTRACTOR  
(Seal)

Contractor: George Donnelly

By: \_\_\_\_\_

Name: George Donnelly  
Vice President

Title: Commercial General Manager

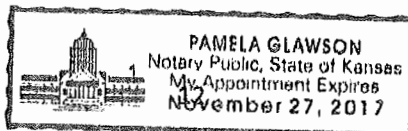
Date: 3-10-17

ATTEST:

[Signature]

Name: Pamela Glawson

Date: 3-10-17



# EXHIBIT A

RFP containing City's Scope of Work and Project  
Specifications

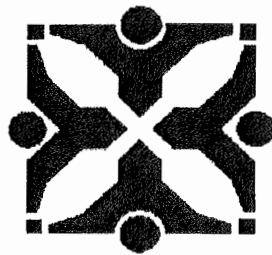


OPTIVIEW

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY**

**RFQ # 27/2017**



FINANCE/PURCHASING DIVISION  
MICHELE NIX  
FINANCE DIRECTOR  
701 E. BROADWAY, 5<sup>TH</sup> FLOOR  
COLUMBIA, MO 65201

PROJECT MANAGER:  
KENT BRANSON  
BUILDING & GROUNDS  
SUPERVISOR

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
573-874-6317

**REQUEST FOR QUOTATION # 27/2017**  
**CLOSING DATE: 2:00 pm, CST, FEBRUARY 7, 2017**

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- (A) Missouri Division of Labor Standards Annual Wage Order - #23
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications
- (D) W-9

## APPENDIX

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

**The Request for Quote and the Sample Contract provide information for the bidding, insurance and final award of contract.**

*Notice: The City of Columbia utilizes the electronic bid program Ionwave to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/applproc.php>*

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [Michelle.Sorensen@CoMo.gov](mailto:Michelle.Sorensen@CoMo.gov)*



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS  
OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY  
RFQ# 27/2017**

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: **2:00 pm, CST, February 7, 2017** for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding:** Bid bond is not required. Performance and Labor bond shall be required for each designated project that exceeds \$25,000.00, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to **Contractor** exceed the amount of Fifty Thousand and no cents (\$50,000.00) per term of contract.

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the 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.

**Maintenance** is included in the contract and prevailing wage will not apply

## BID RESPONSE

### OVERHEAD DOORS MAINTENANCE AND REPAIR TERM & SUPPLY

THE UNDERSIGNED BIDDER, having examined the specifications, general 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 quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

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

#### SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following line items.

**RFQ is for all doors within the City of Columbia - Sizes to include but not limited to the following:**

4 X 5 Security Door

8 X 8  
8 X 10

9 X 7  
9 X 9  
9 X 12

10 X 10  
10 X 14

12 X 10  
12 X 12  
12 X 16 Emergency Doors  
12 X 17

14 X 14

16 X 14

20 X 14

108 X 131  
176 x 141

Item	Regular Labor -- Repair -- Prevailing Wage	Overtime Repair -- Prevailing Wage	Regular After hrs/Weekends - Prevailing Wage	Overtime - After hrs/Weekends - Prevailing Wage	Holiday - Prevailing Wage
General Laborer - Per Hour					
Operator - Per Hour					
Carpenter - Per Hour					
Other Classification -- if needed - Per Hour					
Other Classification -- if needed - Per Hour					
Other Classification -- if needed - Per Hour					
Item	Regular Labor - No Prevailing Wage				
Preventative Maintenance - Commercial Service call - one man -- Per Hour					
Preventative Maintenance - Commercial Service call - two men-- Per Hour					
Preventative Maintenance - Commercial Service call - three men-- Per Hour					
Item	Unit	%			
Section of sectional door -- (Rolling)	Percentage below manufactures List Price				
Complete rolling door	Percentage below manufactures List Price				
Equipment	Unit				
Scissor lift	Per Hour				
Item	Acknowledge -- Yes /No				
Work orders must be signed by the City department head or person authorized to request the work.					

**SECTION II**

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #23 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Executive Order 12549 Regarding Debarment and Suspension** By submission of its response, the Bidder certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not with a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 **Certification of Non-Resident/Foreign Contractors:** If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 **Contract Documents:** Bidders shall review the sample contract attached as Appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

SECTION III

**3.1 Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

**3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

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

**3.4 PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

**3.7 W-9:** Exhibit D must be filled out and included in response submission



SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

The purpose of the attached specifications is to give detailed data on the conditions under which the project will be constructed, scope of contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, 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.

**4.2 SALES TAX EXEMPTION:** Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

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 City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, 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 City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required. Performance and Labor bond shall be required for each designated project that exceeds \$25,000.00, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. 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 Engineer 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 and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: *Bid No. 27/2017 OVERHEAD DOORS MAINTENANCE AND REPAIR – Term and Supply*

**4.4 INSURANCE REQUIREMENTS:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by contractor under the contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage

for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the contract. In the event contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

*Bid No. 27/2017 OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY*

SECTION V

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

**BIDDERS SIGNATURE:**

Firm\_\_\_\_\_

Individual\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

Email:\_\_\_\_\_

Date\_\_\_\_\_

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

CITY OF COLUMBIA, MISSOURI  
 WORK AUTHORIZATION AFFIDAVIT  
 PURSUANT TO 285.530 RSMo  
 (FOR ALL BIDS 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 City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
 Affiant

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

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings 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. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that 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? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part I instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	.THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN,<sup>1</sup> but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user, falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**CITY OF COLUMBIA**

**OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY**

**RFQ # 27/2017**

**SECTION**

1. Definitions
  2. Scope of Work, Technical Specifications and Project Authorization
  3. Performance and Materials Bond
  4. Costs Not to Exceed
  5. Term and Renewal Terms
  6. Contractors Insurance
  7. Hold Harmless Agreement
  8. Permits
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  10. Extra Work/Changes
  11. Patents
  12. Discharge of Employees
  13. Assignment
  14. Subcontracting
  15. Accident Prevention
  16. Equal Opportunity
  17. Domestic Purchasing Policy
  18. Americans with Disabilities Act
  19. Material & Workmanship
  20. Specifications & Drawings
  21. Repairs and/or Replacement of Defective Portions
  22. Interference
  23. No Third-Party Beneficiary
  24. Termination for Default
  25. Termination for Convenience
  26. Construction Safety Program Requirements
  27. Employment of Unauthorized Aliens Prohibited
  28. Specifications
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  30. Amendment
  31. Governing Law and Venue
  32. General Laws
  33. Notices
  34. Nature of City's Obligations
  35. Contract Documents
  36. Entire Contract
- Contract Signature Page

***Exhibits:***

- |   |  |
|---|--|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Contractor's Insurance Certificate                             |
| C | Contractor's Performance Bond                                  |
| D | Contractor's Labor and Materials Bond                          |
| E | Missouri Division of Labor Standards Annual Wage Order - #23   |
| F | Contractor's Affidavit for Final Payment                       |
| G | Final Receipt of Payment and Release                           |
| H | Affidavit of Compliance with Prevailing Wage Law               |
| I | Verify/Work Authorization Affidavit                            |
| J | Contractor's Proposal and Pricing Dated: _____                 |



**OVERHEAD DOORS MAINTENANCE AND REPAIR  
TERM & SUPPLY**

**RFQ # 27/2017**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and \_\_\_\_\_ a \_\_\_\_\_ organized in the State of \_\_\_\_\_ and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Overhead Doors Maintenance and Repair projects to be used as needed for designated projects (hereinafter "Project") in accordance with the Scope of Work outlined RFQ 27/2017 and attached as Exhibit A; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated \_\_\_\_\_, which is included as Exhibit J; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project(s) in accordance with the terms of this Contract.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. DEFINITIONS:**

- a. "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.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" shall mean this document.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- e. "Effective Date" shall have the date of the last signatory to this Contract.
- f. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. The City's Notice to Proceed with a designated Project shall include the name and

contact information for the Engineer for the designated Project.

- g. "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 manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard 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 from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the City's Purchasing Agent.
- h. "Project" shall mean projects designated by the City in writing.
- i. "Project Price" shall mean Contractor's estimate for the completion of a specified Project designated by the City in writing.
- j. "Work" of Contractor or subcontractor includes labor or material or both.

2. **SCOPE OF WORK, SPECIFICATIONS and PROJECT AUTHORIZATION:** On designated Projects, Contractor shall perform the work as described in the Scope of work for Overhead Doors Maintenance and Repair projects which is attached as Exhibit A, and in accordance with Contractor's proposal and pricing which are attached as Exhibit J on designated Projects authorized by City.

Contractor shall be responsible and shall perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in this Contract and in Exhibits A and J on Projects authorized by the City.

Authorization of Projects by the City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in writing and requesting from Contractor an estimate for the Work on the designated Project. Contractor shall within 5 (five) days provide a written estimate to City's Engineer. Should City elect to proceed with the designated Project, City shall issue a written Notice to Proceed on the designated Project.

3. **Performance and Materials Bond:** When Contractor delivers this Contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond, on the forms provided by City. Bonds shall be written by a company approved by the City, each for one hundred percent (100%) of the anticipated annual contract amount over twenty five thousand dollars and no cents (\$25,000.00), guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit C and Labor and Materials Bond is attached as Exhibit D.

4. **COSTS NOT TO EXCEED:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of fifty thousand dollars and no cents (\$50,000.00) per term of contract.
5. **TERM and RENEWAL TERMS:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.
6. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
  - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance

state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate is attached as Exhibit B.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
7. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
8. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
9. **PAYMENTS:** For each designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the Project site and work performed at the Project site during the preceding calendar month by Contractor less any offsets or



deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work on the designated Project have been satisfied and that Contractor shall release the City of Columbia from all further claims on the designated Project, which certificate must bear the written endorsement of the Surety on the bond for the designated Project. Contractor shall complete and submit Contractor's Affidavit for Final Payment attached as Exhibit F to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for a designated Project. The acceptance by Contractor of the final payment for the designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract for that designated Project; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with the designated Project authorized by the City pursuant to this Contract.

c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation 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.

d. Contractor shall pay:

For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the designated Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

e. City may offset or deduct any amounts Contractor owes to City from the final payment on a designated Project. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;

2. Defective Work;
  3. Failure to make payments to subcontractors or suppliers;
  4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Project Price;
  5. Damage by Contractor or subcontractors or suppliers to property of City or others;
  6. Contractor's breach of this Contract; or
  7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Project Price. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.
10. **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 for a designated Project, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Project Price based upon such written terms as may be established between the Parties either:
- a. by an acceptable lump sum proposal of Contractor; or
  - b. on a cost-plus limited basis not to exceed a specified limit.
- In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.
11. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
12. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
13. **ASSIGNMENT:** No assignment by 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 City 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."

14. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used for each designated Project. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract on a designated Project at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit G. This completed form shall be submitted to City along with Contractor's application for final payment on a designated Project.
15. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
  - a. The safety provisions of applicable laws, and 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", 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.
  - b. 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 the work on this Project. 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 present unusual hazard.
16. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
17. **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.
18. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the

services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
20. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings 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 drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Contractor shall be responsible for a period of one (1) year from and after the date of final acceptance by City of the Work on a designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
24. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring

similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

25. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- Stop work on this Contract on the date and to the extent specified in the letter; and
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated; and Complete on schedule such part of the work as will not be terminated by termination letter.

26. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

27. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees

working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit I; Contractor shall require all subcontractors to observe the requirements of this section.

- 28. **SPECIFICATIONS:** Contractor shall perform all work on the designated Project in accordance the requirements set forth in the Scope of Work, attached as Exhibit A.
- 29. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 30. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 31. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 32. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances.
- 33. **NOTICES:**
  - a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to City:	If to Contractor:
City of Columbia	_____
Finance Department	_____
P.O. Box 6015	_____
Columbia, Mo 65205	Attention: _____
Attn: City Purchasing Agent	
  - b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set

forth herein, or delivered in person to said Party or their authorized representative.

- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work on a designated Project.
34. **NATURE OF CITY'S OBLIGATIONS:** All obligations of the City under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
35. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Attachment/Exhibit Description

- A RFP containing City's Scope of Work and Project Specifications
- B Contractor's Insurance Certificate
- C Contractor's Performance Bond
- D Contractor's Labor and Materials Bond
- E Missouri Division of Labor Standards Annual Wage Order - #23
- F Contractor's Affidavit for Final Payment
- G Final Receipt of Payment and Release
- H Affidavit of Compliance with Prevailing Wage Law
- I Everify/Work Authorization Affidavit
- J Contractor's Proposal and Pricing Dated: \_\_\_\_\_

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

36. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on a designated Project described herein are superseded.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By:

\_\_\_\_\_  
Lawrence Luck, Purchasing Agent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account \_\_\_\_\_ Various Projects and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

\_\_\_\_\_  
Michele Nix, Director of Finance

CONTRACTOR  
(Seal)

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_

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

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



# EXHIBIT B

Contractor's Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2017

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Kansas City MO Office 4801 Main Street, Suite 350 Kansas City, MO 64112 USA	<b>CONTACT NAME</b>													
	<b>PHONE</b> (A/C, No, Ext): 866-283-7122	<b>FAX</b> (A/C, No): 800-363-0105												
<b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Overhead Door Company of Springfield, A Division of D.H. Pace Company, Inc. 707 North Grant Avenue Springfield, MO 65802		<table border="1"> <tr> <td><b>INSURER(S) AFFORDING COVERAGE</b></td> <td><b>NAIC#</b></td> </tr> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>	INSURER A: Zurich American Ins Co	16535	INSURER B: XL Specialty Insurance Company	37885	INSURER C:		INSURER D:		INSURER E:	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>													
INSURER A: Zurich American Ins Co	16535													
INSURER B: XL Specialty Insurance Company	37885													
INSURER C:														
INSURER D:														
INSURER E:														

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contradual, XCU incl. <input checked="" type="checkbox"/> No ded/SIR applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	GL 03374359-16	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED. EXP (Any one person) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 3374360-16	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	US00069741L117A	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 3374358-16	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 State Deductibles IL = \$1,000 AL, FL, GA, MD, MI, NE, SC, TN = \$2,500 OK = \$3,000 CO, NC = \$5,000 CA, IA, KS, MO, NM, NV, TX = \$10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Additional insured status applies to General (CG2033 04 13), Auto & Excess Liability coverage with as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract. Insurance, Except Workers' Compensation and Employer's Liability, is Primary & Non-Contributory; Severability of Interests applies and subject to the insurance contract, and subject to applicable state laws. Blanket Waiver of Subrogation is included if required by contract, subject to the insurance contract. Umbrella policy provides limits in excess of the General Liability, Auto Liability, and Employer's Liability policies, subject to the insurance contract. Nothing herein is intended to, or should be interpreted to, insert terms from outside contracts into the certificate of insurance document.

<b>CERTIFICATE HOLDER</b> City of Columbia PO Box 6015 Columbia, MO 65205	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED
POLICY NUMBER GL 03374359-16 BAP 3374360-16 US00069741L117A WC 3374358-16		Overhead Door Company of Springfield, A Division of D.H. Pace Company, Inc. 707 North Grant Avenue Springfield, MO 65802
CARRIER Zurich American Ins Co XL Specialty Insurance Company	NAIC CODE 16535 37885	EFFECTIVE DATE: 01/01/2017
<b>ADDITIONAL REMARKS</b>		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: <u>ACORD 25 (2016/03)</u> FORM TITLE: <u>CERTIFICATE OF LIABILITY INSURANCE</u>		
City of Columbia, its elected officials and employees are listed as an additional insured per written request.		
ACORD 101 (2008/01)		© 2008 ACORD CORPORATION. All rights reserved.

