

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

November 20 17

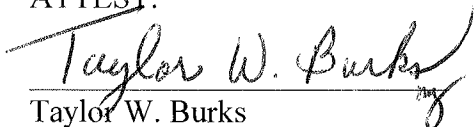
the following, among other proceedings, were had, viz:

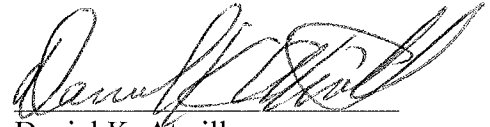
Now on this day the County Commission of the County of Boone does hereby award bid 37-28SEP17 – Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center to Meyer Electric Company of Columbia, MO.

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.

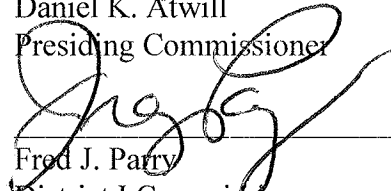
Done this 16th day of November, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

514-2017

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 7, 2017
RE: 2nd Reading of Bid Award Recommendation: 37-28SEP17 – *Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center*

Request for Bid 37-28SEP17 – *Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center* closed on October 5, 2017. Four bids were received. Information Technology recommends award by best bid to Meyer Electric Company of Columbia, Missouri for the following reasons (see attached):

Proposed Project Manager has 23 years of experience, Meyer Electric submitted 129 projects of relevant experience, and they proposed a completion date of 26 days sooner than the low bid.

Cost of project is \$219,653.00 and will be paid from 4050 – General Capital Fund Activity, account 92200 – Replacement Buildings & Improvements. \$420,000 is budgeted for this project.

ATT: Bid Tab
Information Technology Recommendation

cc: Bid File
Aron Gish, Ryan Irish / Information Technology

514-2017

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash Street, Rm. 110
Columbia, MO 65201
(573) 886-4391
(573) 886-4390

TO: Aron Gish
Director of Information Technology

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: October 5, 2017

RE: Bid Award Recommendation -- 37-28SEP17 -- Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

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

DEPARTMENT REPLY:

Department: 4050 – General Capital Fund Activity
Account: 92200 – Replacement Buildings & Improvements
Budgeted: \$420,000

- Award Bid by low bid for Option 1 to Meyer Electric
- Award Bid by low bid for Option 2 to ESL Comm
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: [Signature] Date: 10/23/17

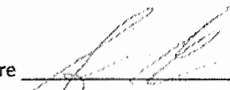
514-2017

37-28SEP17 – Replacement of Existing Cabling System
of 1st & 2nd Floors of the Boone County Government Center


Item	ESI.COMM	Meyer Electric
Project Manager Experience	6 years	
Project Begin	30 Days after NTP	10 Days after NTP
Project Complete	90 Days after NTP	75 Days after NTP
# of Completed Projects in last 4 yrs	4	2
Percentage Difference Is	2.14102 Less	2.14102 Greater
# of years doing contract as current firm	21	5

2.6-2017

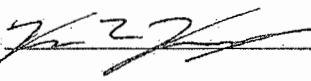
We would recommend accepting Meyer Electric bid for "Option 2" with a total of \$219,653.00 for CAT6 cabling in the Government Center. Please see the table above for the comparison of the two vendors.

Signature 

Date 10/23/17

Signature 

Date 10-23-17

Signature 

Date 10/23/17

* Bid 2.6-2017 applies to the items on page

5,4-2017

37-28SEP17 - REPLACEMENT OF EXISTING CABLING SYSTEM ON THE 1ST & 2ND FLOORS OF THE BOONE COUNTY GOVERNMENT CENTER				
BID TABULATION	ESI.Comm	Steel-Nett, LLC	Lan-Tel	Meyer Electric Company Inc.
OPTION 1	\$208,500.00	\$305,270.00	\$234,175.00	\$204,814.00
OPTION 2	\$215,000.00	\$356,684.00	\$259,890.00	\$219,653.00
STATEMENT OF BIDDER'S QUALIFICATIONS				
	YES	YES	YES	YES
BID FORM				
	YES	YES	YES	YES
ANTI-COLLUSION STATEMENT				
	YES	YES	YES	YES
SIGNATURE AND IDENTITY OF BIDDER				
	YES	YES	YES	YES
BIDDER'S ACKNOWLEDGMENT				
	YES	YES	YES	YES
WORK AUTHORIZATION CERTIFICATION				
	YES	YES	YES	YES
BID BOND OR CERTIFIED CHECK				
	YES	YES	YES	YES
BID RESPONSE				
	YES	YES	YES	YES

No Bids
BT Services

514-2017

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 **Meyer Electric Company, 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 37-28SEP17

**Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center
BOONE COUNTY, MISSOURI**

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

Option 2: All cable, equipment, and labor with cable and equipment meeting CAT6 requirements for the following:

Material: \$75,477.76
Labor: \$142,000.46
1% Bond: \$2,174.78
Total: \$219,653.00

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

Notice to Bidders
Bid Response
Statement of Bidder's Qualifications
Instructions to Bidders
Bid Form
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Work Authorization
Insurance Requirements
Contract Conditions
Contract Agreement
Performance Bond
Labor and Material Payment Bond
General Specifications
Special Project Conditions
Affidavit—OSHA Requirements
Affidavit--Prevailing Wage
State Wage Rates

514-2017

Boone County Standard Terms and Conditions
Boone County Prevailing Wage Order #24

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

The said Contractor agrees further to begin work within 10 days following receipt of the authorized date in the Notice to Proceed, and to complete the work within 84 calendar days after receipt of Notice to Proceed or such additional time as may be allowed by the Project Manager under the contract.

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with 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 Sub-Contractor 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 sub-Contractors, 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 sub-Contractor (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 sub-Contractor, or of anyone for whose acts the Contractor or its sub-Contractor 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 sub-Contractor (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 sub-Contractor, or of anyone for whose acts the Contractor or its sub-Contractor 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:

Two Hundred Nineteen Thousand Six Hundred Fifty-Three Dollars and Zero Cents (\$219,653.00)

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 11-16-17 at Columbia, Missouri. (Date)

MEYER ELECTRIC COMPANY, INC.

By: Leon J. Keller
Title: Leon J. Keller, Pres.

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Burk
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.)

June Pitchford by NA 11-13-17 4050/92200 - \$219,653.00
Signature Date Appropriation Account

Meyer Electric Co., Inc.

3513 North Ten Mile Drive
Jefferson City, MO 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

E-mail: office@meyerelectric.net

October 12, 2017

Boone County Purchasing Dept.
Columbia, MO

Attn: Melinda Bobbitt

Re: Boone County 911
CAT6 Bid Breakdown
Meyer Electric #ME25194

Dear Melinda:

The following breakdown is for the CAT6 cabling in the Government Center, per our bid dated 10/5/17.

Material	Quantity	Unit Price	Extension
Panduit Racks	3	121.38	\$364.14
Panduit Vertical Manager	4	396	\$1,584.00
Beeline BCH64	200	4.45	\$890.00
Beeline BCH32	200	1.84	\$368.00
Beeline BCH21	200	1.61	\$322.00
Beeling BCH12	200	1.04	\$208.00
CAT6 CMP	250000	0.2507	\$62,675.00
4 Port Sloped Face Plates	686	1.32	\$905.52
48 Port Angled Patch Panels	29	61.7	\$1,789.30
CAT6 RJ-45's	110	3.68	\$404.80
CAT6 3' Patch Cord	150	4.32	\$648.00
CAT6 5' Patch Cord	150	4.77	\$715.50
CAT6 7' Patch Cord	150	5.53	\$829.50
Blank Inserts	275	2	\$550.00
Label	10	23	\$230.00
Test	1372	2	\$2,744.00
Misc. Conduit Sleeves			\$250.00
Arlington Bushings			\$0.00
Demo Old Cables			\$0.00
Total Material			\$75,477.76
Labor			\$142,000.46
Subtotal			\$217,478.22
1% Bond			\$2,174.78
TOTAL			\$219,653.00

Please advise if we can be of further service.

Sincerely,

MEYER ELECTRIC CO., INC.

Leon J. Keller

Leon J. Keller, President

Meyer Electric Co., Inc.

3513 North Ten Mile Drive
Jefferson City, MO 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

E-mail: office@meyerelectric.net

October 12, 2017

Boone County Purchasing Dept.
Columbia, MO

Attn: Melinda Bobbitt

Re: Boone County 911
CAT5e Bid Breakdown
Meyer Electric #ME25196

Dear Melinda:

The following breakdown is for the CAT5e cabling in the Government Center, per our bid dated 10/5/17.

Material	Quantity	Unit Price	Extension
Panduit Racks	3	121.15	\$363.45
Panduit Vertical Manager	4	396	\$1,584.00
Beeline BCH64	200	4.45	\$890.00
Beeline BCH32	200	1.84	\$368.00
Beeline BCH21	200	1.61	\$322.00
Beeline BCH12	200	1.03	\$206.00
CAT5e CMP	250000	0.19814	\$49,535.00
4 Port Sloped Face Plates	686	1.32	\$905.52
48 Port Angled Patch Panels	29	61.7	\$1,789.30
CAT5e RJ-45's	110	2.34	\$257.40
CAT5e 3' Patch Cord	150	3.27	\$490.50
CAT5e 5' Patch Cord	150	3.51	\$526.50
CAT5e 7' Patch Cord	150	3.61	\$541.50
Blank Inserts	275	1.67	\$459.25
Label	10	23	\$230.00
Test	1372	2	\$2,744.00
Misc. Conduit Sleeves			\$250.00
Arlington Bushings			\$0.00
Demo Old Cables			\$0.00
Total Material			\$61,462.42
Labor			\$141,323.92
Subtotal			\$202,786.34
1% Bond			\$2,027.66
TOTAL			\$204,814.00

Please advise if we can be of further service.

Sincerely,

MEYER ELECTRIC CO., INC.

Leon J. Keller

Leon J. Keller, President

BID FORM

REPLACEMENT OF EXISTING CABLING ON THE 1ST & 2ND FLOORS OF THE BOONE COUNTY GOVERNMENT CENTER

Bid Number 37-28SEP17

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

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

Date: October 5, 2017

From: Meyer Electric Company, Inc. hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled: Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda, IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty-five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds; if applicable

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

Lump Sum Bid: Furnish labor and material to replace the existing Structured Cabling System on the 1st and 2nd floor of the Boone County Government Center located at 801 East Walnut, Columbia, MO 65201. There will also be eight (8) new copper cable runs needed on the 3rd floor.

The contractor must provide an itemized quote for two (2) options for a lump sum price:

Option 1: All cable, equipment, and labor with cable and equipment meeting CAT5e requirements: \$ 204,814.00

Option 2: All cable, equipment, and labor with cable and equipment meeting CAT6 requirements: \$ 219,653.00

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>
September 18, 2017 - 1	
September 19, 2017 - 2	
September 27, 2017 - 3	

COMPANY NAME: Meyer Electric Company, Inc.

ADDRESS: 3513 North Ten Mile Drive

CITY, STATE, ZIP: Jefferson City, MO 65109

PHONE NUMBER: (573) 893-2335

E-MAIL: leon@meyerelectric.net

AUTHORIZED REPRESENTATIVE: Leon J. Keller

TITLE: President

SIGNATURE: 

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

Jerry Love, See Attached Resume

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

We will perform all work with our own employees.

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

None

Project will begin 10 calendar days after receipt of Notice to Proceed.

Project will be complete 84 calendar days after receipt of Notice to Proceed.
(60 Working Days)

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

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 bid; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center.