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# EXHIBIT C

Contractor's Performance Bond

**PERFORMANCE BOND**

KNOW ALL MEN 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 City of Columbia, Missouri, as Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$) 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 Contract with Owner for: \_\_\_\_\_ project accordance with specifications prepared by the City of Columbia, 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, 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:

- a. Complete the Contract in accordance with its terms and conditions, or
- b. 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 or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds 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 its 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\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
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).

# EXHIBIT D

**Contractor's Labor and Materials Bond**

## LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN 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 City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ (\$) 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 \_\_\_\_\_, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor shall promptly make payment 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:

1. 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, or rental of equipment directly applicable to the Contract.
2. 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.
3. No suit or action shall be commenced hereunder by any claimant:
  - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such



services need not be made by a public officer.

- ii. 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.
  - iii. 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.
4. 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 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: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
(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).

# EXHIBIT E

Missouri Division of Labor Standards Annual Wage Order  
- #23

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction) Lineman	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93

All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.04 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 122:** Means the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

**NO. 76:** The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

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

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

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

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

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

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

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

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

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

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

# EXHIBIT F

Contractor's Affidavit for Final Payment

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
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hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS,  
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

\_\_\_\_\_  
Contractor

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_,  
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

# EXHIBIT G

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# EXHIBIT H

Affidavit of Compliance with Prevailing Wage Law

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_,

(Name)

\_\_\_\_\_, of the \_\_\_\_\_,

(Position)

(Company Name)

a (Corporation), (Partnership), (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 Annual Wage Order No. \_\_\_\_\_ issued by the Missouri Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in carrying out the Contract and work in connection with:

\_\_\_\_\_ (Name of Project)

located at \_\_\_\_\_ in

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

# EXHIBIT I

Everify/Work Authorization Affidavit



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

June

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Houston-Galveston Area Council (HGAC) Cooperative Contract EC07-16 to purchase an Environline – Personal Environmental Control Unit for the Emergency Communication Center project from Evans Consoles Inc. of Vienna, VA.

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

Done this 20th day of June, 2017

ATTEST:

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

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

278-2017

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: June 9, 2017  
RE: Cooperative Contract: *EC07-16 – 9-1-1 Emergency Notification Software and Services (Environline)*

Chad Martin with Boone County Joint Communications requests permission to utilize the Houston-Galveston Area Council (HGAC) cooperative contract *EC07-16* to purchase an Environline – Personal Environmental Control Unit for the Emergency Communication Center project. Contract is with Evans Consoles Incorporated of Vienna, Virginia.

Cost is \$54,236.10 and invoice will be paid from department 4101 – ECC Radio & Technology, account 71231 – ECC Construction Project. The overall budget for technology for the ECC project is \$7,480,000 with a remaining budget of \$1,748,365.

cc: Contract File  
Chad Martin, Joint Communications

**PURCHASE AGREEMENT FOR  
9-1-1 Emergency Notification Software and Services  
(Environline for Boone County Joint Communications)**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of June 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Evans Consoles Incorporated**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **9-1-1 Emergency Notification Software and Services**, Boone County Standard Terms and Conditions, Work Authorization Certification and Evans Price Quote dated May 8, 2017, in compliance with all bid specifications and any addendum issued for the Houston-Galveston Area Council (HGAC) contract **EC07-16**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the HGAC Contract EC07-16 shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with 9-1-1 Emergency Notification Software and Services as needed and as ordered by County during the term and supply contract period. The initial purchase will be for an Environline – Personal Environmental Control Unit for \$54,236.10 as detailed in the attached quote.
3. **Contract Duration** - This agreement shall commence **upon the contract date written above and extend through June 30, 2018**. Contract may be extended subject to HGAC's renewal.
4. **Billing and Payment** - All billing shall be invoiced as required on the Purchase Order to the respective office and billings may only include the prices listed in the Vendor's quote response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its quote response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or

condition of this agreement, or

- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. Termination for Convenience: Either Vendor or County may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other per Article 16 of the attached HGAC agreement.

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

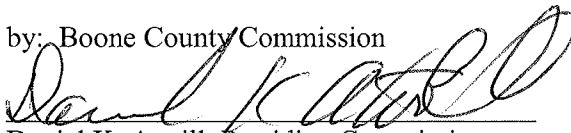
**EVANS CONSOLES INCORPORATED**

**BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

by: Boone County Commission

title COO

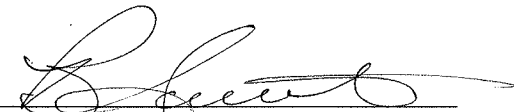
  
Daniel K. Atwill, Presiding Commissioner


address 1577 SPRING HILL RD. SUITE 450

VIENNA, VA. 22182

APPROVED AS TO FORM:

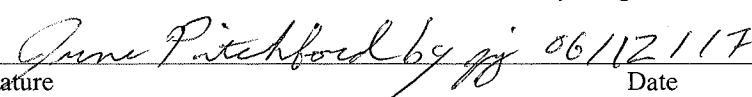
ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

	4101-71231-\$54,236.10
Signature	Appropriation Account
Date	

## STANDARD TERMS AND CONDITIONS

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

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 45 days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



PRICE QUOTATION

Boone County Commission

Project Name: Columbia Boone Co. - Console Accessories

Project Location: Columbia, Missouri, United States

Project Number: U14-0226 Phase 5 Revision 0

Issue Date: May 8, 2017

Sales Lead: Matt Mitchell

Project Manager: Jovo Savic

Products	Code	Unit Price	Qty	Extended Price
Envirovinc - Personal Environmental Control Unit	DSP-C	1,760.35	26	45,769.10
Sub-Total				45,769.10
<b>Logistics</b>				
Packaging				Included
Freight				1,313.00
Install				7,154.00
Sub-Total				8,467.00
<b>Project Total (USD, All Sales Taxes Excluded)</b>				<b>54,236.10</b>

Note: Products on H-GAC Contract are marked as 'H'. Items without an 'H' are open market items. H-GAC Contract No. EC07-16

Freight INCO Terms: FOB Destination to Columbia, Missouri, United States

Payment Terms:

30% due upon Receipt of Invoice, NET 30

60% due upon Shipment of Work, NET 30

10% due upon Installation of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product (only). See Evans Terms & Conditions document for more details.

Evans accepts all major credit cards subject to service fees.

P.O. #: \_\_\_\_\_  Accept Evans Terms and Conditions

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
EVANS CONSOLES INCORPORATED  
Vienna, Virginia

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Evans Consoles Incorporated** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1577 Spring Hill Road, Suite 450, Vienna, Virginia 22182.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a 9-1-1 Equipment & Emergency Notification Software and Services Contract to become effective as of July 1, 2016, and to continue through June 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of 9-1-1 Equipment & Emergency Notification Software and Services offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell 9-1-1 Equipment & Emergency Notification Software and Services through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No:EC07-16, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: EC07-16, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.



**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:****LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15:****TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:****GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19:****PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

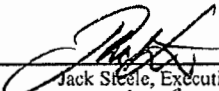
**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD //IF APPLICABLE/**

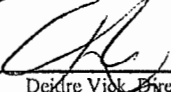
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

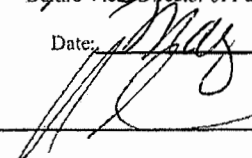
  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Viok, Director of Public Services

Date: May 31, 2016

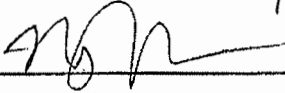
Signed for Evans Consoles Incorporated  
Vienna, Virginia:

  
\_\_\_\_\_

Printed Name & Title: Richard Game - Chief Operating Officer

Date: May 24 2016

Attest for Evans Consoles Incorporated  
Vienna, Virginia:

  
\_\_\_\_\_

Printed Name & Title: Ward Hayworth - Executive VP. Sales

Date: May 24 2016

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
<b>DISPATCH</b>		
DSP-FD-B	Base Full Depth Console	\$ 437.75
DSP-RD-B	Base Reduced Depth Console	\$ 394.40
DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	\$ 337.45
DSP-FD-EP-CO	Full Depth Contemporary style end panel	\$ 392.70
DSP-FD-EP-TR	Full Depth Traditional style end panel	\$ 392.70
DSP-FD-PSU-BF	Integrated 2-Drawer Personal Storage Unit (Box/File)	\$ 690.20
<b>RESPONSE</b>		
RSP-FD-B	Base Full Depth Console	\$ 674.05
RSP-RD-B	Base Reduced Depth Console	\$ 612.85
RSP-CM	Corner module (0° to 45°)	\$ 674.05
RSP-FD-EP-EA	Full Depth end panel with Exotic accent	\$ 801.55
RSP-FD-EP-NA	Full Depth end panel without accent	\$ 459.00
RSP-FD-EP-SA	Full Depth end panel with accent	\$ 526.15
RSP-RD-EP-EA	Reduced Depth end panel with Exotic accent	\$ 706.35
RSP-RD-EP-NA	Reduced Depth end panel without accent	\$ 347.65
RSP-RD-EP-SA	Reduced Depth end panel with accent	\$ 430.95
RSP-AMP	Adjustable Monitor Platform	\$ 620.50
<b>STRATEGY</b>		
SD-FD-B	Base Full Depth Console	\$ 674.05
SD-FD-BB-B	Base Full Depth Back-to-Back Console	\$ 1,348.10
SD-RD-B	Base Reduced Depth Console	\$ 612.85
SD-RD-BB-B	Base Reduced Depth Back-to-Back Console	\$ 1,225.70
SD-FD-LC	Full Depth Long Corner module (22 1/2° to 45°)	\$ 674.05
SD-FD-RC	Full Depth Reverse Corner module (22 1/2° to 45°)	\$ 674.05
SD-FD-SC	Full Depth Short Corner module (22 1/2° to 45°)	\$ 674.05
SD-FD-SC-90	90° Full Depth Short Corner module	\$ 1,991.55
SD-FD-MK	Full Depth Mitre kit (1° to 20°)	\$ 337.45
SD-FD-RMK	Full Depth Reverse Mitre kit (1° to 20°)	\$ 337.45
SD-RD-LC	Reduced Depth Long Corner module (22 1/2° to 45°)	\$ 612.85
SD-RD-RC	Reduced Depth Reverse Corner module (22 1/2° to 45°)	\$ 612.85
SD-RD-SC	Reduced Depth Short Corner module (22 1/2° to 45°)	\$ 612.85
SD-RD-SC-90	90° Reduced Depth Short Corner module	\$ 1,773.10
SD-RD-MK	Reduced Depth Mitre kit (1° to 20°)	\$ 306.85
SD-RD-RMK	Reduced Depth Reverse Mitre kit (1° to 20°)	\$ 306.85
SD-FD-BB-EP-EA	Full Depth Back-to-Back end panel with Exotic accent	\$ 1,348.95
SD-FD-BB-EP-NA	Full Depth Back-to-Back end panel without accent	\$ 705.50
SD-FD-BB-EP-SA	Full Depth Back-to-Back end panel with accent	\$ 797.30
SD-FD-EP-EA	Full Depth end panel with Exotic accent	\$ 801.55
SD-FD-EP-NA	Full Depth end panel without accent	\$ 459.00
SD-FD-EP-SA	Full Depth end panel with accent	\$ 526.15

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
SD-RD-BB-EP-EA	Reduced Depth Back-to-Back end panel with Exotic accent	\$ 1,212.10
SD-RD-BB-EP-NA	Reduced Depth Back-to-Back end panel without accent	\$ 566.95
SD-RD-BB-EP-SA	Reduced Depth Back-to-Back end panel with accent	\$ 659.60
SD-RD-EP-EA	Reduced Depth end panel with Exotic accent	\$ 706.35
SD-RD-EP-NA	Reduced Depth end panel without accent	\$ 347.65
SD-RD-EP-SA	Reduced Depth end panel with accent	\$ 430.95
SD-RD-HD-EP-NA	Reduced Depth Hood end panel without accent	\$ 401.20
SD-RD-HD-EP-SA	Reduced Depth Hood end panel with accent	\$ 483.65
SD-SW-LTL	Slatwall Mounted Linear Task Light	\$ 163.20
SD-SW-LTL-BHA	Slatwall Mounted Linear Task Light with Backhood Assembly	\$ 396.10
SD-BP-C	Credit for back panel not used	\$ (63.75)
SD-TS	16" (450mm) deep Transaction shelf; Laminate surface with PVC edging; Metal mounting brackets	\$ 296.65
SD-U-LOP-SM	Upgrade lift-off panel (access into cable tray) to perforated sheet metal; Powder Coat finish	\$ -
<b>STRATEGY AIR</b>		
STA-FD-B	Base Full Depth Console	\$ 573.75
STA-RD-B	Base Reduced Depth Console	\$ 518.50
STA-FD-MK	Full Depth Mitre kit (1° to 30°)	\$ 266.90
STA-FD-MK-45	45° Full Depth Mitre kit	\$ 337.45
STA-FD-MK-90	90° Full Depth Mitre kit	\$ 407.15
STA-FD-RMK	Full Depth Reverse Mitre kit (1° to 30°)	\$ 266.90
STA-FD-RMK-45	45° Full Depth Reverse Mitre kit	\$ 337.45
STA-FD-RMK-90	90° Full Depth Reverse Mitre kit	\$ 407.15
STA-RD-MK	Reduced Depth Mitre kit (1° to 30°)	\$ 240.55
STA-RD-MK-45	45° Reduced Depth Mitre kit	\$ 311.10
STA-RD-MK-90	90° Reduced Depth Mitre kit	\$ 380.80
STA-RD-RMK	Reduced Depth Reverse Mitre kit (1° to 30°)	\$ 240.55
STA-RD-RMK-45	45° Reduced Depth Reverse Mitre kit	\$ 311.10
STA-RD-RMK-90	90° Reduced Depth Reverse Mitre kit	\$ 380.80
STA-CB-SE	Corner Bridge module with Single Equipment Cavity (1° to 22.5°)	\$ 645.15
STA-CB-DE	Corner Bridge module with Double Equipment Cavity (1° to 30°)	\$ 917.15
STA-CB-DE-45	45° Corner Bridge module with Double Equipment Cavity	\$ 999.60
STA-WS-U-MW	Upgrade Worksurface with Rear Monitor Well	\$ 22.10
STA-RMP	Rear Modesty Panel	\$ 22.10
STA-RMP-E	Rear Modesty Panel with Enhanced Cable Management	\$ 102.00
STA-SS-CMC	Sit-Stand Cable Management Cavity	\$ 102.00
STA-SS-CC	Sit-Stand Computer Cavity	\$ 381.65
<b>COMMON PARTS</b>		
CO-WS	HPL Worksurface with PVC Front Edge	\$ 131.75
CO-WS-CL	Compact Laminate Worksurface with Mitred Front Edge	\$ 153.00

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-WS-SS	Solid Surface Worksurface with PVC Front Edge	\$ 175.10
CO-WS-PG-I	1/8" (3mm) thick Non-Glare Worksurface Plexiglas Inlay	\$ 334.05
CO-WS-SMM	Upgrade to sheet metal mount recessed in nosing (for headset jacks or lift controls)	\$ 258.40
CO-WS-SFE	Scalloped Curve on Worksurface Front Edge (per scallop)	\$ 126.65
CO-WS-UFE	Upgrade Worksurface Front Edge to Soft Urethane	\$ 53.55
CO-WS-SSFE	Upgrade Worksurface Front Edge to Solid Surface Bull Nose	\$ 53.55
CO-WLS-LC-HD-2	Two heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	\$ 1,575.90
CO-WLS-LC-HD-3	Three heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	\$ 2,232.95
CO-WLS-LC-HD-4	Four heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	\$ 2,889.15
CO-WLS-LC-LD-2	Two light duty Lift Columns with control equipment; Input Platform option; Includes integrated pressure safety switch	\$ 735.25
CO-WLS-LC-LD-MP-2	Two light duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage and integrated pressure safety switch	\$ 1,235.90
CO-WLS-CSTS	Contact safety tape switch option for main platform	\$ 79.90
CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	\$ 255.00
CO-WLS-SC	Static worksurface support column; Includes worksurface support cage (per column)	\$ 453.05
CO-SR-S	Standard Slatrail system	\$ 118.15
CO-SR-PG-I	Plexiglas Privacy Panel for Slatrail; Illuminating grade	\$ 81.60
CO-SW-S-06	6" (152mm) high Slatwall system	\$ 170.85
CO-SW-S-12	12" (305mm) high Slatwall system	\$ 244.80
CO-SW-S-18	18" (457mm) high Slatwall system	\$ 319.60
CO-SW-PG-I	Plexiglas Privacy Panel for Slatwall; Illuminating grade	\$ 81.60
CO-PS-FP	Partition System with fabric panels	\$ 84.15
CO-PS-LP	Partition System with console panel finish	\$ 84.15
CO-PS-AP	1" (25mm) acoustical panel; NRC 0.75	\$ 34.85
CO-AM-RCB-15-45-CA	Reverse Corner Bridge module with Closed Adjustable Shelves (15° to 45°)	\$ 831.30
CO-AM-RCB-15-45-OA	Reverse Corner Bridge module with Open Adjustable Shelves (15° to 45°)	\$ 803.25
CO-AM-RCB-15-45-SL	Reverse Corner Bridge module with Metal Support Leg (15° to 45°)	\$ 672.35
CO-AM-RCB-46-75-CA	Reverse Corner Bridge module with Closed Adjustable Shelves (46° to 75°)	\$ 1,176.40
CO-AM-RCB-46-75-OA	Reverse Corner Bridge module with Open Adjustable Shelves (46° to 75°)	\$ 1,132.20
CO-AM-RCB-46-75-SL	Reverse Corner Bridge module with Metal Support Leg (46° to 75°)	\$ 869.55
CO-AM-RCB-76-105-CA	Reverse Corner Bridge module with Closed Adjustable Shelves (76° to 105°)	\$ 1,522.35

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-AM-RCB-76-105-OA	Reverse Corner Bridge module with Open Adjustable Shelves (76° to 105°)	\$ 1,461.15
CO-AM-RCB-76-105-SL	Reverse Corner Bridge module with Metal Support Leg (76° to 105°)	\$ 1,067.60
CO-AM-RCB-106-120-CA	Reverse Corner Bridge module with Closed Adjustable Shelves (106° to 120°)	\$ 1,752.70
CO-AM-RCB-106-120-OA	Reverse Corner Bridge module with Open Adjustable Shelves (106° to 120°)	\$ 1,680.45
CO-AM-RCB-106-120-SL	Reverse Corner Bridge module with Metal Support Leg (106° to 120°)	\$ 1,199.35
CO-AM-CR-CA-24	24" (610mm) Fixed Undercounter Cabinet with One Door and One Adjustable Shelf	\$ 1,094.80
CO-AM-CR-CA-48	48" (1219mm) Fixed Undercounter Cabinet with Two Doors and One Adjustable Shelf	\$ 2,016.20
CO-AM-CR-FF-36	36" (914mm) Fixed Undercounter Two Drawer Lateral File Unit; Lockable	\$ 1,606.50
CO-AM-PD-BBF	Fixed Undercounter Storage Pedestal; Box/Box/File; Keyed lock	\$ 952.00
CO-AM-PD-BDB	Fixed Undercounter Storage Pedestal; Binder/Box Keyed lock	\$ 878.05
CO-AM-PD-BF	Fixed Undercounter Storage Pedestal; Box/File; Keyed lock	\$ 878.05
CO-AM-WE-E-FD-R-CA	Full Depth Round Worksurface Extension End with Closed Adjustable Shelves; Includes end panel	\$ 1,588.65
CO-AM-WE-E-FD-R-OA	Full Depth Round Worksurface Extension End with Open Adjustable Shelves; Includes end panel	\$ 1,492.60
CO-AM-WE-E-FD-R-SL	Full Depth Round Worksurface Extension End with Metal Support Legs; Includes end panel	\$ 914.60
CO-AM-WE-E-FD-R-TD	Full Depth Round Worksurface Extension End with Tambour Doors; Includes end panel	\$ 1,588.65
CO-AM-WE-E-FD-S-CA	Full Depth Square Worksurface Extension End with Closed Adjustable Shelves; Includes end panel	\$ 1,588.65
CO-AM-WE-E-FD-S-OA	Full Depth Square Worksurface Extension End with Open Adjustable Shelves; Includes end panel	\$ 1,492.60
CO-AM-WE-E-FD-S-SL	Full Depth Square Worksurface Extension End with Metal Support Legs; Includes end panel	\$ 914.60
CO-AM-WE-E-RD-R-CA	Reduced Depth Round Worksurface Extension End with Closed Adjustable Shelves; Includes end panel	\$ 1,445.00
CO-AM-WE-E-RD-R-OA	Reduced Depth Round Worksurface Extension End with Open Adjustable Shelves; Includes end panel	\$ 1,357.45
CO-AM-WE-E-RD-R-SL	Reduced Depth Round Worksurface Extension End with Metal Support Legs; Includes end panel	\$ 832.15
CO-AM-WE-E-RD-R-TD	Reduced Depth Round Worksurface Extension End with Tambour Doors; Includes end panel	\$ 1,445.00
CO-AM-WE-E-RD-S-CA	Reduced Depth Square Worksurface Extension End with Closed Adjustable Shelves; Includes end panel	\$ 1,445.00
CO-AM-WE-E-RD-S-OA	Reduced Depth Square Worksurface Extension End with Open Adjustable Shelves; Includes end panel	\$ 1,357.45
CO-AM-WE-E-RD-S-SL	Reduced Depth Square Worksurface Extension End with Metal Support Legs; Includes end panel	\$ 832.15

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-AM-WE-P-R-CA-24	24" (610mm) Worksurface Extension Peninsula with Closed Adjustable Shelves and additional Round End Extension	\$ 2,101.20
CO-AM-WE-P-R-CA-48	48" (1219mm) Worksurface Extension Peninsula with Closed Adjustable Shelves and additional Round End Extension	\$ 3,151.80
CO-AM-WE-P-R-CA-72	72" (1829mm) Worksurface Extension Peninsula with Closed Adjustable Shelves and additional Round End Extension	\$ 4,202.40
CO-AM-WE-P-R-FD-24	24" (610mm) Worksurface Extension Peninsula with File Drawers and additional Round End Extension	\$ 2,276.30
CO-AM-WE-P-R-FD-48	48" (1219mm) Worksurface Extension Peninsula with File Drawers and additional Round End Extension	\$ 3,414.45
CO-AM-WE-P-R-FD-72	72" (1829mm) Worksurface Extension Peninsula with File Drawers and additional Round End Extension	\$ 4,552.60
CO-AM-WE-P-R-OA-24	24" (610mm) Worksurface Extension Peninsula with Open Adjustable Shelves and additional Round End Extension	\$ 1,926.10
CO-AM-WE-P-R-OA-48	48" (1219mm) Worksurface Extension Peninsula with Open Adjustable Shelves and additional Round End Extension	\$ 2,889.15
CO-AM-WE-P-R-OA-72	72" (1829mm) Worksurface Extension Peninsula with Open Adjustable Shelves and additional Round End Extension	\$ 3,852.20
CO-AM-WE-P-R-RBS-1P	Round Worksurface Extension Peninsula with Rotary Binder Storage; 1 platform; Tambour doors	\$ 2,469.25
CO-AM-WE-P-R-SL-24	24" (610mm) Worksurface Extension Peninsula with Metal Support Legs and additional Round End Extension	\$ 875.50
CO-AM-WE-P-R-SL-48	48" (1219mm) Worksurface Extension Peninsula with Metal Support Legs and additional Round End Extension	\$ 1,313.25
CO-AM-WE-P-R-SL-72	72" (1829mm) Worksurface Extension Peninsula with Metal Support Legs and additional Round End Extension	\$ 1,575.90
CO-AM-WE-P-R-TD-24	24" (610mm) Worksurface Extension Peninsula with Tambour Door and additional Round End Extension	\$ 2,101.20
CO-AM-WE-P-R-TD-48	48" (1219mm) Worksurface Extension Peninsula with Tambour Doors and additional Round End Extension	\$ 3,151.80
CO-AM-WE-P-R-TD-72	72" (1829mm) Worksurface Extension Peninsula with Tambour Doors and additional Round End Extension	\$ 4,202.40
CO-AM-WE-P-S-CA-24	24" (610mm) Square Worksurface Extension Peninsula with Closed Adjustable Shelves	\$ 1,050.60
CO-AM-WE-P-S-CA-48	48" (1219mm) Square Worksurface Extension Peninsula with Closed Adjustable Shelves	\$ 2,101.20
CO-AM-WE-P-S-CA-72	72" (1829mm) Square Worksurface Extension Peninsula with Closed Adjustable Shelves	\$ 3,151.80
CO-AM-WE-P-S-FD-24	24" (610mm) Square Worksurface Extension Peninsula with File Drawers	\$ 1,138.15
CO-AM-WE-P-S-FD-48	48" (1219mm) Square Worksurface Extension Peninsula with File Drawers	\$ 2,276.30
CO-AM-WE-P-S-FD-72	72" (1829mm) Square Worksurface Extension Peninsula with File Drawers	\$ 3,414.45
CO-AM-WE-P-S-OA-24	24" (610mm) Square Worksurface Extension Peninsula with Open Adjustable Shelves	\$ 963.05
CO-AM-WE-P-S-OA-48	48" (1219mm) Square Worksurface Extension Peninsula with Open Adjustable Shelves	\$ 1,926.10



**Attachment A**  
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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-AM-WE-P-S-OA-72	72" (1829mm) Square Worksurface Extension Peninsula with Open Adjustable Shelves	\$ 2,889.15
CO-AM-WE-P-S-SL-24	24" (610mm) Square Worksurface Extension Peninsula with Metal Support Legs	\$ 437.75
CO-AM-WE-P-S-SL-48	48" (1219mm) Square Worksurface Extension Peninsula with Metal Support Legs	\$ 875.50
CO-AM-WE-P-S-SL-72	72" (1829mm) Square Worksurface Extension Peninsula with Metal Support Legs	\$ 1,138.15
CO-AM-WE-RCP-R-SL	Reverse Corner Round Worksurface Extension Peninsula with Metal Support Legs	\$ 832.15
CO-AM-WE-RCP-R-OA	Reverse Corner Round Worksurface Extension Peninsula with Open Adjustable Shelves	\$ 1,357.45
CO-AM-WE-RCP-R-TD	Reverse Corner Round Worksurface Extension Peninsula with Tambour Doors	\$ 1,445.00
CO-ESS-BFS	Base Fixed Shelf	\$ 169.15
CO-ESS-BSOS	Base Slide-Out Shelf	\$ 196.35
CO-ESS-DMS	Door Mounted Shelf	\$ 182.75
CO-ESS-KVMC	Fixed KVM Switch Cradle	\$ 109.65
CO-ESS-PCC-O	Fixed Open Computer Cradle	\$ 131.75
CO-ESS-PCC-S	Fixed Secure Computer Cradle	\$ 283.05
CO-ESS-TCM	Fixed Thin Client Mount	\$ 78.20
CO-ESA-LLB-BF	Rear Base Frame Mounted Bracket for Large LCD monitor (max 160 lbs. (72.5 kg))	\$ 1,696.60
CO-ESA-LLB-SW	Front Slatwall Mounted Bracket for Large LCD Monitor; Requires 12" (305 mm) Slatwall (max 75 lbs. (34 kg))	\$ 1,696.60
CO-RM-2PT	2 Point Rackmount kit with Base Fixed Shelf	\$ 330.65
CO-RM-4PT	4 Point Rackmount kit with Base Fixed Shelf	\$ 467.50
CO-RM-AF-1RU	1RU Aluminum Rackmount Filler, Painted Black	\$ 69.70
CO-RM-AF-2RU	2RU Aluminum Rackmount Filler, Painted Black	\$ 72.25
CO-RM-AF-3RU	3RU Aluminum Rackmount Filler, Painted Black	\$ 80.75
CO-RM-SS-19	19" (483mm) EIA Rackmount Support Shelf	\$ 249.05
CO-FABK	Floor Anchor Bracket Kit; Bracket supplied by Evans, fastening to floor by others (per module)	\$ 101.15
CO-FST-SH-22-RM-8RU	Single High Freestanding Rackmount Turret; 22" (559mm) wide, 16.5" (419mm) high, 8RU	\$ 617.95
CO-FST-SH-22-BFP	Single High Freestanding Turret; 22" (559mm) wide, 16.5" (419mm) high; Blank 1/8" (3mm) thick aluminum face plate	\$ 617.95
CO-FST-DH-22-BFP	Double High Freestanding Turret; 22" (559mm) wide, 38" (965mm) high; Blank 1/8" (3mm) thick aluminum face plates	\$ 1,235.90
CO-KPL	Keyed Panel Lock	\$ 51.85
CO-PVG	Panel Ventilation Grill (fan not included)	\$ 99.45
CO-RK	Console Restraint kit; Anchor Bracket supplied by Evans, fastening to floor by others (per bay)	\$ 299.20
CO-AL-LED-B	LED accent lighting; Blue	\$ 8.50
CO-AL-LED-W	LED accent lighting; White	\$ 8.50
CO-AL-LED-RGB	LED accent lighting; RGB	\$ 10.63