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

SECTION II

The Bidder, hereby agrees to complete the **replacement of existing cabling** work in the Government Center, 801 East Walnut Street project herein specified before the completion date and to allow a deduction of **\$100.00 dollars per working day** from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

Project Completion Timeframe: The Contractor agrees to complete the replacement of existing cabling project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued in the **Fall of 2017**.

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 bid responses as it deems to its best interest.

SECTION V

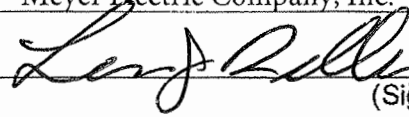
If this bid response is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in

such manner as is necessary for the completion of the work herein specified before the completion date.

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

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

Firm Name: Meyer Electric Company, Inc.

By: 
(Signature)

Leon J. Keller
(Print or Type Name)

Title: President

Address: 3513 North Ten Mile Drive

City, State, Zip: Jefferson City, MO 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

Email: leon@meyerelectric.net

Date: October 5, 2017

Jerry K. Love

Current Address
111 Old Ten Mile Road
Eugene, MO 65032

Phone Number
(573) 694-5225

Education:

1979 – 1983

Cole R-V – Eugene, MO

1994 – 1999

IBEW – Apprenticeship

OSHA 30

Certifications:

- BICSI Level 3 Technician
- Panduit Certified
- Hubbell Certified
- Siemon Certified
- Berktek/Ortronics Certified
- STI Firestop Systems
- Belden Certified
- Corning Certified
- Superior Essex/Leviton Certified
- Berktek & Ortronics Certified

Work Experience:

March 1994 – Present

Meyer Electric Company, Inc.

Position/Duties

Foreman Electrician / Data IT Technician

- Oversees all data installations.

The following is a partial list of projects that Coaxial, Cat 3, Cat 5E, Cat 6, Cat 6E, Cat 6A, and/or Fiber Optic work was performed with complete network systems:

- ABC Labs – Columbia, MO
- Biggs Building, Fulton State Hospital – Fulton, MO
- Boone Hospital Patient Tower – Columbia, MO
- Carfax – Columbia, MO
- City of Columbia Government Center Building – Columbia, MO
- Columbia College – Columbia, MO
- Daniel Boone Regional Library – Columbia, MO
- Fort Leonard Wood Counter Explosives Complex – Ft. Leonard Wood, MO
- Gates Rubber – Columbia, MO
- Hannibal Regional Hospital – Hannibal, MO
- IBM – Columbia, MO
- Jefferson City Correctional Center – Jefferson City, MO
- Kraft Foods – Kirksville, MO
- Linn State Technical College – Linn, MO
- Missouri Employers Mutual Insurance, Columbia, MO
- Missouri University of Science & Technology – Rolla, MO
- MRP Business Technology Park – Fort Leonard Wood, MO
- Owensville High School – Owensville, MO
- Phelps County Hospital – Rolla
- Phelps County Hospital North Addition – Rolla, MO
- Regional Biocontainment Laboratory – Columbia, MO
- School of the Osage – Osage Beach, Mo
- Truman State University – Kirksville, MO
- Western Missouri Correctional Facility – Cameron, MO

Meyer Electric Co., Inc.
Partial Job Listing

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
2670	UMC-Patient Care Tower Patient Tower Interior Fit Out Bid Pkg #4- Electrical Pkg#15	Univ of MO c/o J.E.Dunn Const. 1180 Monk Drive Columbia, MO 65211	\$15,816,010.00	100%
2981	Centennial Hall-Truman State U Centennial Hall Truman State Univ.,Kirksville	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 1,939,293.00	100%
2987	AT Still University-IPEDS Proj AT Still University,Kirksville Interprofessional & Dental Sch	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 1,886,286.00	100%
3009	Crawford Electric, Bourbon MO Crawford Electric Cooperative Bourbon	Paric Corporation 77 Westport Plaza Drive Suite 250 O'Fallon, MO 63368-4150	\$ 893,267.00	100%
3049	St.Mary's Hospital-Temp Contrl St. Mary's Hospital Temp Cntrl Jefferson City	Johnson Controls,Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012 Milwaukee, WI 53201-2012	\$ 667,554.00	100%
3064	Boone Hospital 4th & 5th Floor Boone Hospital 4th & 5th Floor Renovation & Infrastructure	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	\$ 977,981.00	100%
3156	Boone Hospital 6th Fl Oncology Boone Hospital S6 Oncology 6th Floor Oncology Build Out	Reinhardt-Wilson 2185 Hampton Ave P.O.Box 5210 St. Louis, MO 63139	\$ 516,083.00	100%
3186	Lenoir Woods MemoryCare/A.L. Lenoir Woods New 3 Level Memory Care Assisted Living	Paric Corporation 77 Westport Plaza Drive Suite 250 O'Fallon, MO 63368-4150	\$ 667,000.00	100%
3192	School of The Osage School of The Osage Heritage Bldg Addition & Renov	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis, MO 63139	\$ 1,866,480.00	100%
3201	Osage Beach Sr.Behavioral Cntr Osage Beach Senior Behavioral Center	Murray Company 7300 College Blvd., Suite 210 Overland Park, KS 66210	\$ 300,711.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3206	Hickman H.S. Athletics Bldg. Hickman High School Athletics Building & Site Work	Verslues Construction 6919 Rocky Valley Rd. Jefferson City, MO 65101	\$ 332,400.00	100%
3207	Performing Arts Center Addit'n Performing Arts Center (CPAC) Addition	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 215,898.00	100%
3215	Lucky's Farmers Market Lucky's Farmers Market	Lucky's Farmers Market 5303 Spine Rd #101 Columbia, MO	\$ 275,000.00	100%
3229	Salisbury High School FEMA Add Salisbury High School FEMA Safe Room Addition	Septagon Construction 113 E. 3rd Sedalia, MO 65301-4321	\$ 512,000.00	100%
3230	MS&T James Bertelsmeyer Hall MS&T James Bertelsmeyer Hall Temp Controls	Johnson Controls, Inc SSC Accts. Paybl Dept. A-33S P.O.Box 2012	\$ 193,498.00	100%
3235	NE MO Power Coop, Palmyra NE MO Power Cooperative Palmyra	Paric Corporation 77 Westport Plaza Drive Suite 250 St. Louis, MO	\$ 555,816.00	100%
3242	Memorial Stadium East Side Add Memorial Stadium East Side Addition	Univ of MO c/o J.E.Dunn Const. 1180 Monk Drive Columbia, MO 65201	\$ 3,831,766.00	100%
3245	Chick-fil-A #3031 Chick-Fil-A Jefferson City, MO	W. H. Bass, Inc 11300 Johns Creek Parkway Suite 100	\$ 194,086.00	100%
3249	Emery Sapp & Sons New Office Emery Sapp & Sons New Office	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 187,410.00	100%
3255	Ft.L.Wood Regional Training In Ft. Leonard Wood - RTI Reg.Training Inst. MO Nat'l Gu	KCI Construction 119 W. Fremont	\$ 1,746,772.00	100%
3256	J. C. Airport Airfield Lightng Jefferson City Airport Airfield Lighting	Burns & McDonnell-City of Jeff David Hadel 9400 Ward Parkway Jefferson City, MO 65101	\$ 374,825.70	100%
3258	Columbia Schl Transportation F Columiba Schools Transportation Facility	C.L. Richardson 15475 Hwy 63 South Ashland, MO 65010	\$ 229,998.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3266	Dyno Nobel-Turn Around Project Dyno Nobel Turn Around Project Louisiana, MO	Dyno Nobel Inc. Attn: Accounts Payable	\$ 100,000.00	100%
3276	Kraft Foods- Xfmr/Swgr Install Kraft Foods Transformer/Switchgear Install	Kraft Foods Global Inc. Attn: P.O.Box 982140	\$ 522,000.00	100%
3278	Frederick Apts. Renovation Frederick Apartments Renovation	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 277,140.00	100%
3279	NE ELementary School NE Elementary School Battle Ave. Columbia	K&S Associates, Inc. 516 Hanley Industrial Court	\$ 1,099,018.00	100%
3281	Callyn Heights Apts Kirksville Callyn Heights Apartments Kirksville	Sparks Constructors 505 N. Main , MO 63501	\$ 246,239.00	100%
3292	APEX Plant Brookfield APEX Plant Brookfield MO	Septagon Construction Co., Inc 3890 Rangeline St. Suite 101 Columbia, MO 65202	\$ 148,482.00	100%
3294	St Mary's Medical Office Bldg St. Mary's Medical Office Bldg Jefferson City MO	Alberici Constructors, Inc. P.O.Box 142637 8800 Page Ave St. Louis, MO 63114	\$ 2,258,544.00	100%
3295	Battenfeld Technologies Battenfeld Technologies Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd. Columbia, MO 65201	\$ 330,378.00	100%
3312	Virginia Ave S. -Temp-controls Virginia Ave. South Temp Controls	Johnson Controls, Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012	\$ 198,825.00	100%
3324	Plaza 900 Food Court UMC-Renov Plaza 900 Food Court-UMC Renovation	Sircal Contracting, Inc 1331 Monroe Jefferson City, MO 65101	\$ 320,236.00	100%
3329	Pacific, E.Osage St. Improvmnt City Of Pacific, MO East Osage St. Improvement	Gershenson Construction #2 Truitt Drive Eureka, MO 63025	\$ 321,604.00	100%
3331	Osage Beach Elementary School Osabe Beach Elementary School Nichols Rd. Osage Beach	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233 Eldon, MO 65026	\$ 1,082,505.00	100%

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3333	Hurricane Deck Elementary Sch Hurricane Deck Elementary School, Sunrise Beach	Bales Construction Co 1901 Historic 66 West	\$ 1,017,259.00	100%
3336	Country Club of MO-Banquet Fac Country Club of Missouri Banquet Facility Renovation	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 241,479.00	100%
3349	MS&T Physics Bldg Systems Impr MS&T Physics Bldg-Mechanical Electrical Systems Improvement	Environmental Engineering Inc P.O. Box 104478 2225 Idlewood Rd	\$ 202,030.00	100%
3355	Cole Co. Bus.50 West Improvemt Cole County Business 50 West Improvements Proj#2011-9051	Don Schnieders Excavating 1307 Fairground Rd. Jefferson City, MO 65109	\$ 103,453.00	100%
3362	MO Hospital Assoc.-Additn&Renv MO Hospital Association, J.C. Addition & Renovation	Wavco Construction P.O. Box 104388 5601 Algoa Rd. Jefferson City, MO 65110-4388	\$ 264,266.00	100%
3368	Boone Hospital C-1 Project Boone Hospital Center C-1 Project	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd Centralia, MO 65240	\$ 138,452.00	100%
3374	Discovery Park Subdiv. Phs 1 Discovery Park Subdivision Phase 1 Infrastructure Imprvmt	Karrenbrock Construction Inc P.O. Box 279	\$ 210,161.00	100%
3375	Quaker Oats-Line 5 Air Pops Quaker Oats Line 5 Air Pops	Pepsico Financial Shared P.O. Box 660740	\$ 229,180.00	100%
3376	Women&Childr Hosp. 2nd FI NICU Women & Children Hospital 2nd Floor NICU Expansion	G B H Builders P.O. Box 945 3441 North Ten Mile Drive	\$ 634,363.00	100%
3379	MSP Redevelopment Site- CDBG MSP Redevelopment Site CDBG Bldg Demolition Proj PhsB	Iron Mountain P.O. Box 2288	\$ 197,450.00	100%
3381	Shelter Insurance 3rdFI Infill Shelter Insurance 3rd Floor Infill	PCE 5900-C North Tower Drive Columbia, MO 65202	\$ 129,616.00	100%