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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-ALI-SLS	AlarmLine status lighting system	\$ 358.70
CO-ALI-MS	Mechanical colour coded switch for AlarmLine	\$ 198.05
CO-CL	Cavity Light	\$ 39.95
CO-DPO-NA	Internal mounted duplex power outlet; 120V/15A; Conduit & wiring by others	\$ 25.50
CO-EL-ECS	EnviroLine environmental control system	\$ 1,352.35
CO-HT-FA	Forced Air Heater mounted to front panel; Non-EnviroLine compatible	\$ 408.00
CO-HT-FA-EL	Forced Air Heater mounted to front panel; EnviroLine compatible	\$ 408.00
CO-HT-R	Radiant Heat Panel mounted to front panel; Painted to match console panel finish	\$ 408.00
CO-IGB	Internal ground bar; 1/4" x 2" x 6" (6mm x 51mm x 152mm) copper bar with tapped holes; Isolated or non-isolated	\$ 96.05
CO-IGL	Internal Console Grounding Lugs	\$ 9.35
CO-IGL-C	Continuous Braided Copper Grounding Cable	\$ 5.10
CO-PB-EU-6-3	European Power Bar with mounting bracket; 250V/16A, 6 outlets, 3m cord, SCHUKO (Type F plug), CE	\$ 125.80
CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, CSA/UL	\$ 97.75
CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, CSA/UL	\$ 84.15
CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, CSA/UL	\$ 127.50
CO-PB-UK-6-3	United Kingdom Power Bar with mounting bracket; 250V/13A, 6 outlets, 3m cord, BS 1363A (Type G plug), CE	\$ 172.55
CO-PDO-DT-MHO	MHO Desktop Power Unit; 2 AC, 1 USB, 1 Cat6, silver	\$ 216.75
CO-PDO-SW-AZ	Axil Z Slatwall Power Unit; 2 AC, 1 USB, 1 Cat6, black	\$ 216.75
CO-TL-DT-MO	Mosso task light by Koncept with weighted base	\$ 230.35
CO-TL-DT-TR	Trillium task light by Light Corp with weighted base	\$ 229.50
CO-TL-DT-ZB	Z-Bar task light by Koncept with weighted base	\$ 192.95
CO-TL-SM-LL-12	Surface mounted, Littlite 12" Gooseneck task light	\$ 111.35
CO-TL-SM-LL-18	Surface mounted, Littlite 18" Gooseneck task light	\$ 111.35
CO-TL-SW-MO	Mosso task light by Koncept with Slatwall mount	\$ 230.35
CO-TL-SW-TR	Trillium task light by Light Corp with Slatwall mount	\$ 229.50
CO-TL-SW-ZB	Z-Bar task light by Koncept with Slatwall mount	\$ 192.95
CO-TP	Termination Panel in Base cavity; 5" (125mm) wide, 14" (355mm) high	\$ 63.75
CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC	\$ 131.75
CO-FR	Foot Rest with pivot and height adjustability	\$ 175.10
CO-GR-C-RD-1-3/4	Round Cable Grommet; 1 3/4" (44 mm)	\$ 22.10
CO-GR-C-RD-3/4	Round Cable Grommet; 3/4" (19 mm)	\$ 22.10
CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	\$ 25.50
CO-GR-P-17X1	Paper Grommet; 17 1/2" x 1" (445mm x 25mm)	\$ 59.50
CO-UC-CH	Undercounter cup holder	\$ 127.50

**Attachment A**  
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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-UC-HJM	Undercounter mount for headset jacks with wire management	\$ 219.30
CO-UC-JBM-WS	Continuous Undercounter Wood Skirt for jack box mounting with metal pan and removable access cover	\$ 219.30
CO-UC-KD	Undercounter Keyboard Drawer with Integrated Palm Rest	\$ 369.75
CO-UC-KMT	Retractable Mouse Tray mounted under Keyboard Drawer	\$ 217.60
CO-UC-PD	Undercounter Pencil Drawer	\$ 375.70
CO-SW-A-D-BH	Slatwall mounted Binder Holder by Details; 4" (102mm) wide, max 10 lbs. (4.53 kg)	\$ 69.70
CO-SW-A-D-DNH	Slatwall mounted Diskette / Note Holder by Details	\$ 55.25
CO-SW-A-D-LT	Slatwall mounted Letter Tray by Details; 10" x 2 1/4" (254mm x 57.2mm)	\$ 55.25
CO-SW-A-D-OF	Slatwall mounted Office in a File by Details	\$ 69.70
CO-SW-A-D-PC	Slatwall mounted Pen / Pencil Cup by Details	\$ 55.25
CO-SW-A-D-PM	Slatwall mounted Paperflo Manager by Details	\$ 139.40
CO-SW-A-D-US	Slatwall mounted Universal Shelf by Details; 2 3/4" x 12 1/4" (70mm x 311mm)	\$ 93.50
CO-SW-A-E-BH	Slatwall mounted Binder Holder by Evans; 5" (127mm) wide	\$ 74.80
CO-SW-A-E-PT	Slatwall mounted Paper Tray by Evans; 12" x 9" x 2 1/4" (300mm x 220mm x 60mm)	\$ 74.80
CO-SW-A-E-TS	Slatwall mounted Telephone Shelf on articulating arm	\$ 448.80
CO-MA-I-DT-DT	Desktop mounted Double Tier Monitor Arm by Innovative; Model 9112-D (max 40 lbs. (18.1 kg) per arm)	\$ 401.20
CO-MA-I-DT-DT-SS	Desktop mounted Double Tier Dual Monitor Arm by Innovative; Model 9120-D (max 40 lbs. (18.1 kg) per arm)	\$ 665.55
CO-MA-I-DT-ST	Desktop mounted Single Tier Monitor Arm by Innovative; Model 9112-S (max 40 lbs. (18.1 kg) per arm)	\$ 305.15
CO-MA-I-DT-ST-3500	Desktop mounted Single Tier Monitor Arm by Innovative; Model 3500 (max 25.5 lbs. (11.5 kg) per arm)	\$ 387.60
CO-MA-I-DT-ST-SS	Desktop mounted Single Tier Dual Monitor Arm by Innovative; Model 9120-S (max 40 lbs. (18.1 kg) per arm)	\$ 437.75
CO-MA-I-DT-ST-PA	Desktop mounted Single Tier Radial Arm with Piston Assist by Innovative; Model 7000 (max 31 lbs. (14.1 kg) per arm)	\$ 278.80
CO-MA-I-DT-ST-PA-HD	Desktop mounted Single Tier Radial Arm with Piston Assist by Innovative; Model 7500 (max 44 lbs. (20 kg) per arm)	\$ 420.75
CO-MA-I-SW-DT	Slatwall mounted Double Tier Monitor Arm by Innovative; Model 9112-D (max 40 lbs. (18.1 kg) per arm)	\$ 403.75
CO-MA-I-SW-DT-SS	Slatwall mounted Double Tier Dual Monitor Arm by Innovative; Model 9120-D (max 40 lbs. (18.1 kg) per arm)	\$ 668.10
CO-MA-I-SW-ST	Slatwall mounted Single Tier Monitor Arm by Innovative; Model 9112-S (max 40 lbs. (18.1 kg) per arm)	\$ 309.40
CO-MA-I-SW-ST-3500	Slatwall mounted Single Tier Monitor Arm by Innovative; Model 3500 (max 25.5 lbs. (11.5 kg) per arm)	\$ 390.15
CO-MA-I-SW-ST-LR	Slatwall mounted Long Reach Single Tier Monitor Arm by Innovative; Model 9130 (max 40 lbs. (18.1 kg) per arm)	\$ 324.70
CO-MA-I-SW-ST-SS	Slatwall mounted Single Tier Dual Monitor Arm by Innovative; Model 9120-S (max 40 lbs. (18.1 kg) per arm)	\$ 441.15

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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-MA-I-SW-ST-PA	Slatwall mounted Single Tier Radial Arm with Piston Assist by Innovative; Model 7000 (max 31 lbs. (14.1 kg) per arm)	\$ 300.05
CO-MA-I-SW-ST-PA-HD	Slatwall mounted Single Tier Radial Arm with Piston Assist by Innovative; Model 7500 (max 44 lbs. (20 kg) per arm)	\$ 434.35
CO-MA-E-DT-DT	Desktop mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	\$ 394.40
CO-MA-E-DT-ST	Desktop mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	\$ 299.20
CO-MA-E-DT-ST-SS	Desktop mounted Single Tier Dual Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	\$ 430.95
CO-MA-E-DT-ST-PA	Desktop mounted Single Tier Monitor Arm with Piston Assist by Evans (max 20 lbs. (9 kg) per arm)	\$ 329.80
CO-MA-E-SW-DT	Slatwall mounted Double Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	\$ 403.75
CO-MA-E-SW-ST	Slatwall mounted Single Tier Monitor Arm by Evans (max 40 lbs. (18.1 kg) per arm)	\$ 309.40
CO-MA-E-SW-ST-SS	Slatwall mounted Single Tier Dual Monitor Arm by Evans (40 lbs. (18.1 kg) per arm)	\$ 440.30
CO-MA-E-SW-ST-PA	Slatwall mounted Single Tier Monitor Arm with Piston Assist by Evans (max 20 lbs. (9 kg) per arm)	\$ 340.00
CO-UMA-ST-4	Unity Monitor Arm™ with 4 Single Tier Monitor Mounts	\$ 3,605.70
CO-UMA-ST-5	Unity Monitor Arm™ with 5 Single Tier Monitor Mounts	\$ 4,326.50
CO-UMA-U-DT	Upgrade Unity Monitor Arm™ to Double Tier Monitor Mount (per monitor mount)	\$ 95.20
CO-LST-LCE-DM	LED Signal Tower with Continuous Light; Direct mount; Beige; 1 light; AC/DC 24V	\$ 261.80
CO-LST-LCE-DM-FA	LED Signal Tower with Continuous or Flashing Light and Audible Alarm; Direct mount; Beige; 1 light; AC/DC 24V	\$ 361.25
CO-LST-LCE-PM	LED Signal Tower with Continuous Light; Pole mount; Beige; 1 light; AC/DC 24V	\$ 150.45
CO-LST-LCE-PM-FA	LED Signal Tower with Continuous or Flashing Light and Audible Alarm; Pole mount; Beige; 1 light; AC/DC 24V	\$ 244.80
CO-LST-LCE-U-L	Upgrade LED Signal Tower with additional light	\$ 89.25
CO-PL-H-3X2	PowerLinc Hub; 3cct x 2, 5-20R	\$ 325.55
CO-PL-H-3X3	PowerLinc Hub; 3cct x 3, 5-20R	\$ 347.65
CO-PL-E-02	2' PowerLinc Extender	\$ 113.90
CO-PL-E-03	3' PowerLinc Extender	\$ 122.40
CO-PL-E-06	6' PowerLinc Extender	\$ 146.20
CO-PL-E-10	10' PowerLinc Extender	\$ 179.35
CO-PL-W-10	10' PowerLinc Starter/Whip (3L 3N 2G)	\$ 179.35
CO-PL-W-20	20' PowerLinc Starter/Whip (3L 3N 2G)	\$ 264.35
CO-PL-JB-3R	PowerLinc Junction Box (3R)	\$ 157.25
CO-PL-SB-3	PowerLinc Splitter; 1 in, 3 out	\$ 148.75
CO-CPC	Custom Powder Coat Colours	\$ 994.50
CO-PG-EL	Engraved Logo in Plexiglas (subject to final approval of logo)	\$ 153.00
CO-FT-P	Paper Floor templates	\$ 8.50

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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CO-FT-M	Mylar Floor templates	\$ 12.75
CO-FT-W	Wood Floor templates	\$ 22.10
<b>MILLWORK</b>		
MLW-PD-MB-PBDB	Mobile Undercounter Storage Pedestal; Pencil/Binder/Box; Keyed lock	\$ 892.50
MLW-PD-MB-BBF	Mobile Undercounter Storage Pedestal; Box/Box/File; Keyed lock	\$ 921.40
MLW-PD-MB-BDB	Mobile Undercounter Storage Pedestal; Binder/Box; Keyed lock	\$ 995.35
MLW-PD-MB-BF	Mobile Undercounter Storage Pedestal; Box/File; Keyed lock	\$ 875.50
MLW-PD-MB-BBF-M	Mobile Metal Pedestal; Box/Box/File; Black finish; Keyed lock	\$ 232.90
MLW-RBS-2P	Rotary Binder Storage unit; 2 platforms; Tambour doors	\$ 2,496.45
MLW-PS-PC	Desktop Printer Cover with sound proofing and Gas Piston Assisted Hinged Plexiglas Hood	\$ 2,386.80
MLW-PS-RPU-30	30" (762mm) Remote Printer Unit with Soundproofing, Hinged Plexiglas Door, Ventilation, and Pullout Paper Tray (single printer)	\$ 4,024.75
MLW-PS-SPU-30	30" (762mm) Stacking Printer Unit with Soundproofing, Hinged Plexiglas Door, Ventilation, and 2 Pullout Paper trays with Paper Handling Bins (2 printers)	\$ 4,363.90
MLW-PS-PL	Gas Piston Assisted Hinged Recessed Printer Lid	\$ 1,078.65
MLW-TB-CF-04	4 person Conference Table with Podium Legs	\$ 4,293.35
MLW-TB-CF-08	8 person Conference Table with Podium Legs	\$ 9,322.80
MLW-TB-CF-12	12 person Conference Table with Podium Legs	\$ 15,130.00
MLW-TB-CF-16	16 person Conference Table with Podium Legs	\$ 19,714.05
MLW-TB-CF-18	18 person Conference Table with Podium Legs	\$ 24,245.40
MLW-TB-UT-OV	Oval Utility Table with Metal Support Legs	\$ 1,798.60
MLW-TB-UT-RD	Round Utility Table with Metal Support Legs	\$ 1,655.80
MLW-TB-UT-RE	Rectangular Utility Table with Metal Support Legs	\$ 1,646.45
MLW-TB-UT-SQ	Square Utility Table with Metal Support Legs	\$ 1,633.70
MLW-MB-24-BF	24" (610mm) Millwork Base - Binder/File	\$ 1,257.15
MLW-MB-24-CA	24" (610mm) Millwork Base - Closed Adjustable Bookshelf	\$ 997.05
MLW-MB-24-FB	24" (610mm) Millwork Base - File/Binder	\$ 1,257.15
MLW-MB-24-FF	24" (610mm) Millwork Base - File/File	\$ 1,257.15
MLW-MB-24-OA	24" (610mm) Millwork Base - Open Adjustable Bookshelf	\$ 867.85
MLW-MB-30-BF	30" (762mm) Millwork Base - Binder/File	\$ 1,572.50
MLW-MB-30-CA	30" (762mm) Millwork Base - Closed Adjustable Bookshelf	\$ 1,246.95
MLW-MB-30-FB	30" (762mm) Millwork Base - File/Binder	\$ 1,541.05
MLW-MB-30-FF	30" (762mm) Millwork Base - File/File	\$ 1,541.05
MLW-MB-30-OA	30" (762mm) Millwork Base - Open Adjustable Bookshelf	\$ 1,083.75
GA-SL-ALI-DSSI	Digital switch software installer for AlarmLinc (site license)	\$ 113.05
GA-SL-ALI-SDK	Full Software Developer Kit (SDK) for AlarmLinc (site license)	\$ 212.50
TKS		

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<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
ADC-1	Acoustical drop ceiling tiles with NRC rating of 1.0. Steel grid. Priced per square ft <b>Contact factory for projects less than 1000 sqft and greater than 3000 sqft</b>	\$ 17.16
RAF-6	6" Raised access flooring. Includes concrete filled steel covered raised floor tile, steel understructure, 1 - 6 foot ADA access ramp. Priced per square ft. <b>Contact factory for projects less than 1000 sqft and greater than 3000 sqft</b>	\$ 18.02
RAF-1.6	1.6 high raised access flooring, metal covered raised floor tile	\$ 18.02
RAF-2.75	2.75 high raised access flooring, metal covered raised floor tile	\$ 18.02
RAF-ESD	Static dissipative raised access flooring carpet	\$ 7.50
RAF-PVD	Power/Voice/Data Flush mount box	\$ 211.23
RAF-BUC	Base Unit Cutouts for raised flooring access	\$ 50.15
RAF-GCP	Grommet Channel Plates for raised flooring access	\$ 58.06
RAF-PEN	Floor Penetrations (does not include grommets)	\$ 21.25
LIGHT-TFR-D/I	2' x 4' Troffer LED overhead direct/indirect troffer light fixture. Excludes Wall switch and Power pack.	\$ 531.25
LIGHT-DSW	Dimmer wall switch with faceplate and Power Pack for Troffer fixture.	\$ 185.94
LIGHT-LINEAR-IN	4' LED overhead linear indirect light fixture. Excludes Wall switch and Power Pack	\$ 1,196.38
LIGHT LIN-DSW	Dimmer Wall switch with faceplate for linear light fixture.	\$ 116.88
AWP-1-24x24	2' x 2' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 60.69
AWP-1-24x48	2' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 90.40
AWP-1-24x60	2' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 105.89
AWP-1-24x72	2' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 123.28
AWP-1-24x96	2' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 144.14
AWP-1-24x120	2' x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 178.91
AWP-1-30x24	2'6" x 2' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 75.86
AWP-1-30x36	2'6" x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 116.32
AWP-1-30x48	2'6" x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 123.91
AWP-1-30x60	2'6" x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 149.20
AWP-1-30x72	2'6" x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 170.69
AWP-1-30x96	2'6" x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 226.32
AWP-1-30x120	2'6" x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 265.52
AWP-1-48x36	4' x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 113.79
AWP-1-48x48	4' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 145.40
AWP-1-48x60	4' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 178.91
AWP-1-48x72	4' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 231.38
AWP-1-48x96	4' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 275.00
AWP-1-48x120	4' x 10' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 322.42
AWP-2-24x24	2' x 2' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 73.33
AWP-2-24x48	2' x 4' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 116.32