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3383	Ladue, City of Interchange City of Ladue Interchange Signal & Entrance Improvement	L. Krupp Construction, Inc 415 Old State Road	\$ 163,964.00	100%
3384	Boone Co Rt63 J5P3031B,J5P3008 Boone County Route 63 J5P3008, J5P3031B	APAC - Missouri P.O. Box 1117 Columbia, MO 65205	\$ 204,277.00	100%
3386	Boone Co. Nat'l Bank - Phase 3 Boone County National Bank Phase 3	Coil Construction, Inc. 209 E. Broadway Columbia, MO 65203	\$ 189,948.00	100%
3387	Women&Children Hosp MRI Remodl Women's & Children's Hospital MRI Remodel	Kellogg Brown & Root Services 860 Champions Drive Columbia, MO 65201	\$ 153,043.00	100%
3396	Boone Hospital Pain Mgmt Reloc Boone Hospital Pain Management Relocation	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 125,403.00	100%
3397	Boone Hospital Fiber Interconn Boone Hospital Fiber Cable Interconnector	Boone Hospital 1600 E. Broadway Columbia, MO 65201	\$ 128,152.00	100%
3401	JC Publ School-West Elementary Jefferson City Public Schools West Elementary Renovation	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233 Job#1401, MO 65026	\$ 254,237.00	100%
3410	Conley Road Primary Conley Road Improvements and Extension	Conley Rd Transport. Dev. Dist c/oVanMatre,Harrison,H,T,B, PC 1103 East Broadway	\$ 566,160.00	100%
3417	Cole County EMS Cole Co Emergency Services Bld Jefferson City	Ameresco Jefferson City LLC 111 Speen St. Suite 410	\$ 150,538.00	100%
3419	City Union Mission Camp Ozarks City Union Mission-CampCUMCITO Camp in The Ozarks, Warsaw	McCownGordon Construction LLC 422 Admiral Blvd. , MO 64106	\$ 128,009.00	100%
3421	MS&T Bullman-Temp.Controls MS&T Bullman Temperature Controls	Johnson Controls, Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012 PO#3968941, WI 53201-2012	\$ 208,023.00	100%

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3428	Versailles WWTF Upgrade Versailles WWTF Upgrade Porj#2014-1	McClanahan Construction 4525 S. Farm Road 223 P.O.Box 439 , MO 65742	\$ 275,549.00	100%
3431	Pettis Co. Rt.50-J5P2205 Pettis Co. Rt.50 J5P2205	Magruder Paving 255 Watson Rd	\$ 423,574.00	100%
3433	Moberly Area Comm.College-Elec Moberly Area Community College Main Bldg. Electrical Renovatn	Moberly Area Community College 101 College Ave Moberly, MO 65270	\$ 187,743.00	100%
3435	Jefferson City Lafayette&Dunkl City of Jefferson- Lafayette & Dunklin Intersection Improvemnt	J.C. Industries 3208 Route C P. O. Box 104567 Jefferson City, MO 65110	\$ 117,800.00	100%
3436	Broadway Mktpl Outparcels B&C Broadway Marketplace Outparcels B & C, Columbia	Knoebel Construction, Inc. 640 Axminister Dr Fenton, MO 63026	\$ 437,512.00	100%
3439	Crystal City-8th St. Improvemnt Crystal City 8th St. Improvements	Jokerst Paving & Contracting 12132 State Rd CC P.O. Box 637	\$ 112,387.00	100%
3442	MU Power Plant Biomass Silo Re MU Power Plant - Replace Biomass Silo Reclaim System	Laidig Systems, Inc 14535 Dragoon Tr.	\$ 142,384.00	100%
3446	Candlewood Suites Columbia Candlewood Suites Columbia	Thomas Construction Co. 5525 Osage Beach Parkway	\$ 515,175.00	100%
3447	Randolph/Boone Co Rt 63 Randolph/Boone County Rt.63 J2P2226B &J5P2233	APAC - Missouri, Inc. P.O. Box 1117 1591 E. Prathersville Rd.	\$ 187,190.00	100%
3451	Crawford Co R2 Schools Crawford Co R2 School Dist. HS Weight Rm &Bldgs Renovatns	Orf Construction 4317 Bridgeton Industrial Dr.	\$ 124,141.00	100%
3453	LU - Scruggs Student Center Lincoln University Scruggs Student Center	Wavco Construction P.O. Box 104388 5601 Algoa Rd.	\$ 106,163.00	100%
3454	Mizzou North 2nd Fl Art&Archae Mizzou North 2nd Floor Art & Archaeology	Five Oaks Associates 709 N. Allen Street	\$ 193,496.00	100%

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3469	Lange Middle School Kitchen Lang Middle School Kitchen Remodel	J.C. Industries 3208 Route C P. O. Box 104567	\$ 117,529.00	100%
3473	Columbia College Soccer Field Columbia College Soccer Field	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 150,015.00	100%
3475	Stoneridge Village Section 3 Stoneridge Village Section 3 Street Lighting System	Twehous Excavating 8514 Liberty Rd.	\$ 167,918.00	100%
3476	VA Hospital - Philips Medical VA Hospital- Philips Medical Installation of cables	Philips Medical System 818 SW 3rd Ave. #20	\$ 175,934.00	100%
3477	Swallow Hall & RC3 Parking UMC Swallow Hall UMC Parking Lot	Sircal Contracting, Inc 1331 Monroe	\$ 982,548.00	100%
3478	Audrain Medical - Transfer Sw Audrain Health Care Replace Transfer Switches Mexico, MO 65265	Audrain Medical Center 620 E. Monroe Mexico, MO 65265	\$ 233,288.00	100%
3480	MO Hwy Patrol Pool&Weight Rm MO Highway Patrol Pool Renov. & New Weight & Training Room State Proj#R1417-01, MO 65205	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201 State Proj#R1417-01, MO 65205	\$ 175,052.00	100%
3485	VA Hospital 1st & 2nd Fl Ltng VA Hospital Replace 1st & 2nd Floor- Lighting	FHC Contracting, Inc. 400 E Centre Park Blvd Ste 103	\$ 183,076.00	100%
3486	Various Locations F/A System Various Locations Install Fire Alarm System CP141371, MO 65211	University of MO - Columbia E130 General Services Bldg CP141371, MO 65211	\$ 185,247.00	100%
3490	Jesse Hall Temp. Controls Jesse Hall UMC Temp.Controls	Johnson Controls, Inc SSC Accts.Paybl Dept. A-33S P.O.Box 2012	\$ 127,315.00	100%
3493	Randolph/Macon Co. Rt.63 Randolph/Macon Counties Rt.63	W.L. Miller Company 750 E County Road 1220	\$ 101,361.00	100%
3500	NE Correctional-Security Contr NE Correctional Cntr-Security Control System,Bowling Green	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 3,445,000.00	100%
3547	Ft.L.W.Hosp-Fire Alarm @GLWACH Ft. Leonard Wood -GLWACH Fire Alarm System	Evergreen Fire & Security 2720 South J Street	\$ 1,306,958.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3591	Carroll Co. Hosp-Surgery Expan Carroll County Memorial Hosp Surgery Expansion	Murray Company 7300 College Blvd., Suite 210	\$ 1,390,150.00	100%
3611	Dobbs Group Replacement Phs1 Dobbs Group Replacement Proj Phase 1 -UMC	River City Construction LLC Ashland Office P.O. Box 1389	\$ 5,004,274.00	99%
3613	Randolph County Admin. Bldg Randolph County Administration Bldg,Huntsville	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 808,399.00	100%
3620	Boone County - Emerg. Comm. Boone County - Emergency Communications Center	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 2,919,841.00	100%
3630	MS&T Residence Hall MS&T Residence Hall Low Voltage work	McCarthy Building Companies 1341 N. Rock Hill Rd.	\$ 3,429,060.00	100%
3642	Lebanon Middle School Lebanon Middle School MO Proj#14-769	KCI Construction 119 W. Fremont	\$ 2,766,639.00	100%
3686	Boone Hosp.-Surgical Suite OR Boone Hospital Surgical Suite OR	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 973,906.00	100%
3689	Boone Hosp.-MOB Tenant Infill Boone Hospital -Medical Office Bldg- Tenant Infill	Boone Co Hosp Board of Trustee c/o Coil Construction 1600 East Broadway	\$ 821,502.00	100%
3700	Price Chopper - Rolla Price Chopper Rolla, MO	Crane Construction Co. P.O. Box 298 404 N. Hwy 71	\$ 804,852.00	100%
3738	Patient Centered Care Learning MU PCCLC-Patient Centered Care Learning Center,School of Med.	J.E. Dunn Construction 1001 Locust St	\$ 2,353,175.00	99%
3744	Big Muddy HQ & Visitor Center Big Muddy HQ & Visitor Center	Officer Mechanical 2306 N. Oakland Gravel Rd.	\$ 620,608.00	100%
3754	Ft. L. Wood Specker Chapel Ft. Leonard Wood Repairs to Specker Chapel Bldg 172	Zieson Construction Co. LLC 22750 Spruce Road	\$ 532,530.00	100%
3760	Laferre Hall- Bid Pkg 4 Lafferre Hall- 1935/44 Renov & Repair, Bid Package 4	Tarlton Corporation 5500 West Park Ave	\$ 3,294,183.00	100%

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3762	Landmark Bank-Garden Level Ren Landmark Bank Garden Level Renovation	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201	\$ 161,853.00	100%
3790	Avenue of The Columns,Columbia Avenue of The Columns City of Columbia	Aplex 3188 County Road 303	\$ 337,691.00	100%
3799	Lafferre Hall UMC 1935/44 T.C. Lafferre Hall UMC 1935-44 Renovation-Temp. Controls	Controlco 170 East Alton Ave. Suite 100	\$ 225,138.00	100%
3806	Ft.L.Wood Replace Tower HVAC Ft. Leonard Wood Replace Tower HVAC System	Donley-Kirlin Joint Venture 515 Dover Rd Suite 2400	\$ 398,460.00	91%
3808	Fulton WWTP Fulton Waste Water Treatment Plant Improvements	Lehman Construction LLC 603 Russelville Rd	\$ 910,000.00	88%
3810	Gates - New Lab Mixer Gates - Lab Mixer Replacement Kneader MXI-20 Mixer	Gates Rubber Co.	\$ 124,876.00	100%
3811	Women&Chldn Hosp Power Distrib Women & Children's Hospital Power Distribution & Trnsfr Sw	University of MO - Columbia General Services Bldg Room 130	\$ 2,085,000.00	95%
3816	Boston Securities - Kirksville Dollar Tree-Boston Securities/ Perlmutter Realty - Kirksville	J Hooker Construction Services 991 Cool Springs Industrial Dr	\$ 192,223.00	100%
3821	Sinclair Research-Transfer Sw. Sinclair Research Generator Bldg-Transfer Switch	Sinclair Research LLC Maintenance 562 State Road DD	\$ 77,129.00	100%
3825	MSU-Glass Hall Fire Alarm Inst MSU Springfield - Glass Hall Fire Alarm Installation	Tech Electronics, Inc 6437 Manchester Ave.	\$ 141,220.00	98%
3828	Audrain Med.Behavioral Health Audrain St. Mary's Medical Behavioral Health Unit. Mexico	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 129,742.00	100%
3829	Lincoln Univ- Wellness Center Lincoln University -Wellness & Parks Multipurpose Recreation	Sircal Contracting, Inc 1331 Monroe	\$ 1,188,670.00	99%
3830	Kirksville WWTP Kirksvill WWTP HDR Project#198291	River City Construction LLC Ashland Office P.O. Box 1389	\$ 1,554,453.00	96%