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
AWP-2-24x60	2' x 5' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 130.23
AWP-2-24x72	2' x 6' (2" thick)Acoustical Wall Panels. Class 1 fire rated.	\$ 152.67
AWP-2-24x96	2' x 8' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 182.70
AWP-2-24x120	2' x 10' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 226.32
AWP-2-30x24	2'6" x 2' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 91.04
AWP-2-30x36	2'6" x 3' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 146.67
AWP-2-30x48	2'6" x 4' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 154.25
AWP-2-30x60	2'6" x 5' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 216.21
AWP-2-30x72	2'6" x 6' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 264.25
AWP-2-30x96	2'6" x 8' (2" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 349.60
AWP-2-30x120	2'6" x 10' (2" thick)Acoustical Wall Panels. Class 1 fire rated.	\$ 415.35
AWP-2-48x36	4' x 3' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 145.40
AWP-2-48x48	4' x 4' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 183.97
AWP-2-48x60	4' x 5' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 238.97
AWP-2-48x72	4' x 6' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 268.05
AWP-2-48x96	4' x 8' (1" thick) Acoustical Wall Panels. Class 1 fire rated.	\$ 354.03
AWP-2-48x120	4' x 10' (1" thick Acoustical Wall Panels. Class 1 fire rated.	\$ 419.77
AWP MTL-Z	Metal Z Clip fasteners; per panel	\$ 23.80
AWP-ED-HARD	Chemically hardened edges; per panel	\$ 11.90
AWP-ED-MITRE	Mitred Egdes; per panel	\$ 11.90
IH-3000C	Ironhorse 3000 series chair in black cloth	\$ 1,380.40
IH-3000L	Ironhorse 3000 series chair in black leather	\$ 1,720.40
IH-3000C-SS	Ironhorse 3000 series chair in black cloth with Seat Slider	\$ 1,622.06
IH-3000L-SS	Ironhorse 3000 series chair in black leather with Seat Slider	\$ 2,064.06
IH-4000C	Ironhorse 4000 series chair in black cloth	\$ 1,404.20
IH-4000L	Ironhorse 4000 series chair in black leather	\$ 1,797.99
IH-4000C-SS	Ironhorse 4000 series chair in black cloth with Seat Slider	\$ 1,669.06
IH-4000L-SS	Ironhorse 4000 series chair in black leather with Seat Slider	\$ 2,081.06
IH-5000C	Ironhorse 5000 series chair in black cloth	\$ 2,255.90
IH-5000L	Ironhorse 5000 series chair in black leather	\$ 2,496.03
BASE-AL	400 lbs rated Aluminum Base	\$ 108.80
IH-LOGO	One time Logo Setup Fee	\$ 85.00
3142 FHB	High Back Intensive Use-Black Staccato Fabric 60mm safety casters C-Loop Arms	\$ 1,292.00
3142 EXL EHBL	High Back Intensive Use- Black Leather 60mm safety casters C-Loop Arms	\$ 1,507.33
3150 HRA-F	Synchronicity Intensive Use-Black Staccato Fabric with articulating headrest 60mm safety casters C-Loop Arms	\$ 1,359.29
3150 HRA-L	Synchronicity Intensive Use-Black Leather with articulating headrest 60mm safety casters C-Loop Arms	\$ 1,574.63
CS-SARM	Swing Arm	\$ 37.19
CS-NROLL	Neck Roll	\$ 37.19
CS-EMB	Embroidery Charge per Chair	\$ 52.70

**Attachment A**  
**Evans Consoles Incorporated**  
**9-1-1 Equipment & Emergency Notification Software and Services**  
**Contract No.: EC07-16**

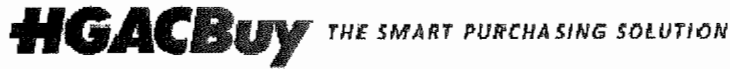
<b>H-GAC Product Code</b>	<b>Item Description</b>	<b>Offered Priced</b>
CS-LOGODIG	Digitizing Fee and Embroidery Fees	\$ 85.00
78140-T2-FK-EBO-F3-CBLA	Inertia Knit Back Task Highback-synchro tilt, task 2 arm, carpet casters standard	\$ 415.01
<b>DESIGN/CONSULTING</b>		
Principal	Principal	\$ 225.00
Senior Consultant	Senior Consultant	\$ 150.00
Junior Consultant	Junior Consultant	\$ 100.00
<b>PROJECT MANAGEMENT</b>		
Senior Project Manager	Senior Project Manager	\$ 150.00
Project Manager	Project Manager	\$ 100.00
<b>INSTALLATION</b>		
Install Empty Room	Install Empty Room	12% of Net Product Total
Install Live Sequence	Install Live Sequence	14% of Net Product Total
<b>SERVICE AND MAINTENANCE</b>		
3 year	3 year	5% of Net Product Total
5 year	5 year	8% of Net Product Total
10 year	10 year	12% of Net Product Total



## Melinda Bobbitt

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**From:** Johnson, Veronica <Veronica.Johnson@h-gac.com>  
**Sent:** Tuesday, May 23, 2017 3:35 PM.  
**To:** Melinda Bobbitt  
**Subject:** RE: Evans quote on HGAC contract  
**Attachments:** Evans quote on HGAC contract



Price Verification

Melinda,

Evans emailed the entire quote which contained the information I needed to verify the quote. After reviewing the quote issued by Evans, I find that it is in compliance with the HGACBuy EC07-16 contract.

**Johnson, Veronica**  
Houston Galveston Area Council  
Contract Specialist  
Public Services

713 993 2446 Work  
Veronica.Johnson@h-gac.com

**Veronica Johnson, CTPM**  
Procurement Services Specialist  
HGACBuy Cooperative Purchasing Program  
Houston Galveston Area Council  
713-993-2446



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2016

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

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

<b>PRODUCER</b> Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (480) 951-4177 E-MAIL ADDRESS:	FAX (A/C, No): (480) 951-4266
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Oasis Acquisition, Inc Alt. Emp: EVANS CONSOLES INCORPORATED 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	<b>INSURER A:</b> American Zurich Insurance Company      NAIC # 40142	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16FL075813003      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	WC 29-38-687-14	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>Location Coverage Period:</b>			06/01/2016	06/01/2017	<b>Client#</b> 8300-VA-EVANS

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

Coverage is provided for only those co-employees of, but not subcontractors to:

EVANS CONSOLES INCORPORATED  
 1577 SPRING HILL ROAD STE 450  
 VIENNA, VA 22182

<b>CERTIFICATE HOLDER</b>  Boone County Purchasing 613 E. Ash, Rm 110 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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← June

# E-Verify



Company ID Number: 173645

THREE  
MOU.

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



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

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

## **B. RESPONSIBILITIES OF DHS**

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

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

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

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

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

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

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

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



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

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

### C. RESPONSIBILITIES OF THE EMPLOYER

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

# E-Verify



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

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

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

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



Company ID Number: 173645

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

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

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

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

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





Company ID Number: 173645

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

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

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

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

# E-Verify



Company ID Number: 173645

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

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

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

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

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



Company ID Number: 173645

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

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

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

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

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

##### B. REFERRAL TO DHS

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

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

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

Company ID Number: 173645

after the Employer receives it.

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

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

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

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

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

## ARTICLE IV

### SERVICE PROVISIONS

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

## ARTICLE V

### PARTIES

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

# E-Verify



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

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

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

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

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

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

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

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

# E-Verify



Company ID Number: 173645

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

Employer City of Blue Springs

**Susan Heiman**

Name (Please Type or Print)

Title

*Electronically Signed*  
Signature

12/23/2008  
Date

Department of Homeland Security – Verification Division

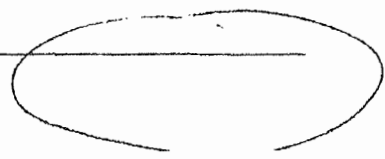
**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*  
Signature

12/23/2008  
Date





Company ID Number: 173645

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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: City of Blue Springs

Company Facility Address: 903 W. Main St.

Blue Springs, MO 64015

Company Alternate  
Address:

County or Parish: JACKSON

Employer Identification  
Number: 646600132

North American Industry  
Classification System  
Code: 924

Parent Company: City of Blue Springs

Number of Employees: 100 to 499

Number of Sites Verified  
for: 1

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

- MISSOURI 1 site(s)

# E-Verify



Company ID Number: 173645

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

Name:	<b>Annette Massey</b>	Fax Number:	<b>(816) 655 - 0486</b>
Telephone Number:	<b>(816) 228 - 0190</b>		
E-mail Address:	<b>amassey@bluespringsgov.com</b>		
Name:	<b>Susan A Heiman</b>	Fax Number:	<b>(816) 655 - 0486</b>
Telephone Number:	<b>(816) 228 - 0138</b>		
E-mail Address:	<b>sheiman@bluespringsgov.com</b>		



**(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).

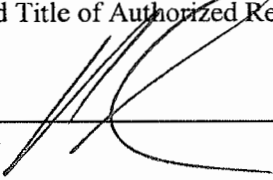
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (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.

RICHARD GAME - COO

Name and Title of Authorized Representative

Signature



Date

3/21/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2017

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

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


<b>PRODUCER</b> Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (480) 951-4177		FAX (A/C, No): (480) 951-4266
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Oasis Acquisition, Inc Alt. Emp: EVANS CONSOLES INCORPORATED 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	<b>INSURER A:</b> American Zurich Insurance Company		40142
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** CERTIFICATE NUMBER: 17FL075813003 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 29-38-687-15	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
				Location Coverage Period:	06/01/2017	06/01/2018	Client#	8300-VA-EVANS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 EVANS CONSOLES INCORPORATED  
 1577 SPRING HILL ROAD STE 450  
 VIENNA, VA 22182

<b>CERTIFICATE HOLDER</b>  Boone County Purchasing 613 E. Ash, Rm 110 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

June

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 20th day of June, 2017

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



**MEMORANDUM**

TO: Boone County Commission  
 FROM: David Eagle  
 RE: Surplus Disposal  
 DATE: June 13, 2017

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	NO TAG	2000 REVISED STATUTES AND SUPPLEMENT5 BOOKS UP TO 2014		COUNTY COUNSELOR	GOOD	
2	NO TAG	DVR	GE SECURITY STORE SAFE PRO 11	FACILITY SECURITY	OUTDATED	
3	NO TAG	FOUR BOXES OF OLD CELL PHONES AND ACCESORIES		SHERIFF	OUTDATED	RETURNED TO US CELLULAR
4	NO TAG	WOOD FRAMED LOUNGE CHAIR WITH VINYL CUSHIONS		JJC	BROKEN	REMOVE FROM INVENTORY
5	13098	TAG MOBILE SYSTEM		JJC		RECYCLE
6	1940	ONE DRAWER PORTABLE BLOND FILE CABINET		CIRCUIT COURT	FAIR	
7	11920	FIVE DRAWER BLOND LETTER SIZE FILE CABINET		CIRCUIT COURT	FAIR	

8	16538	PAPER SHREDDER	GBC	JJC	POOR	REMOVE FROM INVENTORY
9	16179	CLOTHES WASHER	WHIRLPOOL	JJC	POOR	REMOVE FROM INVENTORY
10	NO TAG	FILE FOLDERS		CIRCUIT COURT	GOOD	
11	12477	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
12	12479	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
13	12480	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
14	12483	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	MISSING	REMOVE FROM INVENTORY
15	12484	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
16	12485	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
17	12489	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
18	12491	CHAIR	KRUG K2 SERIES	PROSECUTING ATTORNEY	GOOD	
19	NO TAG	CELL PHONES PAGERS, PAGER RECEIVERS	NOKIA-MOTOROLA - DAVISCOMMS	VOTER REGISTRATION	USED	

20	8507	DESK		PROSECUTING ATTORNEY	OLD	
21	12139	EQUIPMENT RACK		JURY & COURT SERVICES	POOR	
22	NO TAG	CEILING MOUNTED SPEAKERS		JURY & COURT SERVICES	POOR	
23	6424	VCR/VCR755		JUVENILE OFFICE	OUTDATED	
24	NO TAG	SMARTPHONE/SGH-1317		CIRCUIT COURT	OUTDATED	
25	NO TAG	27" CRT TELEVISION		CIRCUIT COURT	OUTDATED	
26	8092	20" CRT TELEVISION		JUVENILE OFFICE	OUTDATED	
27	NO TAG	TWO DISPLAY CASES	ONE TABLE TOP – ONE WALL MOUNTED	JOINT COMMUNICATIONS	USED	
28	NO TAG	35" ROUND TABLE		JOINT COMMUNICATIONS	USED	
29	NO TAG	ELECTRIC OVEN		JOINT COMMUNICATIONS	USED	
30	NO TAG	DESK (WOOD TOP METAL SIDES)		JOINT COMMUNICATIONS	USED	
31	NO TAG	WOODEN DESK WITH 2 FILE DRAWERS		JOINT COMMUNICATIONS	USED	

32	NO TAG	TWO GREY UPHOLSTERED VISITOR CHAIRS		JOINT COMMUNICATIONS	USED	
33	NO TAG	WOODEN CREDENZA WITH TWO FILE DRAWERS		JOINT COMMUNICATIONS	USED	
34	NO TAG	L-SHAPED DESK		JOINT COMMUNICATIONS	USED	
35	NO TAG	L-SHAPED DESK		JOINT COMMUNICATIONS	USED	
36	NO TAG	L-SHAPED DESK WITH 3 FILE DRAWERS		JOINT COMMUNICATIONS	USED	
37	NO TAG	CREDENZA FLOOR CABINET		JOINT COMMUNICATIONS	USED	
38	NO TAG	20" ROUND SIDE TABLE		JOINT COMMUNICATIONS	USED	
39	NO TAG	2 WALL MOUNTED OVERHEAD CABINETS		JOINT COMMUNICATIONS	USED	
40	NO TAG	2 WALL MOUNTED CABINETS		JOINT COMMUNICATIONS	USED	
41	NO TAG	CORNER DISPLAY SHELF UNIT		JOINT COMMUNICATIONS	USED	
42	NO TAG	2 AIR PURIFIERS	MODEL NA-2	JOINT COMMUNICATIONS	USED	
43	NO TAG	CORNER DISPLAY SHELF UNIT		JOINT COMMUNICATIONS	USED	