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3846	Boone Bank -Generator Boone County National Bank Generator	Central Bank of Boone County P.O. Box 678	\$ 110,989.00	100%
3847	Columbia College North Quad Columbia College North Quad	Reinhardt Construction P.O. Box 88 627 N. Rollins Rd	\$ 212,319.00	100%
3857	ABB - HV Wiring ABB - High Voltage Wiring	ABB ABB Inc. Jeff City Dist Xfmrs P.O. Box 91177	\$ 609,125.00	100%
3860	Union- Prairie Del Road Phs 2 Union - Prairie Dell Road Phs2 Fed Proj#STP-5433(602)	KJ Unnerstall Construction Co. 4923 South Point Rd.	\$ 104,914.00	100%
3871	Shelter Ins.-Training. Ctr Gen Shelter Mutual Insurance Training Cntr Backup Generator	Shelter Mutual Insurance Co. 1817 W. Broadway	\$ 129,800.00	100%
3876	St. Charles Kingshighway CMAQ St. Charles Kingshighway CMAQ-7302(630)	N B West Contracting 2780 Mary Ave	\$ 127,417.00	100%
3879	Warrenton,City-Hwy 47 Sidewalk City of Warrenton Hwy 47 Sidewalk Improvements	City of Warrenton 200 West Booneslick	\$ 220,438.00	100%
3883	Columbia-Worley&Clinkscales Rd City of Columbia -Worley & Clinkscales Rd. Intersection	City of Columbia 701 E. Broadway P.O. Box 6015	\$ 143,794.00	100%
3884	Columbia Indep.Sch.Multip.Bldg Columbia Independent Schools Multipurpose Bldg	Coil Construction, Inc. 209 E. Broadway	\$ 169,000.00	99%
3886	Lenoir Woods-Indep.Living Bldg Lenoir Woods - New Independent Living Building	Paric Corporation 77 Westport Plaza Drive Suite 250	\$ 1,817,905.00	99%
3887	Rise Apartments The Rise Apartments Columbia	R.G. Brinkmann Company 16650 Chesterfield Grove Rd Suite 100	\$ 2,932,408.00	99%
3888	Hickman H.S. Auditorium&Sound Hickman High School Auditorium Elec& Sound Upgrade	Columbia School District Linda Quinley, CFO 1818 West Worley	\$ 336,290.00	100%
3891	St.Charles Co.Gutermuth&O'Fall St.Charles County-Traffic Sgnl Gutermuth Rd & O'Fallon Rd	St. Charles County 301 N 3rd Street	\$ 163,634.00	100%

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3894	Indian Hills Water Syst. Imprv Indian Hills- Water System Improvements, Cuba MO	KCI Construction Co. 10315 Lake Bluff Drive	\$ 122,303.00	100%
3899	My House Bar My House Bar Columbia	Hercon Construction 2600 Forum Blvd, Suite C	\$ 123,224.00	100%
3900	Linn - State Tech.College Weld State Tech.College of MO, Linn Welding Technology Center	Wavco Construction P.O. Box 104388 5601 Algoa Rd.	\$ 235,617.00	100%
3901	MO Valley College-Dining Hall MO Valley College Dining Hall Cafeteria Renovation	Coil Construction, Inc. 209 E. Broadway	\$ 149,099.00	100%
3902	Columbia Solid Waste Admin&Col Columbia, City of -Solid Waste Admin & Collection	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 319,254.00	95%
3911	Delta Gamma Annex Delta Gamma UMC	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 726,277.00	100%
3912	Boys & Girls Club-Railton Cntr Boys & Girls Club Capital City Frank & Billie Railton Center	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 311,711.00	97%
3918	Ft.L.Wood-Perioperative Reloca Ft.L.Wood Hospital B310 Perioperative Relocation	Patriot Construction, LLC 3140 West Ward Rd. Suite#203	\$ 135,835.00	100%
3923	Herculaneum Scenic Rd Phs 2 Herculaneum, MO Scenic Road Phase 2	N B West Contracting 2780 Mary Ave	\$ 109,639.40	100%
3926	IHOP Jefferson City International House Of Pancake Jefferson City	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 121,594.00	100%
3930	Shackelford Rd St.Louis Conty Shackelford Road-St. Louis Co STP4901(634)	J.M. Marschuetz Construction 15 Truitt Drive	\$ 612,852.58	64%
3935	MU Softball Complex Phase 2 MU Softball Complex Phase2 Stadium Blvd. Columbia	Tarlton Corporation 5500 West Park Ave	\$ 1,078,823.00	98%
3938	Cole Co. Rt.50- Proj#J5S2005B Cole County Route 50 Proj#J5S2005B	Sam Gaines Construction 3205 County Rd. 452	\$ 266,543.00	100%

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3942	Crockett Engineering Offices Crockett Engineering Offices Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 110,200.00	100%
3948	East Elementary - Columbia Sch East Elementary - Columbia Public Schools	K&S Associates, Inc. 516 Hanley Industrial Court	\$ 1,000,000.00	65%
3960	Eldon Clinic Expansion-LRH Eldon Clinic Expansion Lake Regional Health System	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 231,374.00	100%
3961	Soft Surroundings Soft Surroundings Mexico, MO	Clayco Construction 2199 Innerbelt Bisness Cntr Dr P.O. Box 270209	\$ 1,248,741.00	100%
3970	St. Louis Co. Chambers Rd St. Louis County Chambers Road	L. Krupp Construction, Inc 415 Old State Road	\$ 503,493.80	88%
3971	Landmark Bank HQ Renovation Landmark Bank Headquarters Renovation, Columbia	Level 5 Construction 2018 Powers Ferry Rd. SE Suite 750	\$ 249,810.00	100%
3975	Washington Ave Streetscape Ph3 Washington Ave. Streetscape Phase # Sidewalk Improvmt	R.V. Wagner, Inc. 4712 Green Park Rd.	\$ 412,932.50	78%
3979	Columbia Heath Care Center Columbia Health Care Columbia	Capehart&Capehart Builders Inc P.O. Box 846	\$ 827,797.00	92%
3980	Academy Sports-Parking Lot Ltg Broadway Crossings-Academy Sports- Parking Lot Lighting	The Kroenke Group 211 North Stadium Suite 201	\$ 235,420.00	100%
3982	Maryville Treatment Center Maryville Treatment Center Perimeter Detection System	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 360,759.00	100%
3984	Moberly Housing Roof/Ltng/Gen Moberly Housing Authority Roofing/Site Lightng/Generator	Watkins Roofing 4401 I-70 Dr. S.E. P.O.Box 1346	\$ 184,010.00	100%
3989	Lottery HQ- UPS&AC Replacement Lottery Headquarters UPS & AC Replacement	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 380,243.00	100%
3995	Ft.L.Wood Perioperative Repair Ft.L.Wood Perioperative Repair & Renewal	Johnson Controls GWS LLC P.O. Box 730068	\$ 141,000.00	49%