44	NO TAG	3 SHELF CREDENZA		JOINT COMMUNICATIONS	USED	
45	NO TAG	OLD UPHOLSTERED CHAIR		JOINT COMMUNICATIONS	USED	
46	NO TAG	36" BULLETIN BOARD		JOINT COMMUNICATIONS	USED	
47	NO TAG	4 BLUE CHAIRS WITH ALUMINUM FRAMES		JOINT COMMUNICATIONS	USED	
48	NO TAG	BROWN UPHOLSTERED CHAIR		JOINT COMMUNICATIONS	USED	
49	NO TAG	2 5-DRAWER LATERAL FILING CABINETS	STEELCASE	JOINT COMMUNICATIONS	USED	
50	NO TAG	3 DRAWER LATERAL FILING CABINET	HON	JOINT COMMUNICATIONS	USED	
51	NO TAG	4-SHELF WOODEN BOOK SHELF		JOINT COMMUNICATIONS	USED	
52	NO TAG	BULLETIN BOARD		JOINT COMMUNICATIONS	USED	
53	NO TAG	2 5-DRAWER LATERAL FILING CABINETS	STEELCASE	JOINT COMMUNICATIONS	USED	
54	NO TAG	48" BULLETIN BOARD		JOINT COMMUNICATIONS	USED	
55	NO TAG	3 GREEN FOLD UP NESTING CHAIRS		JOINT COMMUNICATIONS	USED	



56	NO TAG	FOLDING COT		JOINT COMMUNICATIONS	USED	
57	NO TAG	2 - 5 DRAWER LATERAL FILING CABINETS	STEELCASE	JOINT COMMUNICATIONS	USED	
58	NO TAG	THREE DOOR CABINET		JOINT COMMUNICATIONS	USED	
59	NO TAG	IRONING BOARD		JOINT COMMUNICATIONS	USED	
60	NO TAG	4 OLD MULTI DRAWER CABINETS		JOINT COMMUNICATIONS	USED	
61	NO TAG	MEDIUM SIZE WOODEN BOOKSHELF		JOINT COMMUNICATIONS	USED	
62	NO TAG	2 OLD PRINTER STANDS		JOINT COMMUNICATIONS	USED	
63	NO TAG	3-DOOR BASE CABINET		JOINT COMMUNICATIONS	USED	
64	NO TAG	ASSORTED BINDERS		JOINT COMMUNICATIONS	USED	
65	NO TAG	CARD HOLDER	ROLEDEX	JOINT COMMUNICATIONS	USED	
66	14243	OFFICE CHAIR		INFORMATION TECHNOLOGY	USED	
67	12918	OFFICE CHAIR		INFORMATION TECHNOLOGY	USED	

68	13700	OFFICE CHAIR		INFORMATION TECHNOLOGY	USED	
69	16458	OFFICE CHAIR		CIRCUIT COURT	POOR	REMOVE FROM INVENTORY
70	13129	OFFICE CHAIR		CIRCUIT COURT	POOR	REMOVE FROM INVENTORY
71	NO TAG	TWO DRAWER FILING CABINET		JOINT COMMUNICATIONS	USED	

cc: Caryn Ginter. Auditor's office  
Surplus File

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4-5-2017

Fixed Asset Tag Number: —

Description of Asset:

2000 Revised Statutes  
and Supplement Books up to 2014

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain

Other Information (Serial number, etc.): —

Condition of Asset:

GOOD

Reason for Disposition:

2016 Revised Set in place.

Location of Asset and Desired Date for Removal to Storage: 801 E. Walnut, Ste. 211 - ASAP

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name:

County Counselor  
2016

Signature

[Signature]

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4-15-17

Fixed Asset Tag Number: NO TAG - From COURT HOUSE

Description of Asset:

GE SECURITY - STORE SAFE PRO II DVR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

SNA D606-YP12-5D0822

Condition of Asset:

FUNCTIONAL - OUTDATED

Reason for Disposition:

Replacement

Location of Asset and Desired Date for Removal to Storage: G.C. Rm 123 Any DATE

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: FM-<sup>6103</sup> SECURITY TREASURY SIGNATURE: [Signature]

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 NR

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-26-17

Signature [Signature]

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4-12-17

FIXED ASSET TAG NUMBER: None

DESCRIPTION: 4 boxes of old cell phones, chargers + cases.

(located by Kari's desk at Sheriff's dept.)

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: However you typically dispose of electronic equipment

**RECEIVED**

APR 13 2017

CONDITION OF ASSET: Fair

**BOONE COUNTY AUDITOR**

REASON FOR DISPOSITION: outdated. They have been replaced by new ones.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff 1251

SIGNATURE

*Kari Baily*

**AUDITOR**

ORIGINAL PURCHASE DATE NO DATA

RECEIPT INTO 1190-3836 HQ

ORIGINAL COST \_\_\_\_\_

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED 6-26-17

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/12/2017

FIXED ASSET TAG NUMBER: 08993

DESCRIPTION: wood framed lounge chair with vinyl cushions

**RECEIVED**

REQUESTED MEANS OF DISPOSAL:

APR 13 2017

OTHER INFORMATION:

**BOONE COUNTY AUDITOR**

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Lounge Chair broken

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A

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

DEPARTMENT: 1242 JJC

SIGNATURE *[Signature]*

**AUDITOR**

ORIGINAL PURCHASE DATE 2-23-95

RECEIPT INTO 1190-3836 NA

ORIGINAL COST \$769.76

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2782

GRANT NAME \_\_\_\_\_

ASSET GROUP 1602

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED 6-20-17

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL TRANSFER OF COUNTY PROPERTY

DATE: 4-12-2017

FIXED ASSET TAG NUMBER: 13098

DESCRIPTION: 55 pcs 11/2"x1"x48" bracket; 44 pcs 1/2"x1"x23" bracket; 12 pcs 1/4"x4"x21" bracket; 12 pcs 1/4"x4"x48" bracket; 4 pcs 1"x24"x64 1/2" outer walls; 2 pcs 2"x24"x64 1/2" center walls; 14 pcs 1/2"x24"x42" shelves; 12 pcs 1"x24"x48" shelves; bag of nuts and ~~REQUESTED MEANS OF DISPOSAL~~ bolts

OTHER INFORMATION: The above mentioned pieces are part of the Tag Mobile System (filing) in use at the Juvenile Office located at the Juvenile Office at the Courthouse.  
CONDITION OF ASSET:

REASON FOR DISPOSITION: JJC no longer has room to store.

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THE **RECEIVED**  
OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: N/A

APR 13 2017

**BOONE COUNTY AUDITOR**

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

DEPARTMENT: 1242 JJC

SIGNATURE *[Signature]*

**AUDITOR**

ORIGINAL PURCHASE DATE \_\_\_\_\_ RECEIPT INTO N/A

ORIGINAL COST \_\_\_\_\_ GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_ GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP \_\_\_\_\_ DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED 6-20-17

SIGNATURE *[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/28/17

FIXED ASSET TAG NUMBER: ID Tag #1940

DESCRIPTION: 1 drawer portable blond file cabinet

REQUESTED MEANS OF DISPOSAL: surplus

OTHER INFORMATION:

CONDITION OF ASSET: fair

REASON FOR DISPOSITION: No longer using

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: May 5, 2017

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

DEPARTMENT: Circuit Court 1210

SIGNATURE

*Mary Egan*

**AUDITOR**

ORIGINAL PURCHASE DATE

*Already Retired  
in system*

RECEIPT INTO

*1190-3836*

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER *279-2017*

DATE APPROVED

*6-20-17*

SIGNATURE

*[Signature]*

RECEIVED

APR 28 2017

BOONE COUNTY AUDITOR



# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/28/17

FIXED ASSET TAG NUMBER: ID Tag #11920

DESCRIPTION: 5 drawer blond letter size file cabinet

REQUESTED MEANS OF DISPOSAL: surplus

RECEIVED

OTHER INFORMATION:

APR 28 2017

CONDITION OF ASSET: fair

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: No longer using

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: May 5, 2017

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court 1210

SIGNATURE

*Mary Sperry*

### AUDITOR

ORIGINAL PURCHASE DATE 6-3-99

RECEIPT INTO 1190-3836

NA

ORIGINAL COST \$200-00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

1602

DOCUMENTATION ATTACHED (Y/N)

TRANSFER CONFIRMED

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED

6-20-17

SIGNATURE

*[Signature]*

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4-12-2017

FIXED ASSET TAG NUMBER: 16538

DESCRIPTION: GBC 32205 Paper Shredder

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: GBC 32205

CONDITION OF ASSET: Poor -

REASON FOR DISPOSITION: Does Not Work - short in motor

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE ASAP

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

DEPARTMENT: 1242 JJC

SIGNATURE *[Signature]*

**AUDITOR**

ORIGINAL PURCHASE DATE 4-25-08

RECEIPT INTO 1190-3836 HQ

ORIGINAL COST \$495.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1601

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED 6-20-17

SIGNATURE *[Signature]*

**RECEIVED**

APR 13 2017

**BOONE COUNTY AUDITOR**

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 4/12/2017

FIXED ASSET TAG NUMBER: 16179

RECEIVED

DESCRIPTION: Clothes Washer

APR 13 2017

REQUESTED MEANS OF DISPOSAL:

BOONE COUNTY AUDITOR

OTHER INFORMATION: Whirlpool front load white

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Does Not Work - circuit board; water pump; door about to fall off

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ~~ASAP~~ ASAP - JJC garage

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

DEPARTMENT: 1242 JJC

SIGNATURE 

### AUDITOR

ORIGINAL PURCHASE DATE 2-16-07

RECEIPT INTO 1190-3836

ORIGINAL COST \$885.00

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2731

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1604

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

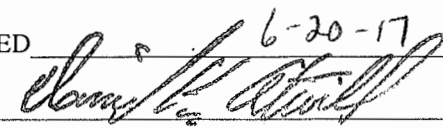
INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 279-2017

DATE APPROVED 6-20-17

SIGNATURE 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/3/17

Fixed Asset Tag Number: NO ID TAGS

Description of Asset: FILE FOLDERS , large quantity

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good

Reason for Disposition: No longer use.

Location of Asset and Desired Date for Removal to Storage: Judges Office, Room 235, Courthouse

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court - Fund #1210

Signature Mary Effing

**To be Completed by: AUDITOR**

Original Acquisition Date NO Data

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature [Signature]

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

Date: 5/5/17

Fixed Asset Tag Number: 12477

APR 10 2017

Description of Asset: Krug K2 Series Chair

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): Oak guest chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?     YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?     YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature *Ronnie Atkins*

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00    G/L Account for Proceeds 1190-3836    HA

Original Acquisition Amount \$176.40

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer    Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade    \_\_\_\_ Auction    \_\_\_\_ Sealed Bids

\_\_\_\_ Other    Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 5/5/17

Fixed Asset Tag Number: 12479

Description of Asset: Krug K2 Series Chair

**RECEIVED**

APR 10 2017

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): Oak guest chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature

*Bonnie Perkins*

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190-3836 *HE*

Original Acquisition Amount \$176.40

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

Date: 5/5/17

Fixed Asset Tag Number: 12480

APR 10 2017

Description of Asset: Krug K2 Series Chair

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): Oak guest chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature Bonnie Wilson

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190-3836 NC

Original Acquisition Amount \$176.40

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-28-17

Signature [Signature]

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 5/5/17

Fixed Asset Tag Number: 12483

**RECEIVED**

Description of Asset: Krug K2 Series Chair

APR 10 2017

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Oak guest chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature

*Bonnie Atkins*

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190-3836

NA

Original Acquisition Amount \$176.40

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature

*Donna L. Atwell*



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 5/5/17

Fixed Asset Tag Number: 12484

**RECEIVED**

Description of Asset: Krug K2 Series Chair

APR 10 2017

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Oak guest chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?    YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?    YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature Bonnie Adams

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190-3836 HA

Original Acquisition Amount \$17640

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade      \_\_\_\_ Auction      \_\_\_\_ Sealed Bids

\_\_\_\_ Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature Daniel K. Atwell

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 5/5/17

Fixed Asset Tag Number: 12485

**RECEIVED**

Description of Asset: Krug K2 Series Chair

APR 10 2017

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain: **BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Oak arm chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature *Bonnie Adams*

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190 - 3836 HQ

Original Acquisition Amount \$194.04

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 5/5/17

Fixed Asset Tag Number: 12489

**RECEIVED**

Description of Asset: Krug K2 Series Chair

APR 10 2017

Requested Means of Disposal:  Sell    Trade-In    Recycle/Trash    Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Oak arm chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES    NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES    NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature Bonnie Atkins

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$194.04

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/5/17

Fixed Asset Tag Number: 12491

RECEIVED

Description of Asset: Krug K2 Series Chair

APR 10 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain **BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): Oak arm chair with blue fabric

Condition of Asset: O.K. - Seat is stained

Reason for Disposition: Received grant funding to replace furniture in Witness Waiting Room

Location of Asset and Desired Date for Removal to Storage: Witness Waiting Room - Prosecutor's Office-  
Remove May 5, 2017 afternoon.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 PA Administration

Signature Bonnie Adams

**To be Completed by: AUDITOR**

Original Acquisition Date 5-22-00 G/L Account for Proceeds 1190-3836 na

Original Acquisition Amount \$194.04

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/4/2017

Fixed Asset Tag Number: NONE

Description of Asset: Nokia cell phones. Models 2610, 6010, 6030; TriStar & Midwest paging branded Motorola Alpha-numeric pagers, Daviscomms printer pager receivers.

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Nokia cell phones and alpha-numeric pagers may be sold if market exists. Don't know about printer pager receivers.

Other Information (Serial number, etc.):

Condition of Asset: Used but working

Reason for Disposition: Replaced or no longer in use.