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4003	Break Time Clinton Break Time Clinton, MO	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 168,110.00	100%
4005	Boone Hospital Nifong Med Plz Boone Hospital Nifong Medical Plaza	Boone Co Hosp Board of Trustee c/o Coil Construction 1600 East Broadway	\$ 201,839.00	100%
4015	Ft.L.Wood-Cooling Tower Replac Ft. L.Wood Cooling Tower Replacement-GLWACH Bldg#311	Donley Construction LLC 716 S. Philadelphia Blvd.	\$ 351,450.00	33%
4017	Ft.L.W. SOW Repair Em Gen Cntr Ft.L.Wood SOW Repair Emerg. Generator Controls Bldg.311	John J. Kirlin - LA 1585 3rd Street	\$ 467,183.00	4%
4024	Ft.L.Wood - Building 2327 Ft. Leonard Wood Metal Bldg Add To Bldg 2327	AIP Enterprises, LLC 2301 N. Main St.	\$ 120,300.00	49%
4032	UMC Power Plant -Boiler 10 UMC Power Plant Boiler #10 Gas Burner Replacment CP160801	Advanced Boiler Control Svcs 7515 Cline Ave	\$ 152,600.00	100%
4036	Chillicothe Elementary School Chillicothe Elementary School	Lawhon Construction Co. 519 Main P.O. Box 519	\$ 1,156,248.00	67%
4039	MUHC Various Loc Exterior Ltng MUHC Various Locations Exterior Lighting	Brown & Root Services 1123 Wilkes Blvd. Suite 110	\$ 335,000.00	90%
4059	Truman State U-Athletic Complx Truman State University Athletic Complex Improvements	River City Construction LLC Ashland Office P.O. Box 1389	\$ 357,000.00	99%
4068	Lenoir-Phase 3-HC Reposition Lenoir Woods HC Repositioning Phase 3	Paric Corporation 77 Westport Plaza Drive Suite 250	\$ 2,607,833.00	51%
4070	Mexico School Dist.Addtn&Renov Mexico School District 2017 Additions & Renovations	J.E. Dunn Construction 1001 Locust St	\$ 686,464.00	93%
4071	Soldiers Memorial Trffc Signal Soldiers Memorial Military Museum & Court of Honor PR#19	BSI Constructors 6767 Southwest Ave.	\$ 186,089.00	26%
4074	Walnut Professional Building East 280 LLC - Walnut Professional Bldg, Columbia	PCE 5900-C North Tower Drive	\$ 269,591.00	19%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4082	Veteran's United- X-Ray Grn Md Veterans United - X Ray, Green Meadows - X-Ray	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 209,000.00	95%
4084	Emery Sapp&Sons-Maint.Shop&WB Emery Sapp & Sons Maintenance Shop & Wash Bay	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 176,000.00	98%
4090	Branson, City of-Route 76 Phs A City of Branson Route76 Phase A	Carson-Mitchell, Inc 2119 E. Division	\$ 1,068,000.00	92%
4110	Stadium & Old 63 Intersection Stadium & Old 63 Intersection 16/2017 Columbia	Aplex, Inc 1309 B East Main St.	\$ 172,341.00	89%
4111	St. Charles Co.- New Park Proj St.Charles County-New Park Project IFB 16-159	C. Rallo Contracting Company 5000 Kemper Ave	\$ 264,000.00	32%
4116	Drury Inn Remodel -Stadium Drury Inn Remodel Stadium, Columbia	Drury Development Corporation Design&Construction Division 721 Emerson Rd Suite 200	\$ 150,202.00	99%
4117	Boone Hosp-EPIC Various Locatn Boone Hospital-EPIC Project Various Locations	Boone Hospital 1600 E.Broadway	\$ 257,638.00	99%
4120	Popeye's Jefferson City MO Popeye's Jefferson City MO	Decor Solutions Inc 31 E Center Street	\$ 116,748.00	100%
4124	Conley Road, Columbi a Conley Road Project TFF, Columbia	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 2,901,037.50	29%
4125	Veterans United-Vandiver -PAPA Veterans United - PAPA 1500Vandiver Rd Tenant Imprvmt	Prost Builders P.O. Box 1727 3617 Route CC	\$ 695,000.00	73%
4132	Sturgeon High Sch. -Track Ltng Sturgeon High School Track Lighting	Sturgeon R-V School District 210 W. Patton St	\$ 152,200.00	100%
4140	Providence Rd. Reconstruction Providence Road Reconstruction Stewart to Stadium	Sam Gaines Construction 3205 County Rd. 452	\$ 353,088.00	88%
4141	Capitol Ave. Infrastr. Imprvmt Capitol Avenue Infrastructure Improvements-City of Jefferson	Aplex, Inc 1309 B East Main St.	\$ 584,534.00	41%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4147	Audrain County Jail Audrain County Jail Expansion&Renovation, Mexico	G B H Builders P.O. Box 945 3441 North Ten Mile Drive	\$ 576,147.00	20%
4149	ABB- WLOC Electrical Project ABB Plant - WLOC Electrical Project	Robert E. Lamb, Inc P.O. Box 133	\$ 185,498.00	91%
4169	Grant Elementary - C P S Grant Elementary- Columbia Public Schools	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 455,571.00	8%
4172	US Postal Svc. Columbia -Ltng U.S. Postal Service- Columbia Lighting Replacement	J.E. Novack Construction Co. 1144 Olivette Executive Pkwy Suite 100	\$ 176,576.00	72%
4173	St. Louis Co. Rt I-270 St.Louis County I-270 J613113 & J613157	Magruder Paving 255 Watson Rd	\$ 175,110.00	0%
4176	Fulton State Hosp.-Feedr&Trnsf Fulton State Hospital-Replace Elect.Feeders&Transformers	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 787,000.00	24%
4179	Bowling Green Medical Bldg. Bowling Green Medical Building	Murray Company 7300 College Blvd., Suite 210	\$ 209,666.00	21%
4184	MS&T Havener Cntr-Dining Remod MS&T Havener Center- Dining Remodel	Borton Construction 2 Copeland Ave. Suite 201	\$ 159,718.00	100%
4185	Pro Foods Office Building Pro Foods Office Building Holts Summit	Smithson, Inc 1661 S. Wesleyan Blvd. P.O. Box 1731	\$ 257,048.00	55%
4192	Waco Rd.& Route B- Columbia Waco Rd & State Road B Intersection Improvements	City of Columbia 701 E. Broadway P.O. Box 6015	\$ 288,023.10	5%
4201	Forum Church, Columbia Forum Church Columbia	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 239,850.00	14%
4204	Various BldgsFA&SuppressionSys Various Bldgs - Replace FAs & Suppression System-Jeff City	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 417,000.00	29%
4205	Red Lobster, Columbia Red Lobster Columbia	Jerry Kachel Builder, Inc 6518 Klein Cemetery Rd	\$ 122,000.00	24%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4210	Ft.L.Wood Dining Hall Bldg 630 Ft. L. Wood Dining Hall Building 630	WMC Mechanical 1820 N. Nias Ave	\$ 128,000.00	61%
4221	U.S. Postal Svc. Marshall-Ltng United State Postal Service Marshall- Lighting Upgrade	J.E. Novack Construction Co. 1144 Olivette Executive Pkwy Suite 100	\$ 133,935.00	0%
4233	Westside Market Place, Rolla Westside Market Place Rolla,MO	R.G. Brinkmann Company 16650 Chesterfield Grove Rd Suite 100	\$ 1,474,480.00	0%
4243	Aurora Organic Dairy Processng Aurora Organic Dairy Processing Facility, Columbia	Big-D Construction 5768 South 1475 East	\$ 4,052,510.00	3%
4249	Command Web Command Web Jefferson City	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 153,928.00	0%
4255	Champ Clark Bridge Route.54 Champ Clark Bridge Route 54 Navigation Ltng -Louisiana, MO	Massman Construction Co. 4400 W. 109th St. Suite 300	\$ 173,114.00	0%
4261	Warren Co. Rt I-70 - J2I3160 Warren County Route I-70 Proj# J2I3160	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 405,927.11	0%
4262	Lake Reg. Hospital-Renovation Lake Regional Hospital Renovation	Murray Company 7300 College Blvd., Suite 210	\$ 743,814.00	0%
4269	Randolph Co Courthouse-Genratr Randolph County Courthouse Auxiliary Pwr Unit, Huntsville	Randolph County Commission 372 Highway JJ Suite 2-B	\$ 215,423.00	0%
4272	Planet Fitness - Columbia MO Planet Fitness Columbia	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201	\$ 170,000.00	0%
4278	Boone Hosp-Build Out Data Rms Boone Hosp. Build Out Data Rms 2, 3, 4, 5 Floors North	Boone Hospital 1600 E.Broadway	\$ 112,361.00	0%
4279	Embridge-Overhead Pwr Line Wk Embridge- Overhead Power Line Work, Salisbury	The State Group Industrial USA 13800 N. Highway 57	\$ 314,328.00	0%
4280	Fulton Hosp. Guhleman&Hearnes Fulton Hosp. Guhleman&Hearnes Forensic ComplexesHVAC Control	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 1,059,000.00	0%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4281	BooneCo.Rt.124-J5P3225,J5S3155 Boone Co. Rt. 124 J5P3225, J5S3155	Chester Bross Construction P.O. Box 430 8965 Hwy 63	\$ 121,074.00	0%
4282	Break Time Paris Road Break Time Paris Road Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 130,470.00	0%
4287	ATSU- Switchgear Replacement A.T. Still University Switchgear Replacement	A.T. Still University 800 W. Jefferson St.	\$ 592,932.00	0%



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Meyer Electric Co., Inc.
3513 N. Ten Mile Dr., Jefferson City, MO 65109, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto Boone County, Missouri
801 E. Walnut Street, Columbia, MO 65201, as obligee (the "Obligee"), in
the penal sum of Five Percent (5%) of Price Bid -----
----- Dollars (\$ 5% -----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Replace Existing Cabling System on the 1st & 2nd
Floor of the Boone County Government Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, 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, 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 in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 5th day of October, 2017.

WITNESS / ATTEST

[Signature]
Travis Kay

Meyer Electric Co., Inc.
(Principal)
By: [Signature] (Seal)
Name: Lee J. Keller
Title: President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Thomas S. Naught, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7094120

American Fire and Casualty Company
The Ohio Casualty Insurance Company

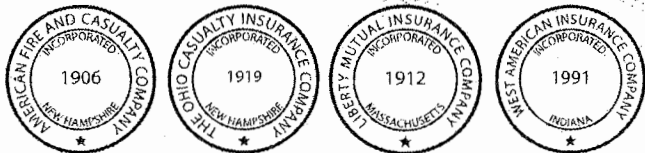
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cindy Hilkemeyer; Kristie A. Price; Richard L. Naught; Tera Huesgen; Thomas S. Naught

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of August, 2015



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of October, 2017



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-822-8240 between 9:00 am and 4:30 pm EST on our business days.



BOONE COUNTY, MISSOURI

Request for Bid #37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

ADDENDUM # 1 - Issued September 18, 2017

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

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

CHANGE Pre-Bid Conference date to:

Pre-Bid Conference

Day/Date: Tuesday, September 26, 2017
Time: 1:30 p.m. central time
Location/Mail Address: Boone County Government Center
801 E. Walnut Street, Conference Room 301
Columbia, Mo 65201

By: *Melinda Bobbitt*
Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #37-28SEP17 – **Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center Radios**, receipt of which is hereby acknowledged:

Company Name: Meyer Electric Company, Inc.

Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109

Phone Number: (573) 893-2335 Fax Number: (573) 893-3686

E-mail: leon@meyerelectric.net

Authorized Representative Signature: *Leon J. Keller* Date: October 5, 2017

Authorized Representative Printed Name: Leon J. Keller, President

RFP #: 37-28SEP17

9/18/17



BOONE COUNTY, MISSOURI
Request for Bid #37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

ADDENDUM # 2 - Issued September 19, 2017

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

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

CHANGE Request for Bid Due Date and Bid Opening Date and Time to:

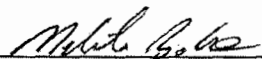
Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. central time on Thursday, October 5, 2017** at the Boone County Annex building, Purchasing Department, Attn: Melinda Bobbitt, CPPO, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be opened after 1:30 p.m. central time on October 5, 2017 in the in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

By:


Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid #37-28SEP17 – **Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center Radios**, receipt of which is hereby acknowledged:

Company Name: Meyer Electric Company, Inc.

Address: 3513 North Ten Mlie Drive, Jefferson City, MO 65109

Phone Number: (573) 893-2335 Fax Number: (573) 893-3686

E-mail: leon@meyerelectric.net

Authorized Representative Signature:  Date: October 5, 2017

Authorized Representative Printed Name: Leon J. Keller, President

RFP #: 37-28SEP17

9/19/17



BOONE COUNTY, MISSOURI

Request for Bid #37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

ADDENDUM # 3 - Issued September 27, 2017

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

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

CLARIFICATIONS:

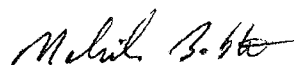
- 1) The sign-in sheet from the pre-bid conference is attached for informational purpose.
- 2) Question Due by Date: Monday, October 2, 2017, 5:00 p.m. central time.
- 3) Identification of longest run.
 - a. We believe the longest cable runs to be from the 2nd floor wiring closet to the Commission Chambers on the 1st floor. These runs are approximately 232 feet.
- 4) Paragraph 4.1.4. states: "The contractor shall label the patch panels and wall plates with printed labels as directed by the County".

Add the following language to 4.1.4.:

Floor plans of runs shall be labeled by the contractor and supplied to the county at the end of the project. A copy of the floor plans will be provided by the county to the contractor. These runs shall be in a logical order for each office / area at the patch panel. The contractor shall supply a document of the runs in each area with room numbers / office names. Office names and/or room numbers will be supplied by the county.

- 5) 3rd floor cable runs will be Cat 5e cable and terminate into an existing Cat 5e patch panel.

By: _____


Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Bid #37-28SEP17 – *Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center Radios*, receipt of which is hereby acknowledged:

Company Name: Meyer Electric Company, Inc.

Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109

Phone Number: (573) 893-2335 Fax Number: (573) 893-3686

E-mail: leon@meyerelectric.net

Authorized Representative Signature:  Date: October 5, 2017

Authorized Representative Printed Name: Leon J. Keller, President

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cole

Leon J. Keller, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of Meyer Electric Company, Inc.
(Name of Bidder)

that all statements made and facts set out in the bid 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 *Leon J. Keller*
Leon J. Keller, President

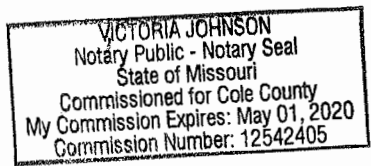
By _____

By _____

Sworn to before me this 5th day of October, 2017

Victoria Johnson
Notary Public

My Commission Expires May 1, 2020



SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20____
 Name of individual, all partners, or joint venturers:

Address of each:

N/A

doing business under the name of:

Address of principal place of business in Missouri:

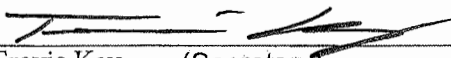
N/A

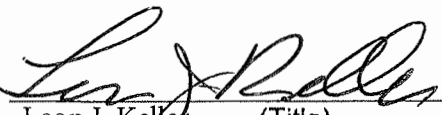
(If using a fictitious name, show this name above in addition to legal names.)

Meyer Electric Company, Inc.
 (If a corporation - show its name above)

3513 North Ten Mile Drive, Jefferson
City, MO 65109

ATTEST:


 Travis Kay (Secretary)
 Secretary


 Leon J. Keller (Title)
 President

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Cole

On this 5th day of October, 20 17

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

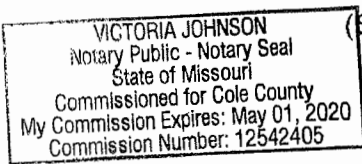
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

of Meyer Electric Company, Inc.; that the above Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid to be the free act and deed of said corporation.

Witness my hand and seal at Jefferson City, MO the day and year first above written.



(SEAL) Victoria Johnson Notary Public

My Commission expires May 1, 20 20

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

County of Cole)
)ss
State of Missouri)

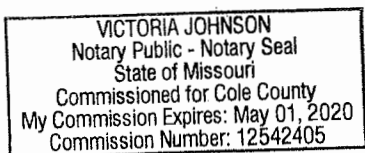
My name is Leon J. Keller. I am an authorized agent of Meyer Electric Co, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person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

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

Leon J. Keller October 5, 2017
Affiant Date

Leon J. Keller, President
Printed Name

Subscribed and sworn to before me this 5th day of October, ~~2020~~ 17



Victoria Johnson
Notary Public

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



THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 178722

Employer Meyer Electric Co., Inc.

Vicky Johnson

Name (Please Type or Print)

Title

Electronically Signed
Signature

01/12/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

01/12/2009
Date

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications 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 bid response.

1. Name of Bidder: Meyer Electric Company, Inc.
2. Business Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109
3. When Organized: October 1968
4. When Incorporated: October 1968
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:
50
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: 100
9. Have you ever failed to complete any work awarded to your company? If so, where and why? No
10. Have you ever defaulted on a contract? No
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 *

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Meyer Electric Co., Inc., 3513 N. Ten Mile Dr., Jefferson City, MO 65109

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company,
175 Berkley St., Boston, MA 02117

a Corporation, organized under the laws of the State of Massachusetts
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 Two Hundred Nineteen Thousand Six Hundred Fifty Three and 00/00 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 November 2, 2017 entered into a
Contract with Owner for:

BID NUMBER 37-28SEP17

**REPLACEMENT OF EXISTING CABLING IN THE BOONE COUNTY
GOVERNMENT CENTER
BOONE COUNTY, MISSOURI**

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

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

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

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

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

"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri, on this 2nd day of November, 2017.

Meyer Electric Co., Inc.

(Contractor)

(SEAL)

BY:

Leon J. Keller
Leon J. Keller

Liberty Mutual Insurance Company

(Surety Company)

(SEAL)

BY:

Thomas S. Naught
Thomas S. Naught,

(Attorney-In-Fact)

BY:

Mary Jo Griffith
Mary Jo Griffith,

(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: Barry McGee

Phone Number: 913-319-7011

Address: 8700 Indian Creek Parkway, Ste 350
Overland Park, KS 66210

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Meyer Electric Co., Inc.,
3513 N. Ten Mile Dr., Jefferson City, MO 65109,
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company,
175 Berkley St., Boston, MA 02117
a corporation organized under the laws of the State of Massachusetts,
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 Two Hundred
Nineteen Thousand Six Hundred Fifty Three & 00/00-DOLLARS

(\$219,653.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated November 2, 2017 entered
into a contract with Owner for

**BID NUMBER 37-28SEP17
REPLACEMENT OF EXISTING CABLING IN THE BOONE COUNTY
GOVERNMENT CENTER
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial 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 Jefferson City, Missouri on this 2nd day of November 2017.

CONTRACTOR Meyer Electric Co., Inc. (SEAL)

BY:

Leon J. Keller
Leon J. Keller

SURETY COMPANY Liberty Mutual Insurance Company

BY:

Thomas S. Naught
(Attorney-In-Fact), Thomas S. Naught

BY:

Mary Jo Griffith
(Missouri Representative), Mary Jo Griffith

(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).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7094132

American Fire and Casualty Company
The Ohio Casualty Insurance Company

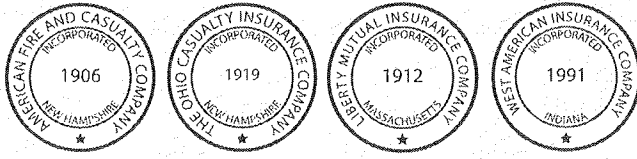
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cindy Hilkemeyer; Kristie A. Price; Richard L. Naught; Tera Huesgen; Thomas S. Naught

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of August, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

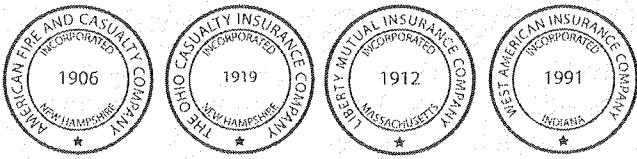
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



BOONE COUNTY, MISSOURI
Request for Bid #37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

ADDENDUM # 3 - Issued September 27, 2017

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

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

CLARIFICATIONS:

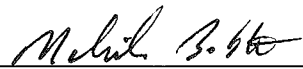
- 1) The sign-in sheet from the pre-bid conference is attached for informational purpose.
- 2) Question Due by Date: Monday, October 2, 2017, 5:00 p.m. central time.
- 3) Identification of longest run.
 - a. We believe the longest cable runs to be from the 2nd floor wiring closet to the Commission Chambers on the 1st floor. These runs are approximately 232 feet.
- 4) Paragraph 4.1.4. states: "The contractor shall label the patch panels and wall plates with printed labels as directed by the County".

Add the following language to 4.1.4.:

Floor plans of runs shall be labeled by the contractor and supplied to the county at the end of the project. A copy of the floor plans will be provided by the county to the contractor. These runs shall be in a logical order for each office / area at the patch panel. The contractor shall supply a document of the runs in each area with room numbers / office names. Office names and/or room numbers will be supplied by the county.

- 5) 3rd floor cable runs will be Cat 5e cable and terminate into an existing Cat 5e patch panel.

By:



Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

OFFEROR has examined **Addendum #3** to Request for Bid #37-28SEP17 – *Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center Radios*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

PRE-BID CONFERENCE
RFB – 37-28JUL17 – REPLACEMENT OF EXISTING
CABLING SYSTEM ON THE 1ST & 2ND FLOORS OF THE
BOONE COUNTY GOVERNMENT CENTER
09-26-17 – 1:30 P.M.

	Representative Name	Business Name	Telephone Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391
2.	Shannon Steelman	Steel-Nett	573-823-9932
3.	Sean LaFond	ESI .comm	636-578-9158
4.	Kevin Belcher	Meyer Electric	573 893-2335
5.	Preston Sharp	Towner Communications (TCS)	573 298-6092
6.	Ryan Frish	Boone County	886-4445
7.	Akon Besh	Boone County	886-4315
8.	Robert Wilson	Purchasing	
9.	Brian Kemp	Boone County	596 4129
10.	Jeff Sargent	CenturyLink	913-593-4203
11.	Stephen Havelka	Lan-Te 1	816-540 5615
12.			
13.			
14.			
15.			

slafond@
boonecounty.com



BOONE COUNTY, MISSOURI
Request for Bid #37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

ADDENDUM # 2 - Issued September 19, 2017

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

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

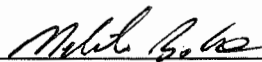
CHANGE Request for Bid Due Date and Bid Opening Date and Time to:

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. central time on Thursday, October 5, 2017** at the Boone County Annex building, Purchasing Department, Attn: Melinda Bobbitt, CPPO, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be opened after 1:30 p.m. central time on October 5, 2017 in the in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

By: 
Melinda Bobbitt, CPPO, CPPB
Director, Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid #37-28SEP17 – *Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center Radios*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RFP #: 37-28SEP17

9/19/17



**Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County
Government Center**

Bid Number: 37-28SEP17

CONSTRUCTION BID REQUEST

Bid Documents,
General Specifications
Technical Specifications

BOONE COUNTY COMMISSION

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

INFORMATION TECHNOLOGY / PROJECT MANAGER

Aron Gish, Director of Information Technology

BOONE COUNTY PURCHASING

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

A pre-bid conference has been scheduled for Tuesday, September 19, 2017 at 1:30 p.m. central time in the Government Center, conference room 301 located at the Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. Bidders **MUST** attend a pre-bid conference in order to submit a bid response.

Questions specific to this project should be directed to the Purchasing Department. All questions pertaining to the project should be received by 5:00 p.m. central time on September 22, 2017.

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***For the awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein if Bid Response is \$50,000 or greater at the time of contract execution (not with Bid Response).**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following project:

Project Name: Replacement of Existing Cabling System on the 1st and 2nd Floors of the Boone County Government Center

Bid Number: 37-28SEP17

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

Lump Sum Bid: Replace the existing Structured Cabling System on the 1st and 2nd floor of the Boone County Government Center located at 801 East Walnut, Columbia, MO 65201. There will also be eight (8) new copper cable runs needed on the 3rd floor.

Bids Accepted Until:

Sealed bids will be accepted until 1:15 p.m. central time on Thursday, September 28, 2017 at the Boone County Annex building, Purchasing Department, Attn: Melinda Bobbitt, CPPO, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be opened after **1:30 p.m. central time on September 28, 2017** in the in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Pre-Bid Conference:

A pre-bid conference has been scheduled for Tuesday, September 19, 2017 at 1:30 p.m. central time in the Boone County Government Center, conference room 301, 801 E. Walnut Street, Columbia, Missouri. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. **Bidders MUST ATTEND a pre-bid conference in order to submit a bid response.**

Bid Questions Deadline:

All questions pertaining to the project should be received by **5:00 p.m. central time, September 22, 2017** in order to allow an addendum to be prepared. Questions shall be directed to Melinda Bobbitt, CPPO, Director of Purchasing by U.S. mail, fax, or email: mbobbitt@boonecountymmo.org.

Bonding Requirements:

If Bidder's bid response is \$50,000 or greater, the following bonds are required:

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

- **Bid Bond or Certified Check (from Bidder):** 5% of the Base Bid
- **Performance and Labor & Material Payment Bond (from awarded Contractor):** each in the amount of full contract price.

Prevailing Wage:

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.

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.

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center**

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 bid; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center.**

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

SECTION II

The Bidder, hereby agrees to complete the **replacement of existing cabling** work in the Government Center, 801 East Walnut Street project herein specified before the completion date and to allow a deduction of **\$100.00 dollars per working day** from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

Project Completion Timeframe: The Contractor agrees to complete the replacement of existing cabling project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued in the **Fall of 2017**.

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 bid responses as it deems to its best interest.

SECTION V

If this bid response is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in

such manner as is necessary for the completion of the work herein specified before the completion date.

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications 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 bid response.

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

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

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

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Request for Bid **37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center** will be constructed, Scope of Work, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda, if any, should be signed and attached to the bid response 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 must 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.

BONDS: If Bidder's bid response is \$50,000 or greater, the following bonds are required:

Performance Bond and Labor and Material Payment Bond: 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.

Bid Bond: A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the bid response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Respondent shall forfeit the deposit or amount of the Bid Bond as

liquidated damages, and no mistakes or errors on the part of the Respondent shall excuse the Respondent or entitle the Respondent to a return of the deposit or Bid Bond.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications, or any other proposed Contract documents, they may submit to the Purchasing Department a written request for an interpretation thereof six days prior to the submittal of bid. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

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

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

***IF BID RESPONSE IS GREATER THAN \$50,000 FOR THE AWARDED CONTRACTOR, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED HEREIN AT TIME OF CONTRACT EXECUTION.**

Performance bond and labor and material payment bond to be provided at the time of contract execution (not returned with vendor)

1. BIDDING GUIDELINES

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

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

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

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

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

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

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

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

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

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

2. BIDDING INSTRUCTIONS

See Page 13 for Bid Form

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

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

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

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

Attn: Melinda Bobbitt, Director of Purchasing

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

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

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

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

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

3. BIDDING INDEMNIFICATION

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

4. BIDDING MODIFICATIONS / WITHDRAWAL OF BIDS

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

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

5. BID EXPENSE

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

6. CONTRACT AWARD

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

The Owner maintains the following rights and considerations:

- a. To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid that is in any way incomplete or irregular.
- b. To waive any informality or irregularity in any Bid received.
- c. To award all or part of a bid as well as the right to let other contracts in connection with the work.
- d. To award a Contract, based on the bids received, without any further discussion of such bids,
- e. To award individual contracts for the Contract work on the basis of each separate Base Bid amount as itemized on the Bid Form(s) or award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.

7. UNIT PRICES

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

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

8. OWNER'S TAX EXEMPTION STATUS

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri

sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

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

BID FORM

REPLACEMENT OF EXISTING CABLING ON THE 1ST & 2ND FLOORS OF THE BOONE COUNTY GOVERNMENT CENTER

Bid Number 37-28SEP17

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

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

Date: _____

From: _____ hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled: Replacement of Existing Cabling on the 1st & 2nd Floors of the Boone County Government Center, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda, IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty-five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds; if applicable

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

Lump Sum Bid: Furnish labor and material to replace the existing Structured Cabling System on the 1st and 2nd floor of the Boone County Government Center located at 801 East Walnut, Columbia, MO 65201. There will also be eight (8) new copper cable runs needed on the 3rd floor.

The contractor must provide an itemized quote for two (2) options for a lump sum price:

Option 1: All cable, equipment, and labor with cable and equipment meeting CAT5e requirements: \$ _____

Option 2: All cable, equipment, and labor with cable and equipment meeting CAT6 requirements: \$ _____

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

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

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

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

Project will begin _____ calendar days after receipt of Notice to Proceed.

Project will be complete _____ calendar days after receipt of Notice to Proceed.

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20____
Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Bid Response 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 Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid 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 _____.

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.

Builder's Risk – The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract or in an amount not less than \$1,000,000.00 whichever is greater.

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). 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.

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

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

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

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

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

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

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

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

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

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

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and

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

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

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

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

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

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

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

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

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

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

One Year Correction Period

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

Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

(Sample) CONTRACT AGREEMENT

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

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

1. The Contractor at his own expense hereby agrees to do or furnish all labor, materials and equipment called for in the bid designated and marked: **37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center** and agrees to perform all the work required by the Contract in strict accordance to the Specifications.

2. The following Contract documents and all addenda (if applicable) are made a part hereof as fully as if set out herein. Change orders issued subsequent to this Contract shall be subject to the terms and conditions of this Contract unless otherwise specified in writing.

- 2.1. Notice to Bidders
- 2.2. Bid Response
- 2.3. Statement of Bidder's Qualifications
- 2.4. Instructions to Bidders
- 2.5. Bid Form
- 2.6. Anti-Collusion Statement
- 2.7. Signature and Identity of Bidder
- 2.8. Bidder's Acknowledgment
- 2.9. Work Authorization Certification
- 2.10. Insurance Requirements
- 2.11. Contract Conditions
- 2.12. Contract Agreement
- 2.13. Performance Bond
- 2.14. Labor and Material Payment Bond
- 2.15. General Specifications
- 2.16. Special Project Conditions
- 2.17. Affidavit – OSHA Requirements
- 2.18. Affidavit – Prevailing Wage
- 2.19. State Prevailing Wage Rates: Annual Wage Order No 24
- 2.20. Boone County Standard Terms and Conditions
- 2.21. Notice to Proceed

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

3. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and

research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.

4. Time and Manner of Construction:

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

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

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

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

a. The cost of materials shall be determined by the invoices.

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

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

6. The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Project Manager as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner (if applicable).

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

8. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

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

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

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

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

\$ _____

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

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

(Date)

CONTRACTOR:

By: _____
Authorized Representative (Signature)

Authorized Representative (Print or Type Name)

Title

OWNER:

BOONE COUNTY, MISSOURI

By: _____
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Approved as to Legal Form:

Taylor Burks, County Clerk

Boone County Counselor

AUDITOR CERTIFICATION

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

Signature

Date

Appropriation Amount

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

Bid Number: 37-28SEP17
Replacement of Existing Cabling System on the 1st & 2nd Floors
of the Boone County Government Center
BOONE COUNTY - MISSOURI

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

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

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

_____ DOLLARS

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

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

**Bid Number: 37-28SEP17
Replacement of Existing Cabling System on the 1st & 2nd Floors
of the Boone County Government Center
BOONE COUNTY - MISSOURI**

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

GENERAL SPECIFICATIONS

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

SECTION 1. - DEFINITIONS

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

SECTION 2. – BID REQUIREMENTS AND CONDITIONS

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

2.2 Bid Guaranty. If bid is greater than \$50,000. Each bid response shall be accompanied by a bid guaranty. The character and the amount of the bid guaranty to be furnished by Bidders shall be stated in the bid for each project. The bid 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 bid guaranty.

2.3 Delivery of Bids. Each bid response shall be submitted in a sealed envelope marked clearly to indicate its contents. All bids shall be filed prior to the time and at the location specified in the Notice to Bidders. Bids 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 and best 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 bid response, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – For the provision of material and labor to replace the existing Structured Cabling System on the 1st and 2nd floor of the Boone County Government Center located at 801 East Walnut, Columbia, MO 65201. There will also be 8 new copper cable runs needed on the 3rd floor.

4.1. Scope of Service:

4.1.1 Furnish, install, test and certify complete with all accessories a copper (SCS) Structured Cabling System with a minimum twenty (20) year (25 preferred) performance warranty for the entire system from the manufacturers and a minimum of 1-year warranty for materials and labor from the SCS installer. The goal of the project is to provide an enhanced (replacement) SCS that shall serve as a vehicle for the transport of voice telephony, data, audio, video, security and low voltage devices for building controls and management, throughout the building's first and second floor from designated demarcation points to outlets located at various desk, workstation and other locations which already exist with inferior cabling and accessories. We believe the project to consist of the installation of an estimated 1372 copper cable runs to a central demarcation location(s).

4.1.2 The Bidder shall provide options to use existing wall boxes or to install new ones, with the goal to provide the least interruption to employees.

4.1.3 All cables must be tested and certified with final results being provided to the client in compliance with EIA/TIA/IEEE standards.

4.1.4 The contractor shall label the patch panels and wall plates with printed labels as directed by the County.

4.1.5 The contractor must supply all tools, equipment, hardware, material, transportation, labor and all other related services unless specifically provisioned by the County.

4.1.6 The contractor must supply Angled Keystone Wall Plates for all new runs.

4.1.7 The contractor must remove and dispose of all old cable per local building code.

4.2 Cabling and Installation Specifications

4.2.1 All cabling and associated hardware must be plenum where required by code.

4.2.2 The contractor must supply new keystones and patch panels for all copper cable runs.

4.2.3 All copper cables must be suspended every 4-6 feet above the finished drop ceiling.

4.2.4 Cabling shall not be laid on ceiling grid structure, ceiling tiles, or supported on any structure not specifically designed for supporting cables.

4.2.5 Cabling shall not be installed within 4-feet of transformers or motors. When running parallel to power conduits or fluorescent light fixtures cabling must maintain a minimum of a 1-foot separation always.

4.2.6 Termination of copper data cables shall be TIA-568B standard. If a different standard is recommended, the county must approve prior to awarding the contract.

4.2.7 All copper cable runs must be home runs. Cable runs will be from the wall jack (keystone) to a central wiring location(s) in the building. No splicing or couplers can be used.

4.3 Equipment Specifications

4.3.1 The contractor must supply all structured cabling.

4.3.2 The contractor must supply and install all patch panels. The patch panels shall be Hubbell, Panduit or Siemon angled patch panels.

4.3.3 The contractor must supply all keystones, wall boxes, and faceplates in the color of ivory.

4.3.4 The contractor must supply and mount the necessary 2-post 19" network racks in the central wiring location(s). Racks must include the necessary horizontal and vertical cable management.

4.3.5 The contractor must supply 450 blue copper patch cables of various lengths with the maximum length being 7 feet. Copper patch cables must be from the same manufacture that is used in the rest of this project. If the contractor needs to make a substitution, it must be approved prior to the award of the contract.

4.3.6 The contractor must supply the warranty of equipment and the work that is being done.

4.3.7 The contractor must provide an itemized quote for 2 options.

4.3.7.1 Option 1: All cable, equipment, and labor with cable and equipment meeting CAT5e requirements

4.3.7.2 Option 2: All cable, equipment, and labor with cable and equipment meeting CAT6 requirements

4.4 System Installer Minimum Qualifications

4.4.1 The installer selected for the project must be certified by the manufacturers of the products, adhere to the engineering, installation and testing procedures, and utilize the authorized manufacturer's components and distribution channels in provisioning the project.

4.4.2 The installer directly responsible for this work shall be a Structured Cabling System (SCS) Installer who is, and who has been, regularly engaged in the providing and installation of commercial and industrial telecommunications wiring systems of this type and size for at least the immediate past five years. Any other company working for the SCS installer of this system shall have the same training and certification as the SCS installer.

4.4.3 The SCS Installer shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size. The SCS Installer shall own and maintain tools and equipment necessary for successful installation and testing of SCS and have personnel who are adequately trained in the use of such tools and equipment. The county may elect to request submittal of additional financial, operational and administrative information of the SCS installer to demonstrate the required experience.

4.4.4 The SCS Installer shall possess a State of Missouri Low Voltage License if required by the State.

4.4.5 The SCS Installer shall maintain a permanent office within 100 miles of the project site.

4.5 Warranty

4.5.1 A minimum of twenty (20) year (25 year preferred) warranty available for the Structured Cabling System (copper infrastructure) shall be provided for an end-to-end channel model installation which covers applications assurance, cable, connecting hardware and the labor cost for the repair or replacement thereof.

4.5.2 Additional features of the warranty shall include that the SCS installed system complies with the margin claimed by the manufacturer above the category rating specifications on all

transmission parameters across the entire frequency range supported by the SCS as shown on the manufacturers catalogs and literature.

SECTION 5 - CONTROL OF WORK

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.5. The net amount due on the estimate will be certified to the County for payment.

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

1. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
2. Failure to properly submit certified copies of labor payrolls required under Section 11.
3. Defective work not remedied.
4. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
5. A reasonable doubt that the contract can be completed for the balance then unpaid.
6. Damage to another Contractor.

9.5. Release of Retained Percentages:

9.5.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

9.5.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously

retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

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

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

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

- a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - b. On the Project:
 1. State Wage Rates Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 5. Notice requesting referral of minorities by present employees.

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

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

SPECIAL PROJECT CONDITIONS

SECTION 1 – PROJECT NAME AND LOCATION:

37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

801 E. Walnut Street

Columbia, MO 65201

SECTION 2 - GENERAL

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

- a. All work to be governed by and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.
- b. If a contradiction in the contract documents occurs then the more restrictive interpretation shall prevail and be included in that respective contractor's bid.
- c. The responsibilities of each contractor are intended to coincide to provide a complete and total project. It is the responsibility of each Bidder to become familiar with the Construction Documents for the Project and identify and/or discrepancies or misunderstanding that may exist.
- d. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and insure that these policies are enforced each day.
- e. Contractor's Employee Conduct: Contractor shall be responsible for proper personal conduct of all of Contractor's personnel while they are on the premises or providing services hereunder. The Government Center is smoke-free and Contractor and Contractor's employees shall adhere to this policy. Contractor shall not employ any person(s) on or about the premises that, while on the premises, use improper language, act in a loud or boisterous manner, whistles or calls to pedestrians on the street/sidewalk, abuse controlled substances, consume alcoholic beverages, or use tobacco products. Contractor shall remove any employee whose conduct County believes to be detrimental to the best interest of County. Employees shall leave the premises immediately at the conclusion of their shift.
- f. The Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and inspection.
- g. The Contractor shall be represented at the site by a competent full-time superintendent / foreman from the beginning of the work until acceptance.
- h. The Contractor and subcontractors are required to attend job progress meetings as required by the Owners representative.
- i. Work hours: Contractor shall provide service during normal business hours. Normal business hours are 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding holidays.

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

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

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

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

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

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

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

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

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



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

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

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 Bid.
 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.
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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.



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

"No Bid" Response Form

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

"NO BID" RESPONSE FORM

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

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

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

Bid: 37-28SEP17 – Replacement of Existing Cabling System on the 1st & 2nd Floors of the Boone County Government Center

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

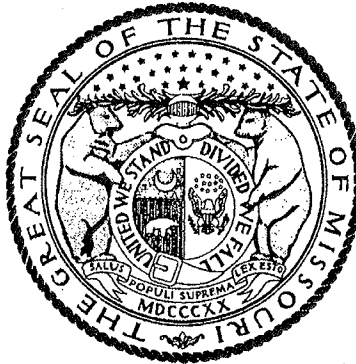
Date: _____

REASON(S) FOR NOT BIDDING:

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	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 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	6/17		\$27.32	122	76	\$12.08
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	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
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 \ Waterproofer			\$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	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
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

**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.

**REPLACEMENT PAGE
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.

**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
BOONE COUNTY
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 \$27.76 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 \$1.37 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 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	6/17	\$31.02	23	16	\$16.85
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	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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

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

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

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

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

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

NO. 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 \$16.25 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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

November

20

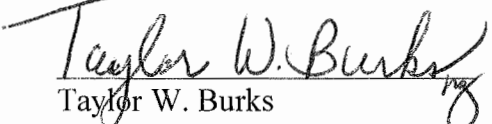
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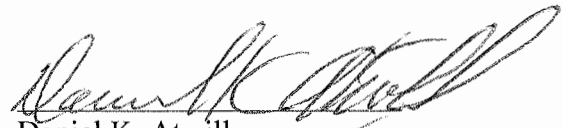
the following, among other proceedings, were had, viz:

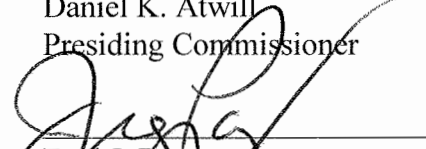
Now on this day the County Commission of the County of Boone does hereby accept the attached certification of election from the County Clerk and Election Authority for Boone County, Missouri for the election held on the 7th day of November, 2017 regarding Proposition U to impose a local use tax on out-of-state purchases at the same rate as the total local sales tax rate, currently one and three quarters percent (1.75%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action.

Done this 16th day of November, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

16th

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November

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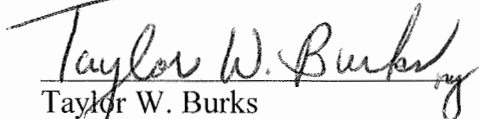
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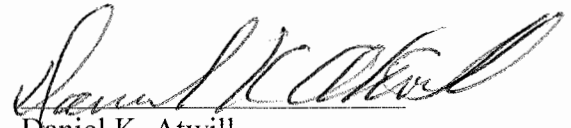
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the reduction to the Letter of Credit for Toalson Estates on behalf of Williams N. Toalson as Trustee of the Gara W. Toalson Revocable Indenture of Trust and authorize the Presiding Commissioner to sign the Reduction Certificate and to authorize release of the General Warranty Deed, dated July 14, 2017, being held in escrow at Boone Central Title Company to Williams N. Toalson as Trustee of the Gara W. Toalson Revocable Indenture of Trust.

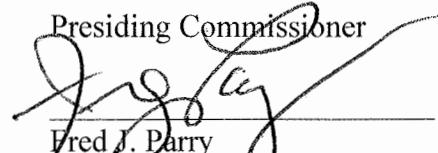
Done this 16th day of November, 2017

ATTEST:

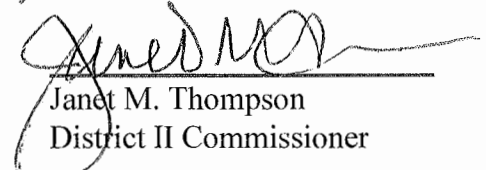

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

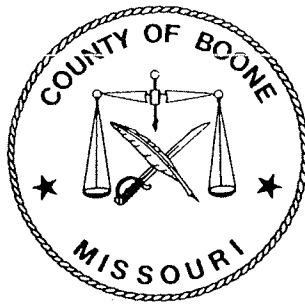
Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner



Reduction Certificate

November 14, 2017

Landmark Bank
801 E. Broadway
Columbia, Missouri 65201
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100705028
Dated: July 17, 2017
In Favor of Boone County, Missouri on behalf of Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000, of Boone County, Missouri

Gentlemen:

This certificate authorizes reduction in the amount of \$276,575.00 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$132,320.00.

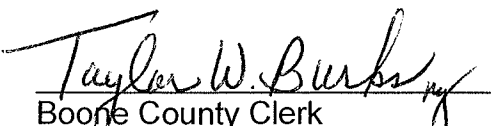
BOONE COUNTY, MISSOURI

By: 
Presiding Commissioner

APPROVED BY:


Stan Shawver, Director, Boone County
Resource Management

Attest:


Boone County Clerk

Commission Order: 516-2017



IRREVOCABLE LETTER OF CREDIT

NO. 2100705028

DATE: July 17, 2017

Amount: \$408,895.00

Developers: Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000

**Beneficiary: County of Boone
Attn: Director, Boone County Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201**

Ladies and Gentlemen:

At the request and for the account of Developers, Landmark Bank, a banking association, issues this irrevocable and unconditional Letter of Credit No. 2100705028 ("Letter of Credit") in the amount of \$408,895.00, effective immediately, in favor of Beneficiary, the County of Boone, expiring on July 17, 2019.

Unless otherwise directed by Beneficiary, on July 18, 2018 Landmark Bank will transfer to Beneficiary from Developers' account with Landmark Bank located at 801 E. Broadway, Columbia, Missouri 65201 the amount of \$276,575.00 to Beneficiary's Account No. 211000837 at Landmark Bank, or such other account as then-designated by the Boone County Treasurer.

Unless otherwise directed by Beneficiary, on July 17, 2019 Landmark Bank will transfer to Beneficiary from Developers' account with Landmark Bank located at 801 E. Broadway, Columbia, Missouri 65201 an additional \$132,320.00 to Beneficiary's Account No. 211000837 at Landmark Bank, or such other account as then-designated by the Boone County Treasurer.



This letter of credit may be extended by an agreement to extend, executed by Developers and Beneficiary, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt from the Beneficiary, from time to time, of a written reduction certificate in substantially the same form as Exhibit "A", attached hereto, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive that written reduction certificate.

This letter of credit sets forth our undertaking in full, and this undertaking shall not in any way be modified, amended, amplified, or limited, except by any extension agreement as above referenced or by a document in substantially the same form as Exhibit "A".

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: Steve Tanzey

Print: Steve Tanzey

Title: Senior Credit Executive

Exhibit "A"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Landmark Bank
801 E. Broadway
Columbia, Missouri 65201
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.:
Dated:
In Favor of Boone County, Missouri on behalf of Williams N. Toalson, as
Trustee of the Gara W. Toalson Revocable Indenture of Trust dated
January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband
and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin
Revocable Trust dated August 9, 2000, of Boone County, Missouri

Sir or Madam:

This certificate authorizes reduction in the amount of \$_____ of the
above letter of credit. The remaining maximum available credit for this letter of credit is
\$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Boone County
Resource Management

Boone County Clerk

Commission Order: _____

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 14th day of July, 2017, by and between Williams N. Toalson, as Trustee of the Gara W. Toalson Revocable Indenture of Trust dated January 7, 1985; Williams N. Toalson and Vickie K. Toalson, husband and wife; and Gara Ann Martin, as Trustee of the Gara Ann Martin Revocable Trust dated August 9, 2000, Grantors, and The Boone County Regional Sewer District, Grantee.

Grantees' mailing address: 1314 N. 7th St, Columbia, MO 65201

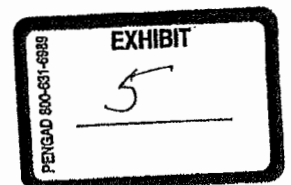
WITNESSETH, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, AND SELL CONVEY AND CONFIRM unto the Grantees the following described Real Estate, situated in the COUNTY of BOONE and State of Missouri, to wit:

WASTE WATER TREATMENT FACILITY 3.94 AC. As shown on the Toalson Estates Plat, Recorded as Instrument No. _____, at Book ____, Page ____, Records of Boone County, Missouri.

Subject to easements and other matters now of record.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and appurtenances to the same belonging, unto the Grantees, the Grantor covenanting that it and its heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title of the premises unto the Grantees, and to the Grantees' heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused its president to execute this deed on the day and year first above written.



Grantors:

Williams N. Toalson

Williams N. Toalson, as Trustee of the
Gara W. Toalson Revocable Indenture of Trust
dated January 7, 1985, and as an individual;

Vickie K Toalson

Vickie K. Toalson, an individual,

Gara Ann Martin
Gara Ann Martin, as Trustee of the Gara Ann Martin
Revocable Trust dated August 9, 2000

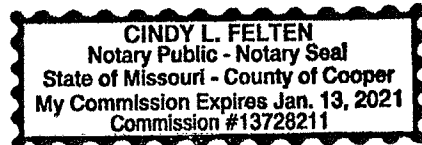
STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally
appeared Williams N. Toalson, and acknowledged that he signed this instrument as his
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L Felten
NOTARY PUBLIC

My Commission expires: 01-13-21



STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 14th day of July, 2017, before me personally appeared Vickie K. Toalson, and acknowledged she signed this instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 14th day of July, 2017.

Cindy L. Felten
NOTARY PUBLIC


My Commission expires: 01-13-21



STATE OF Florida)
)ss.
COUNTY OF Collier)

On this 13 day of July, 2017, before me personally appeared Gara Ann Martin, and acknowledged she signed this instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Marco Island FL, this 13 day of July, 2017.

 Cassandra C. Hernandez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG061874
My Commission Expires: 1/11/2021

Cassandra C. Hernandez
NOTARY PUBLIC



1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

November 7, 2017

Stan Shawver
Boone County Resource Management
801 East Walnut
Room 315
Columbia, MO 65201

RE: Sanitary sewers for Final Plat Toalson Estates recorded in Book 51, Page 51

Dear Mr. Shawver:

At their regular meeting on Tuesday, August 15, 2017 the BCRSD Board of Trustees accepted the sanitary sewers serving the above –referenced plat for ownership, operation and maintenance. The personal property rights were conveyed to the BCRSD by a Bill of Sale recorded in Book 4795, Page 74 and the real property rights were conveyed by an easement recorded in Book 4760, Page 19.

The BCRSD does not oppose the County providing to Landmark Bank a reduction certificate directing Landmark to reduce the maximum available credit under the Developers' Letter of Credit by \$276,575.00. Further the BCRSD does not oppose the County releasing to the Developers the warranty deed given pursuant to paragraph 4 of the Agreement at Book 4783, Page 116.

Thank you for your cooperation in this matter. If you have any questions regarding this issue or others please feel free to call me at 573.443.2765.

Sincerely,
BOONE COUNTY REGIONAL SEWER DISTRICT

Tom Ratermann
General Manager

C: File
Bill Florea, Boone County Resource Management by e-mail