Location of Asset and Desired Date for Removal to Storage: Voter Registration office

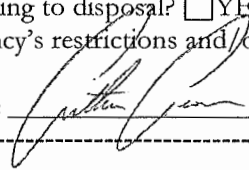
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 Voter Registration

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved [Signature] 6-30-17



RECEIVED  
MAY 04 2017  
BOONE COUNTY AUDITOR

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 10 2017

BOONE COUNTY AUDITOR

Date: 05/09/17

Fixed Asset Tag Number: 8507

Description of Asset: Desk

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Old

Reason for Disposition: No longer needed

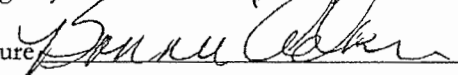
Location of Asset and Desired Date for Removal to Storage: Prosecuting Attorney's - Jessica Watson's Desk

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 Prosecuting Attorney

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 1-13-92

G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount \$ 567.92

Original Funding Source 2782

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 4-18-2017

Fixed Asset Tag Number: none 12139

Description of Asset: EQUIPMENT RACK

**RECEIVED**

APR 20 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.):

Condition of Asset: POOR

Reason for Disposition: REMOVED AS PART OF CEREMONIAL COURTROOM RENOVATION

Location of Asset and Desired Date for Removal to Storage: CEREMONIAL MEDIA ROOM - ASAP

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1230 - JURY & COURT SERVICES

Signature: Mary Egan

**To be Completed by: AUDITOR**

Original Acquisition Date: Already Retired in System

G/L Account for Proceeds: 1190-3836 HQ

Original Acquisition Amount: \_\_\_\_\_

Original Funding Source: \_\_\_\_\_

Account Group: \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature: [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4-19-2017

Fixed Asset Tag Number: NONE

Description of Asset: CEILING-MOUNTED SPEAKERS - ONE PAIR (2)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

RECEIVED

Other Information (Serial number, etc.):

APR 20 2017

Condition of Asset: POOR

BOONE COUNTY AUDITOR

Reason for Disposition: REMOVED AS PART OF CEREMONIAL COURTROOM RENOVATION

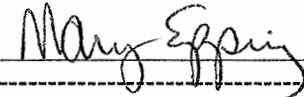
Location of Asset and Desired Date for Removal to Storage: CEREMONIAL MEDIA ROOM - ASAP

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1230 - JURY & COURT SERVICES

Signature: 

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

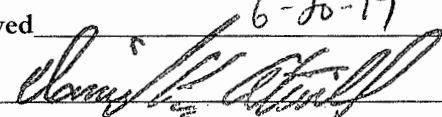
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature: 





**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 04/18/2017 Fixed Asset Tag Number: <none>

Description of Asset: SmartPhone / SGH-I317

Requested Means of Disposal: Recycle/Trash

Other Information: SERIAL NUMBER: 355428051987141

Condition of Asset: OUTDATED

Reason for Disposition: ROUTINE REPLACEMENT

Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: 1 / Room: Technology Services - IMMEDIATELY

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1210-Circuit Court SIGNATURE: Mary Eppin

**RECEIVED**

APR 20 2017

**BOONE COUNTY AUDITOR**

To be Completed by: AUDITOR

Original Acquisition Date

NO DATA

G/L Acct for Proceeds 1190-3836 HA

Original Acquisition Amount

Original Funding Source

Account Group

To be Completed by : COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method;

Transfer

Department Name: \_\_\_\_\_ Number \_\_\_\_\_

Location within Department: \_\_\_\_\_

Individual: \_\_\_\_\_

Trade

Auction

Sealed Bids

Other

Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approve: 6-20-17

Signature: *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 04/18/2017 Fixed Asset Tag Number: <none>

Description of Asset: 27" CRT Television / AV-27530

Requested Means of Disposal: Recycle/Trash

Other Information: SERIAL NUMBER: 11019496

Condition of Asset: OUTDATED

Reason for Disposition: ROUTINE REPLACEMENT

Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: Ground / Room: Juvenile Storage - IMMEDIATELY

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1210- Circuit Court

SIGNATURE: Mary Egan

**RECEIVED**

APR 20 2017

**BOONE COUNTY AUDITOR**

To be Completed by: AUDITOR

Original Acquisition Date

NO DATA

G/L Acct for Proceeds 1190-3836

HA

Original Acquisition Amount

Original Funding Source

Account Group

To be Completed by : COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method;

Transfer

Department Name: \_\_\_\_\_ Number \_\_\_\_\_

Location within Department: \_\_\_\_\_

Individual: \_\_\_\_\_

Trade

Auction

Sealed Bids

Other

Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approve: 6-20-17

Signature Daniel L. Smith

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 04/18/2017 Fixed Asset Tag Number: 08092  
 Description of Asset: 20" CRT Television / KV20TR23  
 Requested Means of Disposal: Recycle/Trash  
 Other Information: SERIAL NUMBER: 8139650  
 Condition of Asset: OUTDATED  
 Reason for Disposition: ROUTINE REPLACEMENT  
 Location of Asset and Desired Date for Removal To Storage: Boone County Courthouse / Floor: Ground / Room: Juvenile Storage - IMMEDIATELY

**RECEIVED**  
 APR 20 2017  
**BOONE COUNTY AUDITOR**

Was Asset Purchased with Grant Funding? NO

DEPARTMENT: 1241-Juvenile Office SIGNATURE: Mary Espino

To be Completed by: AUDITOR

Original Acquisition Date 3-16-94 G/L Acct for Proceeds 1190-3836 HA  
 Original Acquisition Amount \$279.95  
 Original Funding Source 2731  
 Account Group 1604

To be Completed by : COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method;

Transfer Department Name: \_\_\_\_\_ Number \_\_\_\_\_  
 Location within Department: \_\_\_\_\_  
 Individual: \_\_\_\_\_  
 Trade  Auction  Sealed Bids  
 Other Explain \_\_\_\_\_

Commission Order Number 279-2017  
 Date Approve: 6-30-17  
 Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

**RECEIVED**

Description of Asset: Display cases - quantity 2, one table top one wall mounted (Front lobby)

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

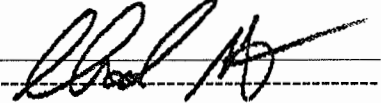
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 HP

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

Description of Asset: 35 inch round table (Break room)

**RECEIVED**

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

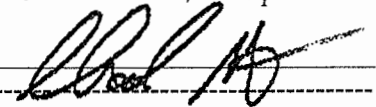
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

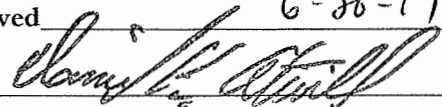
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

Description of Asset: Electric oven (Break room)

**RECEIVED**

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: Desk, wood top metal sides (Old MSAG office)

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

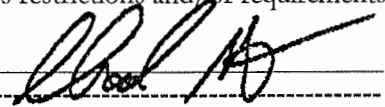
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 Na

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_


Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: Wooden desk with 2 file drawers (Old Adm Asst office)

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

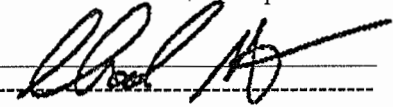
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

Description of Asset: Grey upholstered visotor chairs - quantity 2 (Old Adm Asst office)

RECEIVED

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

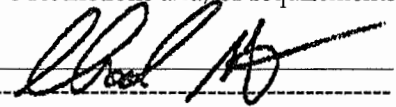
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 19 2017

Date: 5/18/17

Fixed Asset Tag Number: No ID Tag #

Description of Asset: Assorted Binders

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Assorted width, color and size binders

Condition of Asset: Good

Reason for Disposition: No longer use

Location of Asset and Desired Date for Removal to Storage: Courthouse, Judges Office, Room 235

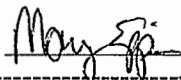
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 *eg*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 19 2017

BOONE COUNTY AUDITOR

Date: 5/18/17

Fixed Asset Tag Number: No ID Tag #

Description of Asset: Roledex card holder

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): Plastic smoke colored

Condition of Asset: Good

Reason for Disposition: No longer use

Location of Asset and Desired Date for Removal to Storage: Courthouse, Judges Office, Room 235

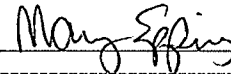
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 1190-3836 cy

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

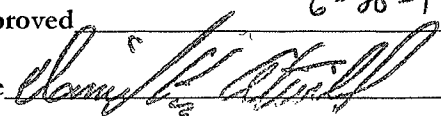
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 03/30/2017

Fixed Asset Tag Number: 14243

**RECEIVED**

Description of Asset: Office Chair

MAR 30 2017

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Acquired: 11/19/2003

Reason for Disposition: Replacement

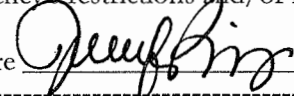
Location of Asset and Desired Date for Removal to Storage: A.S.A.P in GC Room 123

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 11-19-03

G/L Account for Proceeds 1190-3836 HQ

Original Acquisition Amount \$377.52

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 03/30/2017

Fixed Asset Tag Number: 12918

**RECEIVED**

Description of Asset: Office Chair

MAR 30 2017

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Acquired: 04/19/2001

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: A.S.A.P in GC Room 123

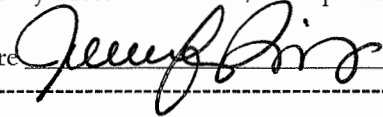
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 4-19-01

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$216.75

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

MAR 30 2017

**BOONE COUNTY AUDITOR**

Date: 03/30/2017

Fixed Asset Tag Number: 13700

Description of Asset: Office Chair

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): N/A

Condition of Asset: Acquired: 12/17/2002

Reason for Disposition: Replacement

Location of Asset and Desired Date for Removal to Storage: A.S.A.P in GC Room 123

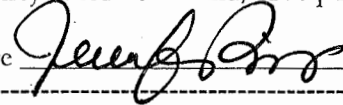
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 12-17-02

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount \$377.52

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 06/01/17

Fixed Asset Tag Number: 16458

RECEIVED

JUN - 6 2017

Description of Asset: Green fabric office chair with handles

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor, fabric torn, arm rest broken

Reason for Disposition: No longer use

Location of Asset and Desired Date for Removal to Storage: Courthouse, Judge's Office, Room 235, Law Library

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court

Signature

*Mary Egan*

**To be Completed by: AUDITOR**

Original Acquisition Date 2/22/2008

G/L Account for Proceeds 1190-3836

Original Acquisition Amount 438.00

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature *David K. Atwell*



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

JUN - 6 2017

BOONE COUNTY AUDITOR

Date: 06/01/17

Fixed Asset Tag Number: 13129

Description of Asset: Gray fabric office chair with handles

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Poor, fabric torn

Reason for Disposition: No longer use

Location of Asset and Desired Date for Removal to Storage: Courthouse, Judge's Office, Room 235, Law Library

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court

Signature

*Mary Epping*

**To be Completed by: AUDITOR**

Original Acquisition Date 11/1/2001

G/L Account for Proceeds 1190-3836

Original Acquisition Amount 209.00

Original Funding Source 2731

Account Group 1602

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature *Dennis H. Stull*

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/16/17

Fixed Asset Tag Number: none

MAY 17 2017

Description of Asset: Two drawer filing cabinet

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

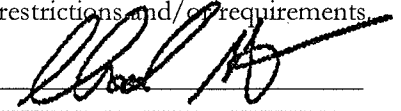
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 ag

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 278-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

Description of Asset: Wooden credenza with 2 file drawers (Old Adm Asst office)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any **RECEIVED**

Other Information (Serial number, etc.): N/A

APR 21 2017

Condition of Asset: Used

**BOONE COUNTY AUDITOR**

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/17

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: L-shaped desk (in old supervisors office)

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

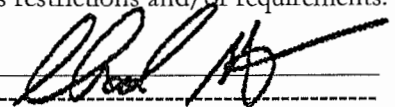
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 4/21/2017

Fixed Asset Tag Number: None

**RECEIVED**

Description of Asset: L-shaped desk (Old Deputy Director Office)

APR 21 2017

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

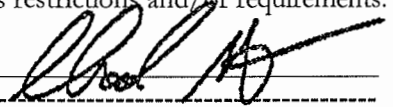
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature \_\_\_\_\_



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

APR 21 2017

BOONE COUNTY AUDITOR

Date: 4/21/2017

Fixed Asset Tag Number: None

Description of Asset: L-shaped desk with 3 file drawers (Old Ops Mgr Office)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

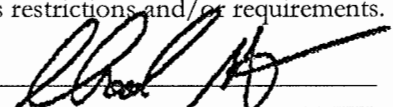
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

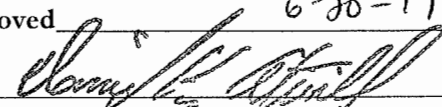
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: Credenza floor cabinet (Old Ops Mgr Office)

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

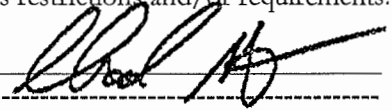
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 4/21/2017

Fixed Asset Tag Number: None

**RECEIVED**

Description of Asset: 20 inch round side table (Old Ops Mgr Office)

**APR 21 2017**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

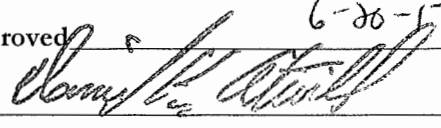
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: wall mounted overhead cabinets - quantity 2 (Old Ops Mgr Office)

APR 21 2017

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

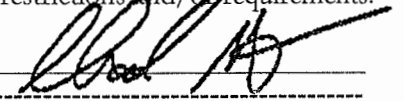
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds

2701-3836 *He*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: Wall mounted cabinet - quantity 2 (Old Deputy Director Office)

APR 21 2017

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

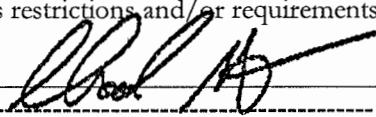
Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

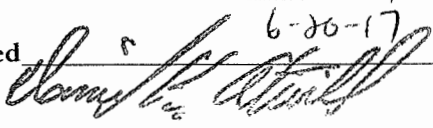
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 4/21/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: Corner display shelf unit

APR 21 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

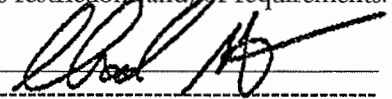
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 4/21/2017

Fixed Asset Tag Number: None

APR 21 2017

Description of Asset: Model NA-2 Air purifier (quantity 2)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 4/21/2017

Fixed Asset Tag Number: None

APR 21 2017

Description of Asset: Corner display shelf unit (Ops Mgr old office)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

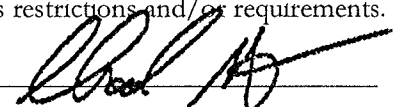
Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

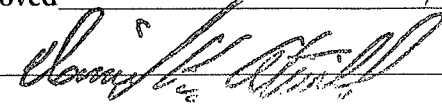
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 4/21/2017

Fixed Asset Tag Number: None

APR 21 2017

Description of Asset: 3-shelf credenza (Ops Mgr old office)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO  
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

Date: 4/21/2017

Fixed Asset Tag Number: None

APR 21 2017

Description of Asset: Old upholstered chair (end of admin hallway)

**BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: BCJC no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 4/21/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 Ha

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_


Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/1/2017

Fixed Asset Tag Number: None

MAY 01 2017

Description of Asset: 36" bulletin board in the break room

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7<sup>th</sup> Street, Suite A, 5/1/2017

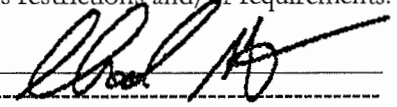
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-28-17

Signature 



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Four blue chairs with aluminum frames from break room

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7<sup>th</sup> Street, Suite A, 5/1/17

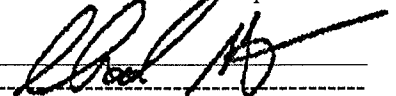
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

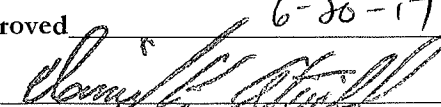
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Brown upholstered visitor chair

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

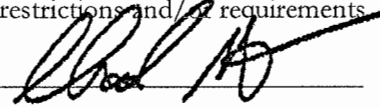
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 Na

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/1/2017

Fixed Asset Tag Number: None

MAY 01 2017

Description of Asset: Two 5-drawer lateral Steelcase filing cabinets (old MSAG office)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

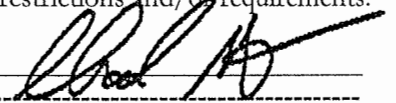
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 *NR*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

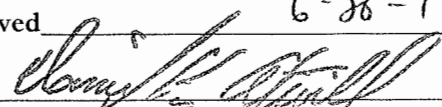
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/1/2017

Fixed Asset Tag Number: None

MAY 01 2017

Description of Asset: Hon brand 3-drawer lateral filing cabinet (old MSAG office)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

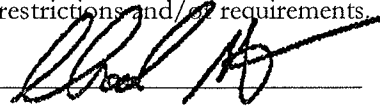
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: 4-shelf wooden book shelf (old MSAG office)

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_

**To be Completed by: AUDITOR** NO DATA

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature [Signature]

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Bulletin board (old MSAG office)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_

**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_ NO DATA

G/L Account for Proceeds 2701-3836 *HA*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-30-17

Signature *Daniel K. Stull*

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/1/2017

Fixed Asset Tag Number: None

MAY 01 2017

Description of Asset: Two Steelcase brand 5-drawer lateral filing cabinet (old Admin Coor office) **BOONE COUNTY AUDITOR**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

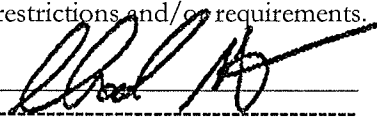
Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

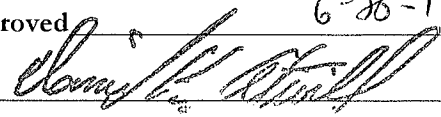
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/1/2017

Fixed Asset Tag Number: None

RECEIVED

Description of Asset: 48" bulletin board (old Admin Coor office)

MAY 01 2017

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 HA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

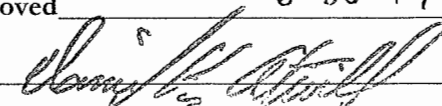
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 



**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

**RECEIVED**

MAY 01 2017

**BOONE COUNTY AUDITOR**

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Three green fold up nesting chairs (old supervisor office)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date NO DATA

G/L Account for Proceeds 2701-3836 HQ

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

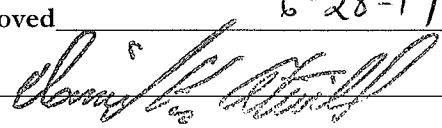
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-28-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Folding cot (old supervisor office)

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR** *NO DATA*

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds *2701-3836 HA*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

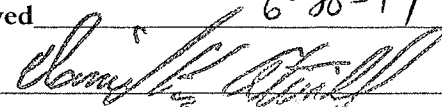
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number *279-2017*

Date Approved *6-20-17*

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/2017

Fixed Asset Tag Number: None

Description of Asset: Two Steelcase brand 5-drawer lateral filing cabinets

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 17 North 7th Street, Suite A, (hallway) 5/1/2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR NO DATA**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

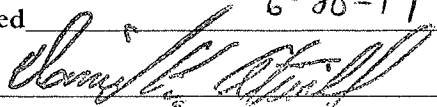
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 01 2017

BOONE COUNTY AUDITOR

Date: 5/1/17

Fixed Asset Tag Number: none

Description of Asset: ~~Two~~ <sup>ONE</sup> 3-door cabinets in old Ops Room

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Transfer to BCSD

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

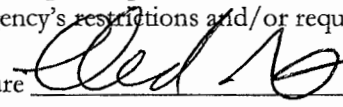
Location of Asset and Desired Date for Removal to Storage: 17 N 7<sup>th</sup> Street, Suite A, 5/1/17

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Comm

Signature 

**To be Completed by: AUDITOR NO DATA**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds N/A NA

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

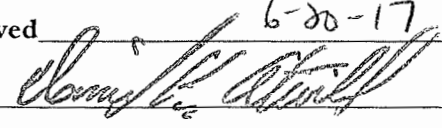
Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/16/17

Fixed Asset Tag Number: none

MAY 17 2017

Description of Asset: Ironing board

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

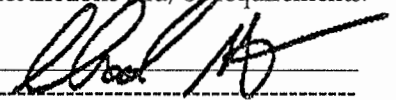
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 eg

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

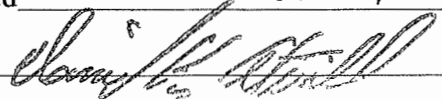
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/16/17

Fixed Asset Tag Number: none

MAY 17 2017

Description of Asset: 4 - Old multi drawer cabinets

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

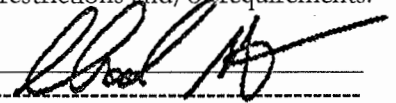
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 *ccj*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

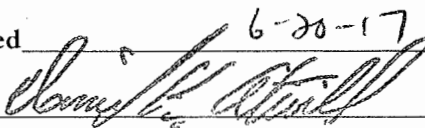
Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 5/16/17

Fixed Asset Tag Number: none

MAY 17 2017

Description of Asset: Medium size wooden bookshelf

BOONE COUNTY  
AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

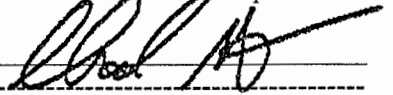
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 *cg*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

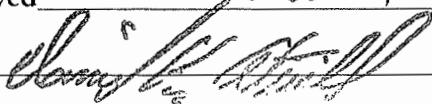
\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature \_\_\_\_\_



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 17 2017

BOONE COUNTY  
AUDITOR

Date: 5/16/17

Fixed Asset Tag Number: none

Description of Asset: 2 - old printer stands

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

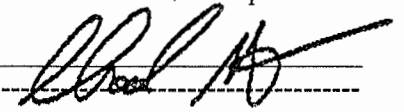
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature \_\_\_\_\_



**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3835

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

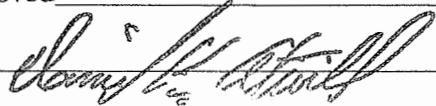
\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-28-17

Signature \_\_\_\_\_





# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

MAY 17 2017

BOONE COUNTY  
AUDITOR

Date: 5/16/17

Fixed Asset Tag Number: none

Description of Asset: 3 door base cabinet

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Any

Other Information (Serial number, etc.): N/A

Condition of Asset: Used

Reason for Disposition: Department no longer needs

Location of Asset and Desired Date for Removal to Storage: 101 N 7<sup>th</sup> street, N/A - already moved

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2701 - Joint Communications

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date \_\_\_\_\_

G/L Account for Proceeds 2701-3836 *ccj*

Original Acquisition Amount \_\_\_\_\_

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 279-2017

Date Approved 6-20-17

Signature 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of

June

20

17

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

Now on this day the County Commission of the County of Boone, pursuant to the provisions of RSMo Sec. 49.101, does hereby appoint Art Auer as Interim County Clerk effective June 24, 2017. The interim County Clerk shall discharge the duties of the office until the governor appoints a successor as provided by law.

Done this 20th day of June, 2017

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Fred J. Parry  
Fred J. Parry

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

Vernon's Annotated Missouri Statutes Title VI. County, Township and Political Subdivision Government (Refs & Annos) Chapter 49. County Commissions and County Buildings (Refs & Annos) County Commission
---

V.A.M.S. 49.101

49.101. County offices, vacancy, interim appointment

Effective: August 28, 2012

Currentness

In the event of a vacancy in the county offices of county clerk, county auditor, and county assessor, whether such vacancy is by reason of death, resignation, removal, refusal to act, or any other reason, the county commission shall appoint an interim county official to discharge the duties of the office until the governor appoints a successor as provided under state law. At the time of the appointment of a replacement by the governor, the interim appointment shall expire. Such interim appointment by the county commission shall provide the interim county official with all of the protections, bonding requirements, tenants, and other provisions relating to such office.

**Credits**

(L.2012, H.B. No. 1340, § A.)

V. A. M. S. 49.101, MO ST 49.101

Statutes are current with emergency legislation approved through March 30, 2017, of the 2017 First Regular Session of the 99th General Assembly. Constitution is current through the November 8, 2016 General Election.

---

End of Document

© 2017 Thomson Reuters. No claim to original U.S. Government Works.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of

June

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Greenbelt Land Trust of Mid-Missouri from 6:30 p.m. to 9:30 p.m. for the following dates in 2017:

July 18

August 15

September 19

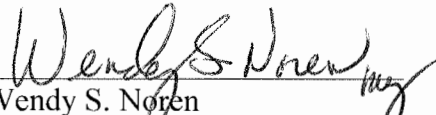
October 17

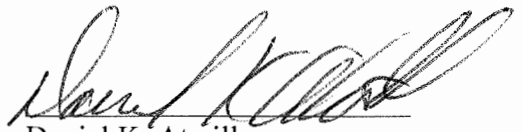
November 21

December 19

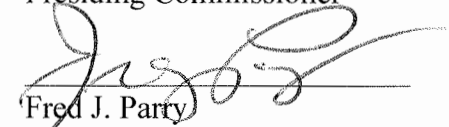
Done this 20th day of June, 2017.

ATTEST:

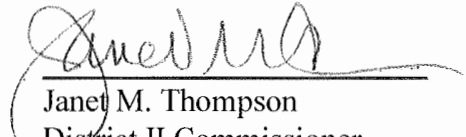
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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



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

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Greenbelt Land Trust of Mid-Missouri  
Address: P.O. Box 174  
City: Columbia State: MO ZIP Code: 65205  
Phone: (573) 340-3927 Website: greenbeltmissouri.org  
Individual Requesting Use: Michael Powell Position in Organization: Executive Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Board of Directors Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting Third Tues each month

Date(s) of Use: 1/17/17, 2/20/17, 3/21/17, 4/18/17, 5/16/17, 6/20/17, 7/18/17, 8/15/17, 9/19/17,

Start Time of Setup: 6:30 AM/PM 10/17/17, 11/21/17, 12/19/17 Start Time of Event: 7:00 PM

End Time of Event: 9:00 AM/PM 9:30 PM End Time of Cleanup: 9:30 PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Tide: Michael Powell, Executive Director

Phone Number: (573) 340-3927 Date of Application: 1/4/17

Email Address: mpowell@greenbeltmissouri.org

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

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:  
Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI  
Paul Atwill  
County Commissioner

DATE: 6-20-17

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 17

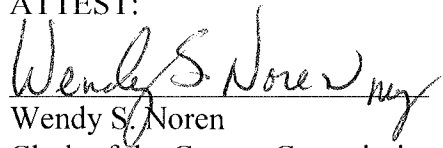
In the County Commission of said county, on the 20th day of June 20 17

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


Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by Missouri Militia 1<sup>st</sup>/7th from 6:00 p.m. to 8:00 p.m. for the following dates in 2017:

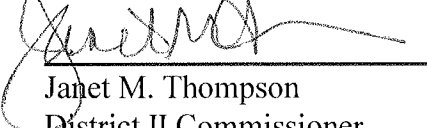
- |              |             |
|--------------|-------------|
| July 10      | October 16  |
| August 14    | November 13 |
| September 11 | December 11 |

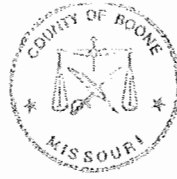
Done this 20th day of June, 2017.

ATTEST:  
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



Order #  
6-20-17

# Boone County Commission

sent to Dink 11-28-16

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

2-6-17

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: MISSOURI PHITIA 1st/7th

Address: 177 S. GLEBE LANE

City: Centralia State: MO ZIP Code: 65246

Phone: 573 808 1497 Website: MISSOURI PHITIA.COM

Individual Requesting Use: Randall Simmons Position in Organization: Sr

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Monthly Meetings

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Jan 14 / Feb 13 / Mar 13 / Apr 19 / May 15 / June 12 / July 10 / Aug 14 / Sept 11 / Oct 16 / Nov 13 Dec 11

Start Time of Setup: 6:00 AM/PM Start Time of Event: 6:00 AM/PM

End Time of Event: 8:00 AM/PM End Time of Cleanup: 8:20 AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Randall Simmons

Phone Number: 573 808 1497 Date of Application: Dec 27 2016

Email Address: RESIM@COUNTYMO.GOV

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

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noren  
County Clerk

Randall K. Atwill  
County Commissioner

DATE: 6-20-17

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of June

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by Centralia Second Chance AA Group for every Sunday, Wednesday and Saturday beginning July 1, 2017 through December 31, 2017 from 5:45 p.m. to 7:15 p.m.

Done this 20th day of June, 2017.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner





# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Centralia 2nd Chance AA group

Address: 1389 E Hwy 22 Lot #25

City: Centralia State: MO ZIP Code: 65240

Phone: 573-289-2141 Website: N/A

Individual requesting Use: Robin Pratt Position in Organization: GSG Govt Service Rep

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: AA meetings

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Every Sunday, Wednesday and Saturday

Start Time of Setup: 5:45 AM  PM Start Time of Event: 6:00 AM  PM

End Time of Event: 7:00 AM  PM End Time of Cleanup: 7:15 AM  PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: General Service Representative Robin Pratt

Phone Number: 573-289-2141 Date of Application: 04 JAN 2017

Email Address: rpratt\_rn@yahoo.com

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:  
Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI  
Daniel K. Atwill  
County Commissioner

DATE: 6-20-17

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of

June

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by Alternative Sentencing for June 20, 2017 from 1:00 p.m. to 5:00 p.m.


Done this 20th day of June, 2017.

ATTEST:

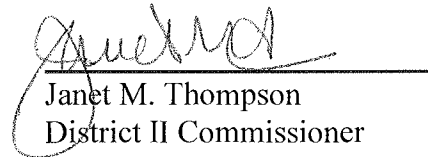
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

Organization: Alternative Sentencing

Address: 607 E. Ash Street

City: Columbia State: MO ZIP Code: 65201

Phone: 573-886-9181 Website: \_\_\_\_\_

Individual Requesting Use: Michael Prinevalli

Position in Organization: Treatment Coordinator

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: Michael.Prinevalli@boonegov.org

Event: Drug Court Graduation

Description of Use (ex. Concert, speaker, 5K): Drug Court Graduation

Date(s) of Use: 6/20/17

Start Time of Setup: 1:00 AM/PM PM

Start Time of Event: 2:00 AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 5:00 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 AM/PM PM

Emergency Contact During Event: Christina Wyatt Phone: 573-924-4554

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoting

How many attendees (including volunteers) do you anticipate being at your event? 120

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

Rehears

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

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

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

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

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

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

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

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

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

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

Organization Representative/Title: Alternatives Sentencing

Address: 607 East Ash St, Columbia, MO 65201

Phone Number: 573 884-4101 Date of Application: 6/20/17

Email Address: Michael.pincovnik@courts.mo.gov

Signature: 

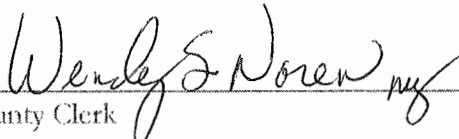
Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonccountymo.org](mailto:commission@boonccountymo.org).

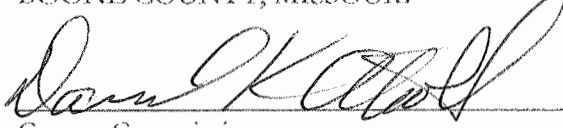
#### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:

BOONE COUNTY, MISSOURI

  
County Clerk

  
County Commissioner

DATE: 6-20-17

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

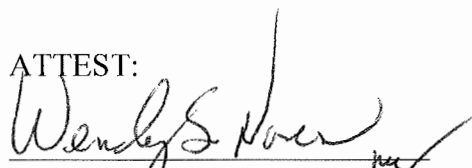
20th day of June 20 17

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

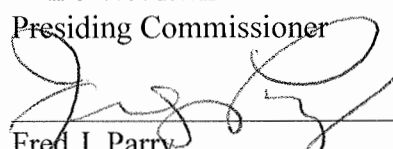
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, June 27, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

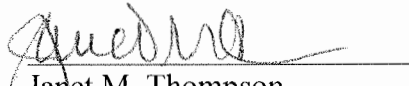
Done this 20th day of June, 2017.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner