

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

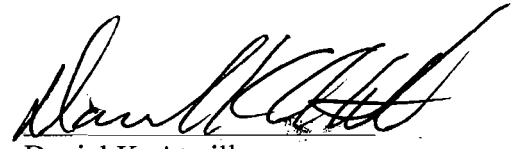
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 715 Demaret Drive, parcel #17-313-11-01-040.00 01

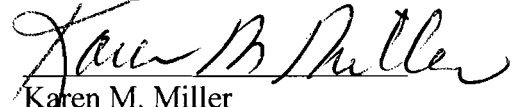
Done this 16th day of December, 2014.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	December Session
715 Demaret Drive)	October Adjourned
Columbia, MO 65202)	Term 2014
)	Commission Order No. <u>572-2014</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of December 2014, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, garbage, derelict and inoperable appliances and other refuse on the premises.
4. The location of the public nuisance is as follows: 715 Demaret Drive, a/k/a parcel# 17-313-11-01-040.00 01, Section 11, Township 48, Range 12 as shown in deed book 2696 page 0055, Boone County.
5. The specific violation of the Code is: trash, rubbish, garbage, derelict and inoperable appliances and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 8th day of October to the lien holder and the 7th day of November to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.


Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

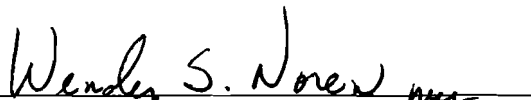
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 11/24/14 @ ~ 9:40 am
715 Demaret Drive



Photographs taken 11/24/14 @ ~ 9:40 am
715 Demaret Drive



Patterson Property Management LLC/Premier Bank
715 Demaret Drive
Health Department nuisance notice - timeline

- 9/24/14: citizen complaint received
- 10/6/14: initial inspection conducted
- 10/7/14: notice of violation sent to owner and lien holder
- 10/8/14: lien holder signed for notice
- 11/5/14: first reinspection conducted – violation not abated
- 11/7/14: notice of violation posted in local newspaper to owner – owner never signed for certified letter
- 11/24/14: reinspection conducted – nuisance not abated – photographs taken
- 12/2/14: hearing notice sent to owner and lien holder

Oct 3, 2014 2:20:45 PM CDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavLine

6087

- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6087 Status: Open Entity: City of Columbia

Description:

Comments

Marti Yount - 882-7819 - 6110 St. Charles Road - furniture out for a month - 715 Demaret - tons of trash including appliances on both sides of duplex

Call Details

Call type: CE-County Nuisance

Entry date/time: 09/24/2014 09:55:02

Entry user ID: Vellema, Kristine - Health E

Origin: Telephone

Work group: Environmental Health

Contact Information

Contact ID: 147779

Contact name: ANONYMOUS in County

Customer:

Location:

Service:

Call Assignment/Notification

Contact notification: None

Notification date:

Email updates: No

Notification user: Vellema, Kristine - Health E

Forward to user: Vellema, Kristine - Health E

Close Information

Close data/time: 00:00:00

Close user:

Elapsed time:

Action taken:

Print

Cancel

Exit

Refresh

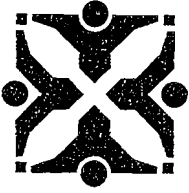
Toggle Inform...

Contact Inquiry

10/6 723: trash

721: "

715: appliances, trash



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Patterson Property Management LLC
PO Box 185
Jefferson City, MO 65102

An inspection of the property you own located at 715 Demaret Drive (parcel # 17-313-11-01-040.00 01) was conducted on October 6, 2014 and revealed trash, rubbish, garbage, derelict and inoperable appliances and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, December 16, 2014 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

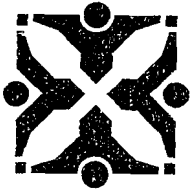
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 2nd day of December 2014 by mn



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

Premier Bank
815 West Stadium Boulevard
Jefferson City, MO 65109

An inspection of the property you hold a lien on located at 715 Demaret Drive (parcel # 17-313-11-01-040.00 01) was conducted on October 6, 2014 and revealed trash, rubbish, garbage, derelict and inoperable appliances and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

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If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

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Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 2nd day of December 2014 by mm

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Breanne May, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ November 7, 2014
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

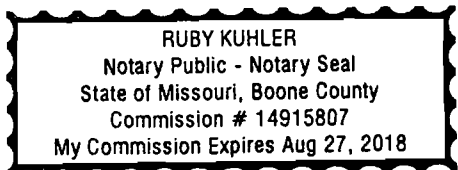
\$65.61

Printer's Fee

By Breanne May
Breanne May

Subscribed & sworn to before me this 19 day of November, 2014

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Patterson Property Management LLC
PO Box 185
Jefferson City, MO 65102

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Fairway Meadows Subdivision, Block 1, Lot 24, a/k/a 715 Demaret Drive as shown by deed book 2696 page 0055

Type of Nuisance: Trash, rubbish, garbage, derelict and inoperable appliances and other refuse

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission; and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication:
Stephanie Browning, Director,
Columbia/Boone County
Health Department

INSERTION DATE: November 7, 2014



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Premier Bank
815 West Stadium Boulevard
Jefferson City, MO 65109

An inspection of the property you hold a lien on located at 715 Demaret Drive (parcel # 17-313-11-01-040.00 01) was conducted on October 6, 2014 and revealed trash, rubbish, garbage, derelict and inoperable appliances and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 7th day of October 2014 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7013 2250 0002 4428 9353

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48

Postmark Here

Sent To **Premier Bank**
 Street, Apt. No., or PO Box No. **815 W. Stadium Blvd.**
 City, State, ZIP+4 **Jefferson City, MO 65109**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Shannon Barney</u> C. Date of Delivery <u>10/8/14</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Premier Bank 815 W. Stadium Blvd. Jefferson City, MO 65109</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7013 2250 0002 4428 9353</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 17-313-11-01-040.00 01

Property Location 715 DEMARET DR

City **COMMON ROAD DISTRICT (CO)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **PATTERSON PROPERTY MANAGEMENT LLC**
 Address **PO BOX 185**
 City, State Zip **JEFFERSON CITY, MO 65102**

Subdivision Plat Book/Page **0010 0002**
 Section/Township/Range **11 48 12**
 Legal Description **FAIRWAY MEADOWS BLK 1 LOT 24**
 Lot Size **94.03 x 120.00**
 Irregular shape **Y**
 Deed Book/Page **2696 0055 2176 0863 1798 0645**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,000	40,000	55,000	RI	2,850	7,600	10,450
Totals	15,000	40,000	55,000	Totals	2,850	7,600	10,450

Most Recent Tax Bill(s)

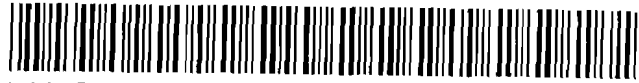
Residence Description

Year Built **1970**
(ESTIMATE)
 Use **DUPLEX (102)**

Basement **NONE (1)** Attic **NONE (1)**

Bedrooms **4** Main Area **1,144**
 Full Bath **2** Finished Basement Area **0**
 Half Bath **0**
 Total Rooms **8** Total Square Feet **1,144**

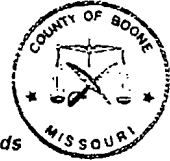
Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri
Date and Time 04/04/2005 at 03:06:14 PM
Instrument # 2005008053 Book 2696 Page 55
Grantor RADEL, JEFFREY
Grantee PATTERSON PROPERTY MANAGEMENT LLC

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2


Bettie Johnson, Recorder of Deeds



Boone-Central Title Company
File No. 0511146

Missouri General Warranty Deed

This Indenture, Made on 4th day of April, 2005, by and between

Jeffrey Radel and Terri Radel, husband and wife,
as GRANTOR, and

Patterson Property Management, L.L.C., a Missouri limited liability company,
as GRANTEE, whose mailing address is: *209 North 12st Street*
Linn, Mo - 65051

Property Address: 715 Demaret, Columbia, MO 65202

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

LOT TWENTY-FOUR (24) OF FAIRWAY MEADOWS SUBDIVISION, BLOCK NO. 1, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10 AT PAGE 2, RECORDS OF BOONE COUNTY, MISSOURI.


Subject to easements, restrictions, reservations, and covenants of record, if any

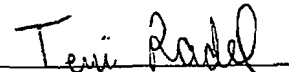
TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever, the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed, that GRANTOR has good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO APR 4 2005

IN WITNESS WHEREOF. The GRANTOR has hereunto executed this instrument on the day and year above written.


Jeffrey Radel


Terri Radel

State of Missouri

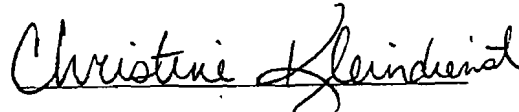
}
} ss
}

County of Boone

On this 4th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Jeffrey Radel and Terri Radel, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

My Term Expires. _____

Christine Kleindienst
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF CALLAWAY
MY COMMISSION EXPIRES DECEMBER 16 2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby award bid 50-18NOV14 – MKT Trail Grading Services Term & Supply to C. L. Richardson Construction Co., Inc. of Ashland, MO.

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

Done this 16th day of December, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB *ES*
DATE: December 4, 2014
RE: RFB #50-18NOV14 MKT Trail Grading Services-Term & Supply

RFB 50-18NOV14 – MKT Trail Grading Services closed on November 18, 2014 with one bid response received from C. L. Richardson Construction Co., Inc of Ashland, Mo. This vendor held the previous contract with Boone County for the MKT Trail Grading Services and is documented to have rendered satisfactory vendor performance.

Facilities Maintenance and Purchasing recommend award of RFB 50-18NOV14 for MKT Trail Grading Services to C. L. Richardson Construction Co., Inc for term and supply with initial 12-month term effective with date of Commission Order, and having four optional 12-month renewal periods. Work will be paid from department 1610-Parks and Recreation, account 60400 (grounds maintenance) with projected budget of \$20,000.00.

cc: Bob Davidson, Facilities Maintenance
Contract File

**PURCHASE AGREEMENT
FOR
MKT TRAIL GRADING SERVICES**

THIS AGREEMENT dated the 16th day of December 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and C. L. Richardson Construction Company, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **MKT Trail Grading Services**; County of Boone Request for Bid 50-18NOV14, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum 1, and the Contractor's bid response dated November 18, 2014, and executed by C.L. Richardson, President of C.L. Richardson Construction Company, as Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, County's RFB Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from Contractor and Contractor agrees to supply the County all materials and labor to perform MKT Trail Grading Services per the bid specifications and in conformity with the contract documents, and for the prices set forth in the Contractor's bid response. Services to be provided as needed and ordered by Boone County Facilities Maintenance.

3. **Contract Duration** - This agreement shall commence on date of Commission Order written above and **extend through December 31, 2015** with up to four (4), one-year renewal options, subject to the pricing clauses in Contractor's RFB response, and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, extra services, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

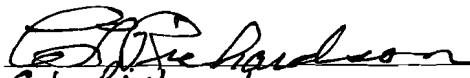
573-2014

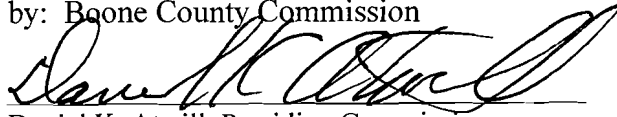
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

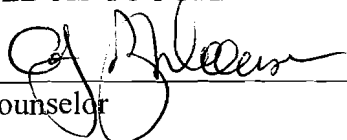
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

C. L. RICHARDSON CONSTRUCTION CO. BOONE COUNTY, MISSOURI

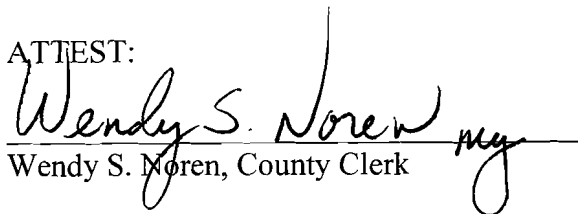
by 
C.L. Richardson
title President

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

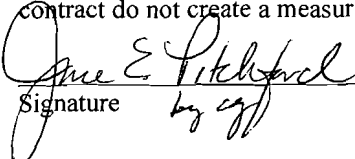
ATTEST:


Wendy S. Moren, County Clerk

For County Auditor signature

AUDITOR CERTIFICATION

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


Signature *by cgl*

12/5/14
Date

1610/60400 Term and Supply Contract
No Encumbrance Required
Appropriation Account

BOONE COUNTY STANDARD TERMS AND CONDITIONS

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

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



BOONE COUNTY, MISSOURI
Request for Bid #: 50-18NOV14 -MKT Trail Grading Services-Term & Supply

ADDENDUM #1 - Issued November 7, 2014

This addendum is issued in accordance with the Bid Response Form in this Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. As this Addendum #1 involves pricing modifications to the bid, bidders need to acknowledge and return this addendum with Bidder's Response Form.

In Section 4, RESPONSE FORM, in tables for PRICING I and PRICING II, under both "Equipment and Operator" and "Equipment Mobilization", **delete pricing item** for Bobcat. This item is unnecessary.

In Section 4, RESPONSE FORM, in tables for PRICING I and PRICING II, in table 4.8.3: **CHANGE** the Unit Cost for Rock Delivery from \$____/mile TO: \$____/per Ton per Mile.

ATTACHED to this Addendum #1 is the **REVISED Response Form** for submission of quoted prices for this RFB.

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

By: Elizabeth Sanders
Elizabeth Sanders
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 50-18NOV14 - MKT Trail Grading Services- Term & Supply, receipt of which is hereby acknowledged:

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

Address: 15475 Hwy. 63 South, Ashland, MO 65010

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

Authorized Representative Signature: C.L. Richardson Date: 11/18/14

Authorized Representative Printed Name: C.L. Richardson, President

4. Response Form

4.1. Company Name: C.L. Richardson Construction Co., Inc.
 4.2. Address: 15475 Hwy 63 South
 4.3. City/Zip: Ashland, MO 65010
 4.4. Phone Number: 573-657-9557
 4.5. E-Mail: crumpd_clr@yahoo.com
 4.6. Fax Number: 573-657-1078
 4.7. Federal Tax I.D. 43-1688255
 4.7.1 Corporation
 Partnership -- Name _____
 Individual/Proprietorship -- Individual Name _____
 Other (Specify) _____

4.8. **UNDERSIGNED** proposes to furnish the equipment/service/material as indicated below in the Pricing Tables, to the County of Boone, Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in the Primary Specifications of this Request for Bid, for the price(s) quoted below. All equipment/service/material to be furnished in accordance with the Primary Specifications enclosed hereto. Bidder acknowledges that estimated quantities given below are estimates only and are not provided as a guarantee of quantity of work.

PRICING I (work performed as maintenance- such as grading and excavating for MKT Trail)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: <u>CAT 12G</u>	32	\$ <u>120</u> /hr	\$ <u>140</u> /hr	\$ <u>3,840</u>
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: <u>John DEERE 4010</u>	32	\$ <u>85</u> /hr	\$ <u>105</u> /hr	\$ <u>2,720</u>
Compaction Roller Dynapac CC122 or equal: Mfr/Model: <u>Bomag 334</u>	32	\$ <u>80</u> /hr	\$ <u>100</u> /hr	\$ <u>2,560</u>

Addendum 1, REVISED

Equipment & Operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator)Sec Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____ <u>CAT 416</u>	8	\$ <u>85</u> /hr	\$ <u>105</u> /hr	\$ <u>680</u>
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____ <u>CAT 262</u>	8	\$ <u>85</u> /hr	\$ <u>105</u> /hr	\$ <u>680</u>
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____ <u>CAT D6</u>	8	\$ <u>110</u> /hr	\$ <u>130</u> /hr	\$ <u>880</u>
Single Axle dump truck (8-9 ton loads)	8	\$ <u>65</u> /hr	\$ <u>85</u> /hr	\$ <u>520</u>
Tandem Axle dump truck (14-16 ton loads)	8	\$ <u>85</u> /hr	\$ <u>105</u> /hr	\$ <u>680</u>
Flatbed single axle dump truck (5-7 ton loads)	8	\$ <u>65</u> /hr	\$ <u>85</u> /hr	\$ <u>520</u>
One Ton Dually flatbed dump truck (2-3 ton loads)	8	\$ <u>60</u> /hr	\$ <u>80</u> /hr	\$ <u>480</u>
4.8.1. TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR:				\$ <u>13,560</u>

HARRISON CONSTRUCTION CO.
15112 HWY 63 SOUTH
ARLINGTON, VA 22204

Addendum 1, REVISED

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: <u>CAT 12G</u>	2	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>216</u>
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: <u>John Deere 4010</u>	2	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>144</u>
Compaction Roller Dynapac CC122 or equal: Mfr/Model: <u>Bomag 334</u>	2	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>144</u>
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: <u>CAT 416</u>	1	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>108</u>
Skid Steer Loader Case 90XT or equal: Mfr/Model: <u>CAT 262</u>	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Dozer/Loader, CAT D-5 or equal: Mfr/Model: <u>CAT D6</u>	1	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>108</u>
Single Axle dump truck (8-9 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Tandem Axle dump truck (14-16 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DIVISION
1515 AVENUE 20 SOUTH
SANTA ANA, CALIFORNIA 92707

Addendum 1, REVISED

Equipment Mobilization	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	36 miles	\$ 2 ⁻ /mile	\$ 72 ⁻
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	36 miles	\$ 2 ⁻ /mile	\$ 72 ⁻

4.8.2. TOTAL COST FOR MOBILIZATION: \$ 1,080⁻

4.8.3. As Needed Items-

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* see Primary Specifications	2	Ton	\$ 10.07 /ton
3" clean rock	2	Ton	\$ 10.07 /ton
1.5" surface rock	2	Ton	\$ 8.64 /ton
Rock delivery		Mile	\$.59 /Ton per mile
Labor to direct rock delivery/placement	2	Hour	\$ 4.5 ⁻ /hour

PRICING II (work performed as public work improvement- requiring prevailing wage compliance)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: <u>CAT 12G</u>	16	\$ 145 ⁻ /hr	\$ 165 ⁻ /hr	\$ 2,320 ⁻
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal- Mfr/Model: <u>John Deere 4010</u>	16	\$ 110 ⁻ /hr	\$ 130 ⁻ /hr	\$ 1,760 ⁻
Compaction Roller Dynapac CC122 or equal- Mfr/Model: <u>Bomag 334</u>	16	\$ 105 ⁻ /hr	\$ 125 ⁻ /hr	\$ 1,680 ⁻

Addendum 1, REVISED

Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____ CAT 416	4	\$ 110 /hr	\$ 130 /hr	\$ 440
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____ CAT 262	4	\$ 110 /hr	\$ 130 /hr	\$ 440
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____ CAT D6	4	\$ 135 /hr	\$ 155 /hr	\$ 540
Single Axle dump truck (8-9 ton loads)	4	\$ 90 /hr	\$ 110 /hr	\$ 360
Tandem Axle dump truck (14-16 ton loads)	4	\$ 110 /hr	\$ 130 /hr	\$ 440
Flatbed single axle dump truck (5-7 ton loads)	4	\$ 90 /hr	\$ 110 /hr	\$ 360
One Ton Dually flatbed dump truck (2-3 ton loads)	4	\$ 85 /hr	\$ 105 /hr	\$ 340

4.8.4. TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR: \$ 8,680

Addendum 1, REVISED

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: <u>CAT 12G</u>	1	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>108</u>
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: <u>John Deere 4010</u>	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Compaction Roller Dynapac CC122 or equal: Mfr/Model: <u>Bomag 334</u>	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Backhoe. John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: <u>CAT 416</u>	1	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>108</u>
Skid Steer Loader Case 90XT or equal: Mfr/Model: <u>CAT 262</u>	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Dozer/Loader, CAT D-5 or equal: Mfr/Model: <u>CAT D6</u>	1	<u>36</u> miles	\$ <u>3</u> /mile	\$ <u>108</u>
Single Axle dump truck (8-9 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
Tandem Axle dump truck (14-16 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>

Addendum 1, REVISED

Equipment Mobilization	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	<u>36</u> miles	\$ <u>2</u> /mile	\$ <u>72</u>

4.8.5. TOTAL COST FOR MOBILIZATION: \$ 828

4.8.6. As Needed Items-

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* (See Primary Specifications)	1	Ton	\$ <u>10.07</u> /ton
3" clean rock	1	Ton	\$ <u>10.07</u> /ton
1.5" surface rock	1	Ton	\$ <u>8.64</u> /ton
Rock delivery		Mile	\$ <u>.59</u> /Ton per mile
Labor to direct rock delivery/placement	1	Hour	\$ <u>65</u> /hour

4.9. Maximum % Increase on unit costs for 1st Renewal Period:

(following end of initial 12-month contract term)

PRICING TABLE I

10 %

PRICING TABLE II

10 %

4.10. Maximum % Increase on unit costs for 2nd Renewal Period:

PRICING TABLE I

10 %

PRICING TABLE II

10 %

4.11. Maximum % Increase on unit costs for 3rd Renewal Period:

PRICING TABLE I

10 %

PRICING TABLE II

10 %

4.12. Maximum % Increase on unit costs for 4th Renewal Period:

PRICING TABLE I

10 %

PRICING TABLE II

10 %

4.13. Please quote number of days notice that needs to be provided prior to start of work: 2 DAYS

If primary and secondary contracts are awarded, and primary contractor cannot meet the expected obligation, secondary contractor will be issued the project.

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Mo? (A negative response to this question will not affect evaluation of your bid.) YES NO

BOONE COUNTY MISSOURI
 BOONE COUNTY
 BOONE COUNTY

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

Authorized Representative (Sign By Hand):

C.L. Richardson Date: 11/18/14

Print Name and Title of Authorized Representative:

C.L. Richardson, President

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: C.L. Richardson Construction Company, Inc.
2. Business Address: 15475 Highway 63 South, Ashland, MO 65010
3. When Organized: 1953
4. When Incorporated: 6/24/94 5. List federal tax identification number: 43-1688255 If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: 61 yrs.
7. If you have done business under a different name, please give name and business location under that name: N/A
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why? No
10. Have you ever defaulted on a contract? No If so, give details _____
11. List of contracts completed within the last three years, including value of each: See Exhibit A next page See Attached.
12. List of projects currently in progress: See Attached.

* Attach additional sheets as necessary *

C.L. RICHARDSON CONSTRUCTION - CONTRACTED PROJECTS WITHIN LAST 3 YEARS

PROJECT	COMPLETION DATE	LOCATION	CONTACT - PHONE NO.	TOTAL
Harsco Corporation - Reed Minerals (CSR)	May-11	Huntsville, MO	Eddie Childress, HARSCO Minerals, 913-757-4561	\$ 610,000.00
Les Bourgeois (SE, GR, SD, EX)	May-11	Columbia, MO	Wayne Huebert, Huebert Bldrs, 573-449-4996	\$ 295,564.00
Mexico Memorial Airport (EX)	Jun-11	Mexico, MO	Chris Flageolle, BWR, 816-363-9565	\$ 128,015.00
Harrisburg Reclamation Project (SI, GR)	Sep-11	Harrisburg, MO	Mike Carlson, Gredell Engineering, 573-659-9078	\$ 1,237,847.00
Auto-Owners Insurance (EX, SD, WA, SE)	Oct-11	Columbia, MO	Joe Gruender, Little Dixie Const., 573-449-7200	\$ 218,354.00
Macon-Fower Memorial Airport (SI)	Oct-11	Macon, MO	Allan Muncy, City of Macon, 660-385-6521	\$ 274,126.50
Rolling Hills Road Imp. Utility Corridor Grading	Oct-11	Boone County, MO	Bo.Co. Public Works, 573-449-8515	\$ 161,647.50
Sunnydale Adventist Academy Holding Cell Force Main	Oct-11	Centralia, MO	Erv Bales, Sunnydale Academy, 573-6822164	\$ 375,407.00
Rodgers WRP Restoration (GR, EX, EW)	Feb-12	Jacksonville, MO	Mark Luckritz, USDA NRCS, 573-876-9374	\$ 81,384.00
ABC Lab Lagoon Closure (SI)	Jun-12	Columbia, MO	Dave Bennett, ES&S, 573-449-2646	\$ 42,965.00
106-108 Sexton Road Demo (GR, SE, DE)	Jul-12	Columbia, MO	Michelle Sorensen, City of Columbia, 573-874-7375	\$ 18,765.00
Hinkson Siphon Elimination Project (SE)	Jul-12	Columbia, MO	Melinda Pope, City of Columbia, 874-7375	\$ 357,716.00
Pro-Line Building Company (EX, GR, SE, WA)	Sep-12	Columbia, MO	Jason LaRue, Pro-Line Bldg. Co., 641-780-6092	\$ 592,618.00
Missouri Rural Water Association (GR, SE, DE)	Oct-12	Ashland, MO	John Hoagland, MO Rural Water Assoc., 573-657-5533	\$ 43,819.00
Conley Road TDD Transportation Services - Demolition	Nov-12	Columbia, MO	Robert - Van Matre, Harrison, etc., 573-874-7777	\$ 243,458.00
Columbia Country Club (SI, EX, DE)	Nov-12	Columbia, MO	Greg Korneta, Wadsworth Gold (GC), 815-436-8404	\$ 1,048,076.00
Boone County Concrete Rehabilitation	Dec-12	Columbia, MO	Darin Sapp, Bo.Co. Public Works, 573-864-6316	\$ 345,242.00
Columbia Public Schools Admin. Bldg. Add (SI, WA, SE)	Dec-12	Columbia, MO	Carmen Craddock, GBH Bldrs, 573-893-3633	\$ 542,674.00
Southern Boone County School Additions (SI, WA, SE)	Dec-12	Ashland, MO	Wes Doerhoff, Septagon Const., 573-442-6187	\$ 454,950.00
Emergency Repair of Flood Control	May-13	Woodbridge, MO	Bob Schoen, Army COE, 816-389-3291	\$ 310,077.50
Little Tipple Reclamation Project (SI)	Sep-13	Bates Cty., MO	Larry Burkhardt, State of MO DFMD&C	\$ 446,619.00
Midway Heights Elementary School Access Imp.	Oct-13	Columbia, MO	Charles Oestreich, Columbia Public Schools, 573-214-3774	\$ 1,108,483.00
Moser's Foods (SI, WA, SE, GR)	Nov-13	Mexico, MO	Chris Sanders, A Civil Group, 573-817-5750	\$ 205,082.00
Katy Place Trail (EX, SE, GR)	Dec-13	Columbia, MO	Melinda Pope, City of Columbia, 874-7375	\$ 299,418.00
Wastewater Treatment & Collection Imp. (SI, GR, SI, SD)	Feb-14	Hallsville, MO	Stephen Lin, Allstate Consultants, 573-875-8799	\$ 1,005,650.00
Danuser Expansion (SI)	Mar-14	Fulton, MO	Frank Dahm, Septagon Const. Co., 573-893-3113	\$ 62,853.00
Hartsburg Levee System	May-14	Hartsburg, MO	James Rudy, USACE, 816-389-3511	\$ 23,620.00
CPS Bus Barn Site Improvements (SI, SE, GR, SD)	Oct-14	Columbia, MO	Charles Oestreich, Columbia Public Schools, 573-214-3774	\$ 2,722,247.00
Hartsburg Wastewater Disinfection Improvements	Oct-14	Hartsburg, MO	Leland Neher, MECO Engineering Co., 573-893-5558	\$ 47,280.00
CPS Rock Bridge High School Soccer Field	Oct-14	Columbia, MO	Charles Oestreich, Columbia Public Schools, 573-214-3774	\$ 92,158.00
Bonne Femme Church Rd Drainage Improvements	Oct-14	Boone County, MO	Keith Austin, BoCo Resource Mgmt., 573-886-4480	\$ 178,431.00
TOTAL				\$ 12,964,546.50
Key: SI = Site work, RC = Road Construction				
WA = Water, SE = Sewer, GR = Grading				
SD = Storm Drainage, DE = Demolition				

TOTAL	PROJECT	LOCATION	CONTACT - PHONE NO.	SCHEDULED COMPLETION
\$ 300,000.00	Skip Grossnickle - Site Work & Utilities	Columbia, MO	Skip Grossnickle, 573-874-4800	Nov. 2014
\$ 1,004,024.00	Hallsville Wastewater Treatment Project	Hallsville, MO	Cheri Reich, Mayor, City of Hallsville, 573-696-3885	Nov. 2014
\$ 532,733.00	APAC - Route 63 Boone/Randolph	Boone/Randolph	Shelly Sanders, APAC-Missouri, 573-449-0886	Nov. 2014
\$ 179,484.00	Kingdom Coal Land Reclamation	New Bloomfield, MO	Mike Mueller, State of Missouri DNR, 573-694-3550	Nov. 2014
\$ 40,494.00	Henry Clay Blvd./Peterson Ln Water System Imp.	Ashland, MO	Stephen Lin, Allstate Consultants, 573-875-8799	Jan. 2015
\$ 1,620,445.85	New Franklin Wastewater Treatment Imp.	New Franklin, MO	Stephen Lin, Allstate Consultants, 573-875-8799	Dec. 2015
\$ 3,677,180.85				

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

*See Attached
Projects -
for references*

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

C.L. Richardson, President
Name and Title of Authorized Representative

C.L. Richardson
Signature

11/18/14
Date

Company ID Number: 177491

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 177491

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

Employer C. L. Richardson Construction Company, Inc.

Charles Richardson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/08/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/08/2009

Date

Company ID Number: 177491

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

RICHA17

OP ID: MD

DATE (MM/DD/YYYY)
12/02/2014

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

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

PRODUCER Rollins-Vandiver-Digges, Inc. 200 East Southampton Drive Columbia, MO 65203 Mary Davidson, CIC	CONTACT NAME: Mary Davidson
	PHONE (A/C, No, Ext): 573-875-4800 FAX (A/C, No): 573-875-4514
	E-MAIL ADDRESS: mdavidson@theinsurancegrp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Fire & Casualty Co.	NAIC # 13021
INSURER B: Missouri Employers Mutual Ins	10191
INSURER C: Cincinnati Insurance Company	10677
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **C. L. Richardson Construction**
15475 Hwy. 63 S.
Ashland, MO 65010

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	60362010	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Undergound Incl						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> CG7103 Ultra Liab						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	60362010	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			60362010	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	MEM101911607	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			EXS0260864	07/01/2014	07/01/2015	Liability 4,000,000

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

RE: RFB #50-18NOV14-MKT Trail Grading Services - Term & Supply.
Certificate Holder, all of its officers, directors and employees are additional insureds for general liability and automobile liability as their interest may appear. Waiver of Subrogation on the general liability and auto liability. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

BOONE18

Boone County Annex
Purchasing Department
613 E Ash St
Columbia, MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Davidson

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



REQUEST FOR BID (RFB)

Bid Data

Bid Number: 50-18NOV14
Commodity Title: MKT Trail Grading Services- Term & Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: **Tuesday, November 18, 2014**
Time: **2:00 PM** (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201

Bid Opening

Day/Date: **Tuesday, November 18, 2014**
Time: **2:00 PM**, Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, Mo 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
Standard Terms and Conditions
Instructions to Bidders
Statement of Bidder's Qualifications
Insurance Requirements
Contract Conditions
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Attachments: "No Bid" Response Form
E-Verify (House Bill 1549)
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Affidavits (OSHA, Prevailing Wage Law)
Sample of Bonds
Prevailing Wage Order No. 21



BOONE COUNTY, MISSOURI
Request for Bid #: 50-18NOV14 –MKT Trail Grading Services-Term & Supply

ADDENDUM #1 - Issued November 7, 2014


This addendum is issued in accordance with the Bid Response Form in this Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. As this Addendum #1 involves pricing modifications to the bid, bidders need to acknowledge and return this addendum with Bidder's Response Form.

In Section 4, RESPONSE FORM, in tables for PRICING I and PRICING II, under both "Equipment and Operator" and "Equipment Mobilization", **delete pricing item** for Bobcat. This item is unnecessary.

In Section 4, RESPONSE FORM, in tables for PRICING I and PRICING II, in table 4.8.3.: **CHANGE** the Unit Cost for Rock Delivery from \$_____/mile **TO:** \$_____/per Ton per Mile.

ATTACHED to this Addendum #1 is the **REVISED Response Form** for submission of quoted prices for this RFB.

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

By: 
Elizabeth Sanders
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **50-18NOV14 – MKT Trail Grading Services- Term & Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. E-Mail: _____

4.6. Fax Number: _____

4.7. Federal Tax I.D. _____

4.7.1() Corporation
 () Partnership – Name _____
 () Individual/Proprietorship – Individual Name _____
 () Other (Specify) _____

4.8. **UNDERSIGNED** proposes to furnish the equipment/service/material as indicated below in the Pricing Tables, to the County of Boone, Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in the Primary Specifications of this Request for Bid, for the price(s) quoted below. All equipment/service/material to be furnished in accordance with the Primary Specifications enclosed hereto. Bidder acknowledges that estimated quantities given below are estimates only and are not provided as a guarantee of quantity of work.

PRICING I (work performed as maintenance- such as grading and excavating for MKT Trail)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____

Equipment & Operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____	8	\$ _____ /hr	\$ _____ /hr	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	8	\$ _____ /hr	\$ _____ /hr	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____	8	\$ _____ /hr	\$ _____ /hr	\$ _____
Single Axle dump truck (8-9 ton loads)	8	\$ _____ /hr	\$ _____ /hr	\$ _____
Tandem Axle dump truck (14-16 ton loads)	8	\$ _____ /hr	\$ _____ /hr	\$ _____
Flatbed single axle dump truck (5-7 ton loads)	8	\$ _____ /hr	\$ _____ /hr	\$ _____
One Ton Dually flatbed dump truck (2-3 ton loads)	8	\$ _____ /hr	\$ _____ /hr	\$ _____

4.8.1. TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR: \$ _____

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____	2	_____ miles	\$ _____/mile	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____	2	_____ miles	\$ _____/mile	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____	2	_____ miles	\$ _____/mile	\$ _____
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____	1	_____ miles	\$ _____/mile	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	1	_____ miles	\$ _____/mile	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____	1	_____ miles	\$ _____/mile	\$ _____
Single Axle dump truck (8-9 ton loads)	1	_____ miles	\$ _____/mile	\$ _____
Tandem Axle dump truck (14-16 ton loads)	1	_____ miles	\$ _____/mile	\$ _____

Addendum 1, REVISED

Equipment Mobilization	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	_____ miles	\$ _____/mile	\$ _____
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	_____ miles	\$ _____/mile	\$ _____

4.8.2. **TOTAL COST FOR MOBILIZATION:** \$ _____

4.8.3. *As Needed Items-*

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* <u>see Primary Specifications</u>	2	Ton	\$ _____/ton
3" clean rock	2	Ton	\$ _____/ton
1.5" surface rock	2	Ton	\$ _____/ton
Rock delivery		Mile	\$ _____/Ton per mile
Labor to direct rock delivery/placement	2	Hour	\$ _____/hour

PRICING II (work performed as public work improvement- requiring prevailing wage compliance)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____

Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Single Axle dump truck (8-9 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Tandem Axle dump truck (14-16 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Flatbed single axle dump truck (5-7 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
One Ton Dually flatbed dump truck (2-3 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____

4.8.4. TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR: \$ _____

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____/mile	\$ _____
Single Axle dump truck (8-9 ton loads)	1	_____ miles	\$ _____/mile	\$ _____
Tandem Axle dump truck (14-16 ton loads)	1	_____ miles	\$ _____/mile	\$ _____

Equipment Mobilization	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____

4.8.5. TOTAL COST FOR MOBILIZATION: \$ _____

4.8.6. As Needed Items-

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* (See Primary Specifications)	1	Ton	\$ _____ /ton
3" clean rock	1	Ton	\$ _____ /ton
1.5" surface rock	1	Ton	\$ _____ /ton
Rock delivery		Mile	\$ _____ /Ton per mile
Labor to direct rock delivery/placement	1	Hour	\$ _____ /hour

4.9. Maximum % Increase on unit costs for 1st Renewal Period:
 (following end of initial 12-month contract term)
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.10. Maximum % Increase on unit costs for 2nd Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.11. Maximum % Increase on unit costs for 3rd Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.12. Maximum % Increase on unit costs for 4th Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.13. Please quote number of days notice that needs to be provided prior to start of work: _____ DAYS
If primary and secondary contracts are awarded, and primary contractor cannot meet the expected obligation, secondary contractor will be issued the project.

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Mo? (A negative response to this question will not affect evaluation of your bid.) YES _____ NO _____

1. Introduction and General Conditions of Bidding

INVITATION – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in the Primary Specifications.

DEFINITIONS

County – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing – The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier – All business/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

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

BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

AWARD – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

CONTRACT EXECUTION – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder’s Response.

CONTRACT PERIOD- Any Term and Supply Contract resulting from this RFB will have an initial term from date of award for one 12-month period, and may be automatically renewed for an additional four (4) years, each renewal year exercised separately and at discretion of Purchasing Director, unless canceled by either party upon thirty (30) days written notice to the other, commencing with execution of Contract.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

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

PAYMENT – The contractor shall bill the County upon acceptance by Boone County of each completed project. The contractor must submit an invoice and charges must only include those prices listed in the Contractor’s bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay correct monthly invoices within thirty (30) days from receipt of a correct invoice and all other required documents.

DELIVERY – FOB destination. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

DESIGNEE(S) – Boone County Facilities Maintenance, 613 E Ash St, Columbia, Mo., 65201.

BID CLARIFICATION - Any questions or clarifications concerning bid documents should be submitted by fax or email to Elizabeth Sanders, Senior Buyer, 613 E. Ash St, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail:

lsanders@boonecountymo.org

EVALUATION AND AWARD – Award(s) shall be made in the best interest of Boone County. The County may choose to award this bid to multiple vendors. In the event the primary contractor is unable to meet the expected obligation within the timeframe outlined by the County, the secondary contractor may be given the project.



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

Standard Terms and Conditions

Elizabeth Sanders, Senior Buyer
 Phone: (573) 886-4393 – 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 Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal

government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof no later than *5:00 pm on October 31, 2014*. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Submit your bid response to the Boone County Purchasing Office, Room 111, before the date and time listed on the cover page of this bid document for receipt of bids. Bids must be submitted in a sealed envelope and be plainly headed with the Bid #, 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 Bidder should be sure to complete the following forms. Omissions or irregularities may cause bid rejection.

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____ 5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____
10. Have you ever defaulted on a contract? _____ If so, give details _____
11. List of contracts completed within the last three years, including value of each: *See Exhibit A next page* _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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

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 their 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 them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing 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 \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

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.

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

CONTRACT CONDITIONS

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

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

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

"Department" shall mean the Boone County Facilities Maintenance Department or Public Works Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:

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

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

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

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

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

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

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

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

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

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

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any

person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

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

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

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

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

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

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

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

2. Primary Specifications

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ITEMS/SERVICES TO BE PROVIDED – Boone County, hereafter referred to as “County”, proposes to establish a Term and Supply contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for furnishing labor and equipment for grading services to the Boone County’s portion of the MKT Trail, 3662 Scott Boulevard, Columbia, Missouri. Services include occasional grading and excavating work at other Boone County properties, at the direction of department designee and in compliance with the terms and conditions of this contract.

Scope Of Work – Provide labor and equipment to perform grading, leveling, and compacting of surface rock and culvert work on the 4.2 miles of MKT Trail and at other facilities owned by Boone County Government. County estimates that grading of the trail will be required twice per year, in the spring and in the fall. County anticipates each occurrence to be approximately one to two days duration. Ditching and other related work will be on an as needed basis. Event estimates do not imply a guaranteed amount of work. County will determine the frequency and extent of the work and reserves the right to use other methods to accomplish the work as it deems appropriate. County will either provide rock hauled by in-house staff, other vendors, or will utilize this contract as deemed appropriate for each assigned project.

Contract Documents – The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award notice on contract forms provided by the County. If bidders desire to use their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form of agreement or withdraw its award offer to successful bidder if any proposed agreement contains terms and conditions inconsistent with this bid or are unacceptable to County legal counsel.

Term of Contract shall be effective from date of award and continue for one 12-month period with the option for four (4) additional 12-month renewal periods, to be exercised separately at the discretion of County.

All orders for services shall be placed on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, County reserves the right to order products/services from other vendors when the County deems it necessary.

The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are not provided then prices during any renewal period shall be the same as during the original contract period.

Contract Extension- The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of expiration or termination if it is deemed to be in the best interest of Boone County.

Inspection Of Facilities- It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extend of the work required and its relation to any other work in the area including any possible interference from other site activities.

Sub-Contractors- No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.

Contractor Qualifications And Experience- Bidders shall complete the Statement of Bidders Qualifications enclosed in this bid document and submit with their bid response.

Pricing- All prices shall be as indicated on the Response Form. County will not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.

TECHNICAL SPECIFICATIONS-

Motor Grader and Operator: Motor Grader shall be equivalent in size and performance to a Caterpillar 140 with a minimum 10 foot blade.

Tractor with 8-foot Box Blade and Operator: Tractor shall be equivalent to a Ford 9N and shall be equipped with a 3-point hitch. The width of the Box Blade must be 8 feet since the equipment must be able to cross narrow bridges.

Roller and Operator: Smooth drum vibratory roller shall be equivalent to a Dynapac CC122.

Backhoe and Operator: Backhoe shall be equivalent to a John Deere 310 with standard front loader and backhoe buckets.

Skid Steer Loader and Operator: Skid Steer Loader shall be equivalent to a Case 90XT.

Dozer/Loader and Operator: Dozer/Loader shall be equivalent to a CAT D-5.

Single Axle Dump Truck and Operator: Dump truck with load capacity of 8-9 ton loads.

Tandem Axle Dump Truck and Operator: Dump truck with load capacity of 14-16 ton loads.

Flatbed Single Axle Dump Truck and Operator: Flatbed dump truck with load capacity of 5-7 ton loads.

One Ton Dually Flatbed Dump Truck and Operator: One Ton dually flatbed dump truck with load capacity of 2-3 ton loads.

Trail Surface Rock: for this bid, defined as 'fine aggregate'. Shall be crushed limestone, not contain dirt, clays or other deleterious material. Passes 3/8 sieve 100%; passes #4 sieve 60-90%; passes #10 sieve 20-60%; passes #40 sieve 15-30%; passes #200 sieve 0-15%.

Mobilization: Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each 'event'. An event is a body of work requested by County department designee and conducted within one or more consecutive workdays. Workdays will be planned to be consecutive, but interruptions by weather, mechanical breakdown, contractor scheduling conflicts or other occurrences beyond the control of the County will count as one event. Bidders shall quote a unit price per mile for mobilization. The County shall calculate the mobilization fee for each piece of scheduled equipment by multiplying the contract rate and the round-trip mileage from contractor's shop to the job site. For purposes of this bid, bidders shall indicate the round-trip mileage to the MKT trail terminus at McBaine. If the work site is another County facility the County shall calculate fees according to the bid's unit price per mile and actual round-trip mileage. Equipment may be stored overnight on site by prior arrangement with the Manager of Facility Maintenance. County assumes no liability for equipment stored on site or while in use.

COMPENSATION- Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked with each piece of equipment according to the contract rate. County **will not** compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work, such as waiting for materials or for staff to move signs. *County will guarantee a minimum payment of two hours provided that the County requested the equipment to be on site and that the equipment and operator was available for service.*

Hours of Work: Hours of work must be coordinated with the Manager of Facility Maintenance before commencement. Work will begin within seven (7) calendar days of notification unless otherwise arranged. County anticipates most work to be done between the hours of 6:00 am and 6:00 pm, Monday through Friday. County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work if the Manager of Facility Maintenance deems it necessary for completion of the work.

Work Zone Signage: Contractor shall be responsible for all signage or barriers, at no cost to the County. Minimum signage shall be 36" square with black letters placed on the diagonal on an orange field warning of work ahead, placed on stands at each end of the Trail and with 500 feet each direction of the work zone. County staff will be available to assist with the placement of signage and flagging.

INVOICES- County's purchase order number and Contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Name of the County location where work was performed.
2. Date(s) work performed.
3. Itemized list of materials, if any.

4. Itemized cost of materials, if any.
5. Labor cost per hour for each equipment and operator, and total costs.
6. Mobilization fees, cost per mile and total cost round trip for each equipment.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. Billing address is Boone County Facilities Maintenance, 613 East Ash Street, Columbia, Mo 65201.

CONTRACTOR'S RESPONSIBILITIES- Contractor shall:

Provide well-maintained equipment and skilled operators.

Provide all fuel for the equipment and all repair work to the equipment.

Coordinate all work with the Manager of Facility Maintenance.

Follow all state, federal, and local requirements unless these specifications note exceptions.

Exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.

Repair or make satisfactory restitution for any damage to the property of others.

Be aware that pedestrians and bicyclists will be using the Trail and take necessary precautions and minimize inconvenience.

PREVAILING WAGE- The Scope of Work described in this bid is considered maintenance. However, this contract may be used as part of public works improvements projects occasionally and in that event, successful bidder will be required to comply with prevailing wage requirements. Section II PRICING will be used for public works improvement work assignments.

Performance Bond/Labor & Material Payment Bond- Contractor shall provide the County with a Performance Bond and a Labor & Material Payment Bond whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00. Contractor shall provide these bonds within (30) days of request by County. No additional payment will be made to the contractor for the procurement of these bonds. They should be incidental to all bid items. Samples of the bond forms are found herein, as part of this Request for Bid.

Method of Ordering- Request for work will be via facsimile or plan submittal. The successful vendor will be required to confirm receipt of each request and provide cost of work estimate to requesting department, complying with the specifications, terms and conditions of the contract.

Sales/Use Tax Exemption- County will provide the Contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors, (and suppliers if used for providing materials incorporated into 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 Contract number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. 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. 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 the Contract shall be new material of high quality which shall give long life and reliable operation. Workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

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

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

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. E-Mail: _____

4.6. Fax Number: _____

4.7. Federal Tax I.D. _____

4.7.1() Corporation _____

() Partnership – Name _____

() Individual/Proprietorship – Individual Name _____

() Other (Specify) _____

- 4.8. **UNDERSIGNED** proposes to furnish the equipment/service/material as indicated below in the Pricing Tables, to the County of Boone, Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in the Primary Specifications of this Request for Bid, for the price(s) quoted below. All equipment/service/material to be furnished in accordance with the Primary Specifications enclosed hereto. Bidder acknowledges that estimated quantities given below are estimates only and are not provided as a guarantee of quantity of work.

PRICING I (work performed as maintenance- such as grading and excavating for MKT Trail)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____	32	\$ _____ /hr	\$ _____ /hr	\$ _____

Equipment & Operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator)See Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____	8	\$ _____/hr	\$ _____/hr	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	8	\$ _____/hr	\$ _____/hr	\$ _____
Bobcat- Mfr/Model: _____	8	\$ _____/hr	\$ _____/hr	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____	8	\$ _____/hr	\$ _____/hr	\$ _____
Single Axle dump truck (8-9 ton loads)	8	\$ _____/hr	\$ _____/hr	\$ _____
Tandem Axle dump truck (14-16 ton loads)	8	\$ _____/hr	\$ _____/hr	\$ _____
Flatbed single axle dump truck (5-7 ton loads)	8	\$ _____/hr	\$ _____/hr	\$ _____
One Ton Dually flatbed dump truck (2-3 ton loads)	8	\$ _____/hr	\$ _____/hr	\$ _____

4.8.1. **TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR:** \$ _____

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____ _____	2	_____ miles	\$ _____ /mile	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____ _____	2	_____ miles	\$ _____ /mile	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____ _____	2	_____ miles	\$ _____ /mile	\$ _____
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	1	_____ miles	\$ _____ /mile	\$ _____
Bobcat- Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Single Axle dump truck (8-9 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____
Tandem Axle dump truck (14-16 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____

Equipment Mobilization	Estimated Events Per Year for MKT Trail work	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	_____ miles	\$ _____/mile	\$ _____
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	_____ miles	\$ _____/mile	\$ _____

4.8.2. **TOTAL COST FOR MOBILIZATION:** \$ _____

4.8.3. *As Needed Items-*

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* see Primary Specifications	2	Ton	\$ _____/ton
3" clean rock	2	Ton	\$ _____/ton
1.5" surface rock	2	Ton	\$ _____/ton
Rock delivery		Mile	\$ _____/mile
Labor to direct rock delivery/placement	2	Hour	\$ _____/hour

PRICING II (work performed as public work improvement- requiring prevailing wage compliance)

a	b	c	d	e
Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____	16	\$ _____/hr	\$ _____/hr	\$ _____

Equipment & operator	Estimated hours per year	Standard Rate per hour (equipment w/operator)	Premium Rate/hr (equipment w/operator) See Primary Specs	Extended Cost (b x c)
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Bobcat- Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Single Axle dump truck (8-9 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Tandem Axle dump truck (14-16 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
Flatbed single axle dump truck (5-7 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____
One Ton Dually flatbed dump truck (2-3 ton loads)	4	\$ _____ /hr	\$ _____ /hr	\$ _____

4.8.4. TOTAL COST FOR EQUIPMENT AND OPERATOR LABOR: \$ _____

a	b	c	d	e
Equipment MOBILIZATION	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Motor Grader, CAT 140 w/10' blade or equal- Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Tractor w/8' Box Blade, Ford 9N w/3 point hitch or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Compaction Roller Dynapac CC122 or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Backhoe, John Deere 310 w/std front loader & backhoe buckets, or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Skid Steer Loader Case 90XT or equal: Mfr/Model: _____	1	_____ miles	\$ _____ /mile	\$ _____
Bobcat- Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Dozer/Loader, CAT D-5 or equal: Mfr/Model: _____ _____	1	_____ miles	\$ _____ /mile	\$ _____
Single Axle dump truck (8-9 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____
Tandem Axle dump truck (14-16 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____

Equipment Mobilization	Estimated Events Per Year	Mileage-Round Trip to MKT Trail from bidder's shop	Price per Mile	Extended Cost (b x c x d)
Flatbed single axle dump truck (5-7 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____
One Ton Dually Flatbed dump truck (2-3 ton loads)	1	_____ miles	\$ _____ /mile	\$ _____

4.8.5. **TOTAL COST FOR MOBILIZATION:** \$ _____

4.8.6. *As Needed Items-*

Materials and labor "as needed"	Estimated Events/Year	Unit of Measure	Unit Cost
Trail surface rock* (See Primary Specifications)	1	Ton	\$ _____ /ton
3" clean rock	1	Ton	\$ _____ /ton
1.5" surface rock	1	Ton	\$ _____ /ton
Rock delivery		Mile	\$ _____ /mile
Labor to direct rock delivery/placement	1	Hour	\$ _____ /hour

4.9. Maximum % Increase on unit costs for 1st Renewal Period:
 (following end of initial 12-month contract term)
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.10. Maximum % Increase on unit costs for 2nd Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.11. Maximum % Increase on unit costs for 3rd Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.12. Maximum % Increase on unit costs for 4th Renewal Period:
 PRICING TABLE I _____ %
 PRICING TABLE II _____ %

4.13. Please quote number of days notice that needs to be provided prior to start of work: _____ DAYS
If primary and secondary contracts are awarded, and primary contractor cannot meet the expected obligation, secondary contractor will be issued the project.

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Mo? (A negative response to this question will not affect evaluation of your bid.) YES _____ NO _____

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

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative:



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 50-18NOV14- MKT TRAIL GRADING SERVICES

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and

a Corporation, organized under the laws of the State of

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

_____ Dollars,

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

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

WHEREAS, Contractor has, by written agreement dated _____ entered into

a Contract with Owner for:

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

_____, on this _____ day of _____, 20_____

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

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



**DIVISION OF
LABOR
STANDARDS**

3315 West Truman Boulevard, Room 205
P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721
www.labor.mo.gov/DLS
E-mail: laborstandards@labor.mo.gov

JEREMIAH W. (JAY) NIXON
GOVERNOR

RYAN MCKENNA
DEPARTMENT DIRECTOR

JOHN E. LINDSEY
DIVISION DIRECTOR

September 22, 2014

BEFORE THE
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
Jefferson City, Missouri

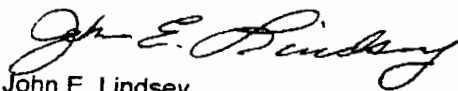
Re: Annual Wage Order No. 21

Annual Incremental Wage Increase to Annual Wage Order No. 21

Missouri's Prevailing Wage Law [Section 290.262.9 RSMo (2000)], provides for Annual Incremental Wage increases in **Adair, Andrew, Atchison, Audrain, Barry, Barton, Bates, Benton, Boone, Buchanan, Caldwell, Callaway, Camden, Carroll, Carter, Cedar, Chariton, Christian, Clark, Cole, Cooper, Crawford, Dade, Dallas, DeKalb, Dent, Douglas, Franklin, Gasconade, Gentry, Greene, Harrison, Henry, Hickory, Holt, Howard, Howell, Iron, Jasper, Jefferson, Johnson, Knox, Laclede, Lawrence, Lewis, Lincoln, Linn, McDonald, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Newton, Nodaway, Oregon, Osage, Ozark, Perry, Pettis, Phelps, Pike, Polk, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Clair, Ste. Genevieve, St. Francois, the City of St. Louis City, St. Louis County, Saline, Schuyler, Scotland, Shannon, Shelby, Stone, Sullivan, Taney, Texas, Vernon, Warren, Washington, Webster, Worth and Wright Counties.** The effective date of change is shown in the column labeled "Effective Date of Increase" by the craft (Occupational Title). These updated files have been posted to the Division's website referenced by the effective date of AWO 21 – 9/22/14. The new rates should be included in the contract specifications for all future public works projects.

The rest of Annual Wage Order No. 21 remains in full force and effect.

Given at Jefferson City, Missouri September 22, 2014, by direction of the Division of Labor Standards of Missouri.


John E. Lindsey
Division Director

(SEAL)

RECEIVED & FILED

SEP 22 2014

**SECRETARY OF STATE
COMMISSIONS DIVISION**

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

**MISSOURI
DEPARTMENT OF LABOR
& INDUSTRIAL RELATIONS**

Relay Missouri: 800-735-2966

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

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			\$31.66	55	60	\$20.11
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction) Lineman	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Rofer \ Waterproofer	9/14		\$29.30	12	4	\$14.55
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**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.

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

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

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

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

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

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

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

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

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

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

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

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 \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction/Lineman)	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oil-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Search for a Business Entity

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UCC Filings

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*Required Field

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation. We recommend you do not include these for other searches.

Search

Search for a Business Entity

Business Name Includes names Only Active Corporations

SEARCH

Search Results as of 11/19/2014 3:31 PM

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
<u>C. L. RICHARDSON CONSTRUCTION COMPANY</u>	<u>00397790</u>	Gen. Business - For Profit (Domestic)	Good Standing	6/24/1994	<u>NANCY RICHARDSON</u>

[View assistance for Search Results](#)

Search Results

Current Search Terms: C.L.* richardson* construction* company*

Your search for "C.L.* Richardson* Construction* Company*" returned the following results...

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

Entity	C L RICHARDSON CONSTRUCTION COMPANY	Status: Active
DUNS: 076970987	CAGE Code: 1DBY0	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 03/07/2015	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

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



USER NAME

PASSWORD

LOG IN

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Entity Dashboard

C L RICHARDSON CONSTRUCTION COMPANY

DUNS: 076970987 CAGE Code: 1DBY0

Status: Active

15475 US HWY 63 S
ASHLAND, MO, 65010-9568 ,
UNITED STATES

Expiration Date: 03/07/2015

Purpose of Registration: All Awards

Entity Overview

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

RETURN TO SEARCH

Entity Information

Name: C L RICHARDSON CONSTRUCTION COMPANY

Business Type: Business or Organization

POC Name: Debbie Crump

Registration Status: Active

Activation Date: 03/07/2014

Expiration Date: 03/07/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

WWW3

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



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

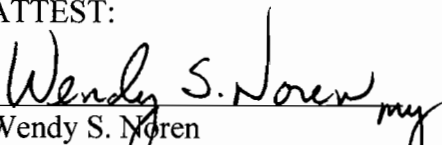
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Three to 22-24JUN11 – Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed.


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

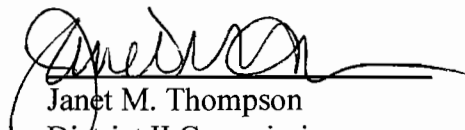
Done this 16th day of December, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Robbins
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: December 8, 2014
RE: Contract Amendment Number Three to 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed*

Contract 22-24JUN11 – *Urban Retrofit Monitoring of Stormwater Practices in Hinkson Creek Watershed* was approved in commission on December 6, 2011 on commission order 498-2011. The attached amendment modifies the data management support and Best Management Practices (BMP) Monitoring Support scope of services to allow vendor Geosyntec to provide additional support to Boone County during the remainder of the Hinkson Creek Project by conducting the monitoring at the Grissum Building site and Sunrise Estates Subdivision, calculate water balances for Sunrise Estates rain gardens to evaluate their effectiveness at capturing stormwater runoff and prepare the portion of the Final Monitoring Report which pertains to the Grissum Building and Sunrise Estates.

The estimated cost for this amendment is \$52,786. A detailed breakdown of hours is provided in Table 1 of the amendment. Costs to be paid from Departments #1725 – Stormwater Admin. Licenses & Permits, 2046 – RM-Stormwater Admin., Account #71100 – RM-Stormwater Admin. Outside Services.

cc: Contract File
Nicki Fuemmeler, Resource Management
Bill Florea, Resource Management
Stan Shawver, Resource Management

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
URBAN RETROFIT MONITORING OF STORMWATER PRACTICES IN HINKSON CREEK WATERSHED**

The Agreement **22-24JUN11** dated December 6, 2011 made by and between Boone County, Missouri and **Geosyntec Consultants** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

**1. Scope of Services Modifications: Data Management Support and BMP Monitoring Support
Scope of Services**

Amendment to Task 3 of the Existing Contract

Geosyntec will calculate water balances for Sunrise Estates rain gardens to evaluate their effectiveness at capturing stormwater runoff (volume reductions). This Task 3 amendment includes 60 hours (Table 1) to analyze the provided compiled raw data for individual storm events. The data from the climate station and each rain garden monitoring systems is assumed to include that necessary to determine: estimated inflow, overflow, infiltration, evaporation, and storage volume. Geosyntec assumes Boone County will compile all the raw Sunrise Estates data and provide them to Geosyntec on a bi-weekly (once every two weeks) basis. Geosyntec will incorporate the data into the water balance analysis and the final SWMM model. The deliverable for this scope will be an electronic data file to be submitted to the County for review.

Amendment to Task 5 of the Existing Contract

Various products are required to meet subgrant agreement obligations. Geosyntec will facilitate the completion of the following:

The current scope of work under Task 5 specifies Geosyntec will prepare the portion of the Final Monitoring Report pertaining to the quality control and quality assurance of the data collected during the project. The scope of work specified in the following paragraphs will be "in addition" to the existing Task 5 scope of work and assumes MDNR will grant the County an extension for the Final Monitoring Report until after January 1, 2015. Geosyntec also assumes Boone County will specify the required contents of the Final Monitoring Report by November 30, 2014.

- Final Monitoring Report: As required by the subgrant agreement, a draft and final monitoring report evaluating water quality and hydrologic BMP performance are due to MDNR on January 31, 2015 and February 28, 2015, respectively. Geosyntec will assist with writing the draft and final monitoring reports which includes data analysis and interpretation.
 - Deliverables:
 - Final Monitoring Report (draft) due to MDNR January 31, 2015
 - Final Monitoring Report (final) due to MDNR February 28, 2015

In addition to the current Task 5 scope Geosyntec will prepare the portion of the Final Monitoring Report which pertains to the Grissum Building and Sunrise Estates portion of the Final Monitoring Report. Geosyntec assumes no more than two revisions to the draft document.

- International BMP Database submittal: Geosyntec will prepare the Grissum Building initial draft and final draft data package for the International BMP Database, as stated in the QAPP. “the stormwater BMP performance monitoring data is to be submitted for inclusion in the International BMP Database.” Geosyntec will coordinate with database management contacts to clarify data requirements for inclusion in the database and coordinate with project partners to obtain the necessary information for the complete submittal. Geosyntec will populate the draft data submittal for the County’s review. The final submittal will be prepared following revisions based on comments from the draft review. Only one revision will be prepared prior to submittal.
 - Deliverables:
 - International BMP Database Spreadsheet (draft) Submittal to Boone County for Review due February 1, 2015
 - International BMP Database Spreadsheet (final) Submittal to International BMP Database due February 28, 2015

The Task 5 amendment includes a maximum of 147 hours (Table 1) to prepare the additional reports/submittals specified above. Geosyntec estimates the Final Monitoring Report will require 96 hours to prepare the draft and final documents. Geosyntec estimates the submittal for the International BMP database will require 50 hours to prepare assuming no more than 15 events per Grissum Building BMP (Step-pool and Bioretention) will be submitted.

Task 6 - BMP Sampling and Monitoring Support Scope of Services (New Contract Task)

Geosyntec will provide additional support to Boone County (County) during the remainder of Hinkson Creek BMP Monitoring Project by conducting the monitoring at the Grissum Building site and Sunrise Estates Subdivision as described within this scope of work.

The Grissum site monitoring activities will involve:

- set up of the automated samplers prior to a potential rainfall event (change batteries, clean flume etc.),
- checking samplers during a rainfall event,
- collection of samples from the automatic samplers,
- check the samplers and flow sensors for proper operation (adequate battery power and memory),
- and perform cleaning of the sampler intake tubing and flume if necessary prior to a sampling event.

Sunrise estates monitoring activities will include:

- installation of replacement soil moisture sensors,
- assist County with troubleshooting equipment problems,
- collection of flow measurements at the catchment monitoring station,
- and conducting BMP soil tests.

The Sunrise Estates monitoring scope does not include routine maintenance or data downloads of the catchment and subcatchment level loggers, rain garden monitoring equipment or the weather station.

The BMP monitoring support scope also includes the following assumptions:

- Monitoring activities will continue until the end of the grant period – February 15, 2015

- Grissum site has 11 remaining events to be completed, to the extent possible, between July 24, 2014 and February 15, 2015.
- Sunrise Estates monitoring activities includes up to an additional 10 events at the catchment monitoring station and the soil characterization testing in six individual rain gardens.

Contract Amendment Cost Estimate

Geosyntec offers this scope of services on a time and materials, not-to-exceed basis in accordance with the rate schedule effective at the time services are rendered. Compensation for professional services under **Tasks 3, 5 and 6 (New Task -BMP Sampling and Monitoring Support)** is estimated to be \$52,700. A detailed breakdown of hours is provided in Table 1.

Table 1 – Estimated Costs for Amendments to the Existing Scope and Additional Task 6

Professional Costs:	Rate	Unit	Number of Units per each Scope of Work			Total Units	Total Cost
	(\$/unit)		Task 3 Amendment	Task 5 Amendment	Task 6		
Principal	225	hour					
QA/H&S Officer	187	hour					
Supervising Engineer	187	hour					
Managing Hydrologist	167	hour	12	12		24	\$4,008
Database & Model Manager	144	hour		45	42	87	\$12,528
Hydrologic Specialist	125	hour	48	90	152	290	\$36,250
Staff Scientist	107	hour					
Project Assistant	61	hour					
Subtotal			\$8,004	\$19,734	\$25,048	401	\$52,786
Non-Professional Direct Costs:							
Per Diem	46	day					
Mileage	0.56	mile					
Printing	Direct						
Monitoring Equipment	167	month					
Laboratory WQ Analysis	\$239	Paired Samples					
Subtotal			\$0	\$0	\$0	\$0	\$0
Total			\$8,004	\$19,734	\$25,048	\$52,786	\$52,786

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendments Number One and Two shall remain in full force and effect.

Commission Order: 574-2014

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

GEOSYNTEC CONSULTANTS

BOONE COUNTY, MISSOURI

by Susan K. Hill
title Vice President

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

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature by [initials]

1725-\$34,310.90 / 2046-\$18,475.10 / 71100 - \$52,786.00

12/8/14

Add to PO 2014-62

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between the 13th Judicial Circuit and Boone County regarding the Court's participation in the County's 2014 salary study, implementation and continuing impact upon County-funded Court staff. The terms of the agreement are stipulated in the attached Memorandum of Understanding. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

Done this 16th day of December, 2014.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Memorandum of Understanding
13th Judicial Circuit and Boone County
2014 Salary Study and Implementation

Purpose of Memorandum

This Memorandum of Understanding (MOU) sets forth the points of agreement between the 13th Judicial Circuit (Court) and Boone County (County) regarding the Court's participation in the County's 2014 salary study, implementation, and continuing impact upon County-funded Court staff.

WHEREAS, prior to 2002, the Court and the County handled salary administration with a similar policy; and

WHEREAS, after 2002 the County implemented a salary study and budgeted County offices at midpoint, but the Court did not participate and made budget requests as it saw appropriate based on internal equity; and

WHEREAS, after 2010, recognizing the budget restraints of the County, the Court requested personnel increases to be the same percentage as that given to other County offices; and

WHEREAS, the Court participates in an annual budget process by which the County Commission approves the Court's budget that includes appropriations for staff; and

WHEREAS, the Court is responsible for and has the authority to make its own budget, and manage its own personnel decisions including salaries and increases in compensation; and

WHEREAS, employees of the Court are subject to the Court's authority; and

WHEREAS, the Court's "Personnel Policies and Procedures" is the personnel document for all Court employees, and the Court will defer to Supreme Court Operating Rule 7 for personnel matters as required; and

WHEREAS, the Court has an interest in maintaining its independence, while working with its County partners; and

WHEREAS, the Court and the County are interested in its employees receiving equitable salaries and being competitive in obtaining the best staff possible within the budget limitations; and

WHEREAS the County performed, and Court Administration participated in, a salary study in 2014 that will impact the current ranges of all County-paid employees and the future salary structure of staff;

NOW, in consideration of the mutual agreements herein, the County and the Court agree as follows:

The Court Agrees:

1. To format its job descriptions based on the Court's needs, while also meeting the needs of the County to the extent possible.
2. To calculate the personnel appropriations for its annual budget request in a manner reflecting the consistent and uniform application of County budgeting business rules pertaining to salaries and benefits as is consistent with County Budget Law relating to the Court's annual budget request.
3. To classify county-funded positions within the overall framework and structure of the County's salary plan.
4. To participate, to the extent possible, in on-going review and updates to the County's salary plan.
5. To conform to the County's flexible hire salary limitations. Beginning in 2015, salary flexibility at hire will be limited to eighty-five percent (85%) of the current midpoint for the pay range assigned to the relevant position; with the exception as noted in paragraph 6 below.
6. To meet and confer with the County Budget Officer and Human Resources regarding decisions to hire above the flexible hiring limit or transfer an employee to a new position at a salary above the limit. Commission approval will not be required for such a request provided that such action would not require an increase to the current or future years' appropriations.


The County Agrees:

1. To facilitate the Court in making personnel adjustments, including the addition of staff positions, within a fiscal year as long as those changes are within the current appropriated Court's budget and such changes, when combined with the consistent application of the County's budgeting business rules, will have no increased budgetary impact to subsequent fiscal years.
2. That the Court has based range assignments for County-funded positions in the interest of maintaining internal equity at the Court with state and grant funded staff, which in some cases has created lowered range assignments for County-funded staff. The Court has the autonomy to re-evaluate its County-funded staff and seek range adjustments on an as-needed basis but will discuss such changes with the County Budget Officer and Human Resources as appropriate.

Termination:

Either party hereto may terminate this MOU upon 30 days written notice provided to the other party.

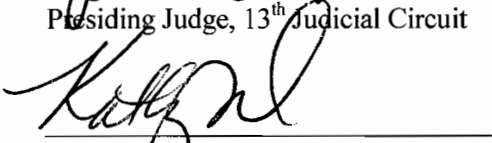
IN WITNESS WHEREOF, the parties have executed this MOU as of the date signed below.



Judge Jodie Asel
Presiding Judge, 13th Judicial Circuit

12-2-14

Date



Kathy S. Lloyd
Court Administrator
13th Judicial Circuit

11/26/14

Date



Christy Blakemore
Boone County Circuit Clerk

11/26/14

Date

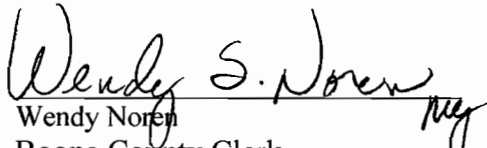


Dan Atwill
Presiding Commissioner

12-16-14

Date

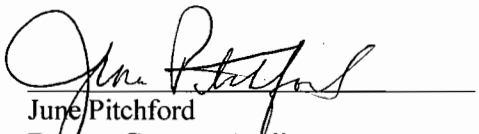
ATTEST:



Wendy Noren
Boone County Clerk

12-16-14

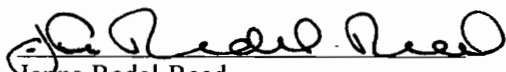
Date



June Pitchford
Boone County Auditor

11/24/2014

Date



Jerma Redel-Reed
Director of Human Resources

11/20/14

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the attached recommendations by the Salary Study Subcommittee regarding pay ranges for several positions within the 13th Judicial Circuit:

Done this 16th day of December, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel-Reed
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

December 10, 2014

Recommendations from Salary Study Subcommittee

The Salary Study Subcommittee met with the 13th Judicial Circuit in April 2014 to review requests to lower the pay range for several positions. The Subcommittee agreed to bring forward the following recommendations to the Commission:

Change the pay range of the position titled "Administrative Assistant/Grant Manger" (classification code 7003, range 32) to pay range 31.

Change the pay range of the position titled "Domestic Assault Court Coordinator" (classification code 7035, range 37) to pay range 34.

Change the pay range of the position titled "Teacher" (classification code 7041, range 45) to pay range 42.

Change the pay range of the position titled "Associate Legal Counsel" (classification code 7090, range 47) to pay range 43.

Change the pay range of the position titled "Program Assistants Pool" (classification code 7062, range 14) to pay range 10.

Change the pay range of the position titled "Alternative Sentencing Court Administrator" (classification code 7036, range 46) to pay range 42.

Change the pay range of the position titled "Art Instructor" (classification code 7042, range 38) to pay range 35.

Change the pay range of the position titled "Music Instructor" (classification code 7047, range 38) to pay range 35.

Change the pay range of the position titled "Security Officers Pool" (classification code 7063, range 56) to pay range 48.

Change the pay range of the position titled "Court Security Aide Pool" (classification code 7004, range 18) to pay range 27.

The 13th Judicial Circuit and the County have also executed a Memorandum of Understanding, which is attached to this recommendation.

Best Regards,

Jennifer Redel-Reed

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the 13th Judicial Court to cover the cost of a second polycom unit at the jail along with the warranty for said equipment.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1230	84000	Jury Services	Jury Food & Lodging	3,000	
1230	91300	Jury Services	Machinery/Equipment		3,000

Done this 16th day of December, 2014.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

12/2/14

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	2	3	0	8	4	0	0	0	Jury Services	Jury Food & Lodging	\$3,000.00	
1	2	3	0	9	1	3	0	0	Jury Services	Machinery/Equip.		\$3,000.00
										TOTAL	\$3,000.00	\$3,000.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **A budget revision is required to cover the cost of a second polycom unit at the jail, along with the warranty for said equipment.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):



 Requesting Official


TO BE COMPLETED BY AUDITOR'S OFFICE

- ~~No~~ A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments: *Additional Polycom Unit*



 Auditor's Office

Agenda



 PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER

Budget Revision

12/2/2014

From 1230-84000

\$3,000.00

To 1230 - 92300

Balance in 92300

\$10,077.87

Polycom unit and
Warranty

\$12,862.48

(\$2,784.61)



Fw: Use of Class 9 Budgeted Funds
Kathy Lloyd to: Diana Vaughan

12/01/2014 11:06 AM

Kathy S. Lloyd
Court Administrator
13th Judicial Circuit Court
(573) 886-4060

----- Forwarded by Kathy Lloyd/13/Courts/Judicial on 12/01/2014 11:06 AM -----

From: "June Pitchford" <JPitchford@boonecountymo.org>
To: "Kathy Lloyd" <kathy.lloyd@courts.mo.gov>
Cc: "Jason Gibson" <JGibson@boonecountymo.org>, "Janet Thompson" <JThompson@boonecountymo.org>, "Jodie Asel" <jodiecapshaw.asel@courts.mo.gov>, "Kevin Crane" <kevin.crane@courts.mo.gov>, "Mary Epping" <mary.epping@courts.mo.gov>, <Steve.Smith@courts.mo.gov>
Date: 09/19/2014 12:13 PM
Subject: Re: Use of Class 9 Budgeted Funds

Kathy,

Are there any on-going or recurring costs associated with installing an additional unit at the Jail which will impact future budgets?

I recommend that we transfer the amount needed from 1230- Class 8. It appears we are on track for substantial favorable budget variances in Jury food/lodging and court costs for the year which would cover the ~\$1,100 amount needed for equipment plus 3 year warranty.

Thanks,
June

>>> <Kathy.Lloyd@courts.mo.gov> 9/19/2014 10:32 AM >>>

June,

In the 2014 budget we included \$16,000 for replacement of the jail end Polycom unit. We replaced that unit for significantly less than anticipated. The court has expanded the use of video conferencing with jail inmates to include regular appearances at the circuit court level. There have been discussions about the benefits of adding a second unit at the jail. This would help to avoid conflicts with the municipal docket and the use of the video conferencing equipment by adult court services. Also, with the additional availability of courtroom video conferencing units we anticipate continued expansion in the frequency of video appearances, so this would provide capacity for growth.

The second unit would be placed in one of the visitation rooms at the jail, so it will need to be an enclosed unit. We have received a couple of

quotes, which I have attached below. We have sufficient funds (approx. \$10,000) remaining in the Dept 1230-92300 to purchase the unit. We also have about \$1700 remaining in 92301 which we could cover the one year warranty. However, given the exposure of the unit, I would recommend purchasing the 3 year warranty. This would put us over the amount we have remaining in class 9. I am copying Commissioner Thompson as she is aware of discussions as the commission member on the Jail Overcrowding Committee and may have some input on how we might make up the difference.

We have this item on the agenda for Tuesday's CEB meeting and I will provide this information to the court at that time. If you have suggestions on how to proceed given the difference between allocated funds and the quote provided or any questions about the use of the Class 9 allocation in this manner, please give me a call at your convenience.

The 'tamper resistant' Polycom quotes including discounts are below. Basically the unit is \$8,600. The additional amount is for 1 year of support (\$1,600) or 3 years of support (\$4,300)

(See attached file: Quote_684961135.html)(See attached file: Quote_684960682.html)

Kathy S. Lloyd
Court Administrator
13th Judicial Circuit Court

(573) 886-4060 [Quote_684961135.html](#) [Quote_684960682.html](#)



QUOTATION

Quote #: 684960682
 Customer #: 127993945
 Contract #: WN16ACA
 Customer Agreement #: MO PA B27160
 Quote Date: 06/18/2014
 Customer Name: MO OSCA

Date: 6/18/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: AARON N THOMAS PHONE: 1800 - 4563355
 Email Address: Aaron_Thomas@DELL.com Phone Ext: 5139299

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$12,860.48

Product	Quantity	Unit Price	Total
Polycom RealPresence VideoProtect 500 Includes: Group 500 (A7789786)	1	\$8,599.17	\$8,599.17
Premier,3YR,RealPresence Video Protect 500-720p codec (A7789800)	1	\$4,261.31	\$4,261.31

*Total Purchase Price: **\$12,860.48**
 Product Subtotal: \$12,860.48
 Tax: \$0.00
 Shipping & Handling: \$0.00
 State Environmental Fee: \$0.00
 Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

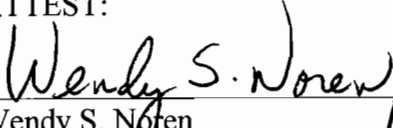
the following, among other proceedings, were had, viz:

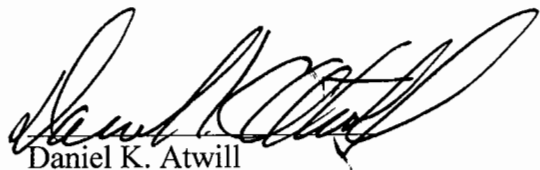
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Resource Management Department to re-classify Class 1 appropriations to cover the cost of the contract with Geosyntec relating to the Urban Retrofit Grant.

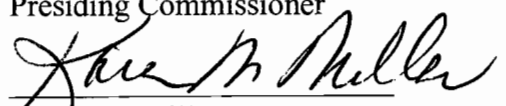
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1725	71100	Stormwater Administration	Outside Services		34,315
1725	10100	Stormwater Administration	Salary & Wages	29,900	
1725	10200	Stormwater Administration	FICA	2,825	
1725	10300	Stormwater Administration	Health Insurance	1,590	
2046	71100	Stormwater Administration	Outside Services		18,480
2046	10100	Stormwater Administration	Salary & Wages	16,150	
2046	10200	Stormwater Administration	FICA	1,250	
2046	10300	Stormwater Administration	Health Insurance	1,080	
				52,795	52,795

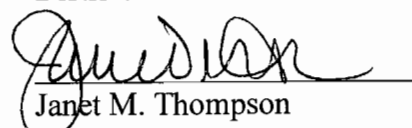
Done this 16th day of December, 2014.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

CONTRACT AMENDMENT SCOPE OF WORK FOR DATA MANAGEMENT SUPPORT AND BMP MONITORING SUPPORT

PURCHASE AGREEMENT FOR URBAN RETROFIT MONITORING OF STORMWATER PRACTICES IN HINKSON CREEK WATERSHED

Agreement 22-24JUN11 dated December 6, 2011

Amendment to Task 3 of the Existing Contract

Geosyntec will calculate water balances for Sunrise Estates rain gardens to evaluate their effectiveness at capturing stormwater runoff (volume reductions). This Task 3 amendment includes 60 hours (Table 1) to analyze the provided compiled raw data for individual storm events. The data from the climate station and each rain garden monitoring systems is assumed to include that necessary to determine: estimated inflow, overflow, infiltration, evaporation, and storage volume. Geosyntec assumes Boone County will compile all the raw Sunrise Estates data and provide them to Geosyntec on a bi-weekly (once every two weeks) basis. Geosyntec will incorporate the data into the water balance analysis and the final SWMM model. The deliverable for this scope will be an electronic data file to be submitted to the County for review.

Amendment to Task 5 of the Existing Contract

Various products are required to meet subgrant agreement obligations. Geosyntec will facilitate the completion of the following:

The current scope of work under Task 5 specifies Geosyntec will prepare the portion of the Final Monitoring Report pertaining to the quality control and quality assurance of the data collected during the project. The scope of work specified in the following paragraphs will be “in addition” to the existing Task 5 scope of work and assumes MDNR will grant the County an extension for the Final Monitoring Report until after January 1, 2015. Geosyntec also assumes Boone County will specify the required contents of the Final Monitoring Report by November 30, 2014.

- Final Monitoring Report: As required by the subgrant agreement, a draft and final monitoring report evaluating water quality and hydrologic BMP performance are due to MDNR on January 31, 2015 and February 28, 2015, respectively. Geosyntec will assist with writing the draft and final monitoring reports which includes data analysis and interpretation.
 - Deliverables:
 - Final Monitoring Report (draft) due to MDNR January 31, 2015
 - Final Monitoring Report (final) due to MDNR February 28, 2015

In addition to the current Task 5 scope Geosyntec will prepare the portion of the Final Monitoring Report which pertains to the Grissum Building and Sunrise Estates portion of the Final Monitoring Report. Geosyntec assumes no more than two revisions to the draft document.

- International BMP Database submittal: Geosyntec will prepare the Grissum Building initial draft and final draft data package for the International BMP Database, as stated in the QAPP. “the stormwater BMP performance monitoring data is to be submitted for inclusion in the International BMP Database.” Geosyntec will coordinate with database management contacts to clarify data requirements for inclusion in the database and coordinate with project partners to obtain the necessary information for the complete submittal. Geosyntec will populate the draft data submittal for the County’s review. The final submittal will be prepared following revisions based on comments from the draft review. Only one revision will be prepared prior to submittal.
 - Deliverables:
 - International BMP Database Spreadsheet (draft) Submittal to Boone County for Review due February 1, 2015
 - International BMP Database Spreadsheet (final) Submittal to International BMP Database due February 28, 2015

The Task 5 amendment includes a maximum of 146 hours (Table 1) to prepare the additional reports/submittals specified above. Geosyntec estimates the Final Monitoring Report will require 96 hours to prepare the draft and final documents. Geosyntec estimates the submittal for the International BMP database will require 50 hours to prepare assuming no more than 15 events per Grissum Building BMP (Step-pool and Bioretention) will be submitted.

Task 6 - BMP Sampling and Monitoring Support Scope of Services (New Contract Task)

Geosyntec will provide additional support to Boone County (County) during the remainder of Hinkson Creek BMP Monitoring Project by conducting the monitoring at the Grissum Building site and Sunrise Estates Subdivision as described within this scope of work.

The Grissum site monitoring activities will involve:

- set up of the automated samplers prior to a potential rainfall event (change batteries, clean flume etc.),
- checking samplers during a rainfall event,
- collection of samples from the automatic samplers,
- check the samplers and flow sensors for proper operation (adequate battery power and memory),
- and perform cleaning of the sampler intake tubing and flume if necessary prior to a sampling event.

Sunrise estates monitoring activities will include:

- installation of replacement soil moisture sensors,
- assist County with troubleshooting equipment problems,

- collection of flow measurements at the catchment monitoring station,
- and conducting BMP soil tests.

The Sunrise Estates monitoring scope does not include routine maintenance or data downloads of the catchment and subcatchment level loggers, rain garden monitoring equipment or the weather station.

The BMP monitoring support scope also includes the following assumptions:

- Monitoring activities will continue until the end of the grant period – February 15, 2015
- Grissum site has 11 remaining events to be completed, to the extent possible, between July 24, 2014 and February 15, 2015.
- Sunrise Estates monitoring activities includes up to an additional 10 events at the catchment monitoring station and the soil characterization testing in six individual rain gardens.

Contract Amendment Cost Estimate

Geosyntec offers this scope of services on a time and materials, not-to-exceed basis in accordance with the rate schedule effective at the time services are rendered. Compensation for professional services under **Tasks 3, 5 and 6 (New Task -BMP Sampling and Monitoring Support)** is estimated to be \$52,700. A detailed breakdown of hours is provided in Table 1.

Table 1 – Estimated Costs for Amendments to the Existing Scope and Additional Task 6

Professional Costs:	Rate	Unit	Number of Units per each Scope of Work				Total Units	Total Cost
	(\$/unit)		Task 3 Amendment	Task 5 Amendment	Task 6			
Principal	225	hour						
QA/H&S Officer	187	hour						
Supervising Engineer	187	hour						
Managing Hydrologist	167	hour	12	12		24	\$4,008	
Database & Model Manager	144	hour		45	42	87	\$12,528	
Hydrologic Specialist	125	hour	48	90	152	290	\$36,250	
Staff Scientist	107	hour						
Project Assistant	61	hour						
Subtotal			\$8,004	\$19,734	\$25,048	401	\$52,786	
Non-Professional Direct Costs:								
Per Diem	46	day						
Mileage	0.56	mile						
Printing	Direct							
Monitoring Equipment	167	month						
Laboratory/WQ Analysis	\$220	Paired Samples						
Subtotal			\$0	\$0	\$0	\$0	\$0	
Total			\$8,004	\$19,734	\$25,048	\$52,786	\$52,786	

34,315

18,480

1725 STORMWATER

Calculate FY2014 Class | CY Projections

Payroll Date	Payroll Number	10100 Salary & Wages	10110 Overtime	10120 Holiday Worked	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Worker's Comp	10500 401A Match	10510 CERF Employer
1/3/2014	1	-	-	-	-	-	-	-	-	-	-	-
1/17/2014	2	-	-	-	-	-	-	-	-	-	-	-
1/31/2014	3	-	-	-	-	-	-	-	-	-	-	-
2/14/2014	4	-	-	-	-	-	-	-	-	-	-	-
2/28/2014	5	-	-	-	-	-	-	-	-	-	-	-
3/14/2014	6	-	-	-	-	-	-	-	-	-	-	-
3/28/2014	7	-	-	-	-	-	-	-	-	-	-	-
4/11/2014	8	-	-	-	-	-	-	-	-	-	-	-
4/25/2014	9	-	-	-	-	-	-	-	-	-	-	-
5/9/2014	10	-	-	-	-	-	-	-	-	-	-	-
5/23/2014	11	-	-	-	-	-	-	-	-	-	-	-
6/6/2014	12	-	-	-	-	-	-	-	-	-	-	-
6/20/2014	13	-	-	-	-	-	-	-	-	-	-	-
7/4/2014	14	-	-	-	-	-	-	-	-	-	-	-
7/18/2014	15	-	-	-	-	-	-	-	-	-	-	-
8/1/2014	16	-	-	-	-	-	-	-	-	-	-	-
8/15/2014	17	-	-	-	-	-	-	-	-	-	-	-
8/29/2014	18	-	-	-	-	-	-	-	-	-	-	-
9/12/2014	19	-	-	-	-	-	-	-	-	-	-	-
9/26/2014	20	-	-	-	-	-	-	-	-	-	-	-
10/10/2014	21	-	-	-	-	-	-	-	-	-	-	-
10/24/2014	22	-	-	-	-	-	-	-	-	-	-	-
11/7/2014	23	-	-	-	-	-	-	-	-	-	-	-
11/21/2014	24	40,993.56	573.33	-	2,606.43	4,324.08	123.09	43.85	407.34	1,749.85	593.75	51,415.28
12/5/2014	25	2,249.00	-	-	169.56	540.26	-	-	54.18	-	32.50	-
12/19/2014	26	2,249.00	-	-	169.56	540.26	13.00	4.94	54.18	-	32.50	-
1/2/2015	1	2,923.70	-	-	221.18	-	-	-	-	-	32.50	-
Total CY Projection		48,415.26	573.33	-	3,166.73	5,404.60	136.09	48.79	515.70	1,749.85	691.25	Totals
Budget		48,415.00	574.00	-	3,167.00	5,405.00	136.00	49.00	516.00	1,750.00	691.00	60,701.60
Remaining Balance		78,411.00	-	-	5,998.00	8,386.00	227.00	78.00	842.00	1,648.00	1,093.00	96,683.00
		29,995.74	(573.33)	-	2,831.27	2,981.40	90.91	29.21	326.30	(101.85)	401.75	35,981.40

Italic numbers are estimates

2046 PW - Stormwater Administration
 Calculate FY2014 Class 1 CY Projections

Payroll Date	Payroll Number	10100 Salary & Wages	10110 Overtime	10120 Holiday Worked	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Worker's Comp	10500 401A Match	
1/3/2014	1	-	-	-	-	-	-	-	-	-	-	
1/17/2014	2	-	-	-	-	-	-	-	-	-	-	
1/31/2014	3	-	-	-	-	-	-	-	-	-	-	
2/14/2014	4	-	-	-	-	-	-	-	-	-	-	
2/28/2014	5	-	-	-	-	-	-	-	-	-	-	
3/14/2014	6	-	-	-	-	-	-	-	-	-	-	
3/28/2014	7	-	-	-	-	-	-	-	-	-	-	
4/11/2014	8	-	-	-	-	-	-	-	-	-	-	
4/25/2014	9	-	-	-	-	-	-	-	-	-	-	
5/9/2014	10	-	-	-	-	-	-	-	-	-	-	
5/23/2014	11	-	-	-	-	-	-	-	-	-	-	
6/6/2014	12	-	-	-	-	-	-	-	-	-	-	
6/20/2014	13	-	-	-	-	-	-	-	-	-	-	
7/4/2014	14	-	-	-	-	-	-	-	-	-	-	
7/18/2014	15	-	-	-	-	-	-	-	-	-	-	
8/1/2014	16	-	-	-	-	-	-	-	-	-	-	
8/15/2014	17	-	-	-	-	-	-	-	-	-	-	
8/29/2014	18	-	-	-	-	-	-	-	-	-	-	
9/12/2014	19	-	-	-	-	-	-	-	-	-	-	
9/26/2014	20	-	-	-	-	-	-	-	-	-	-	
10/10/2014	21	-	-	-	-	-	-	-	-	-	-	
10/24/2014	22	-	-	-	-	-	-	-	-	-	-	
11/7/2014	23	-	-	-	-	-	-	-	-	-	-	
11/21/2014	24	22,049.20	312.94	-	1,673.85	2,379.57	66.19	23.60	238.54	941.04	306.25	
12/5/2014	25	1,212.00	-	-	91.38	290.90	-	-	29.16	-	17.50	
12/19/2014	26	1,212.00	-	-	91.38	290.90	9.50	2.66	29.16	-	17.50	
1/2/2015	1	1,575.60	-	-	119.19	-	-	-	-	-	17.50	
Total CY Projection		<u>26,048.80</u>	<u>312.94</u>	<u>-</u>	<u>1,975.80</u>	<u>2,961.37</u>	<u>75.69</u>	<u>26.26</u>	<u>296.86</u>	<u>941.04</u>	<u>358.75</u>	
		<u>26,049.00</u>	<u>313.00</u>	<u>-</u>	<u>1,976.00</u>	<u>2,961.00</u>	<u>76.00</u>	<u>26.00</u>	<u>297.00</u>	<u>941.00</u>	<u>359.00</u>	
Budget		42,215.00	50.00	-	3,233.00	4,497.00	122.00	42.00	451.00	889.00	586.00	
Remaining Balance		16,166.20	(262.94)	-	1,257.20	1,535.63	46.31	15.74	154.14	(52.04)	227.25	
												19,087.49

Italic numbers are estimates

Do not accrue elected officials salary for payroll 1
 Pay period 1 - include 10 days+3 for pay period 2

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

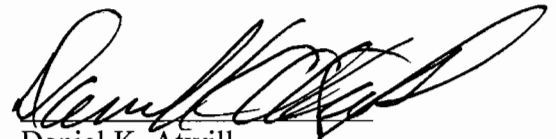
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase an iPad for mobile documentation recording purposes.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1115	84300	Human Resources	Advertising	399	
1170	91301	Information Technology	Computer Hardware		399

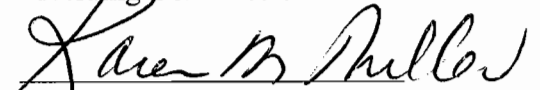
Done this 16th day of December, 2014.

ATTEST:

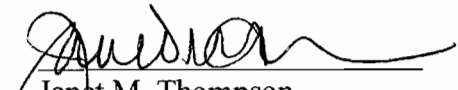
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

12/8/14
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1115	84300	Human Resources	Advertising	399	
1170	91301	Information Technology	Computer Hardware		399
				399	399

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

For the purchase of iPad for mobile documentation recording purposes.

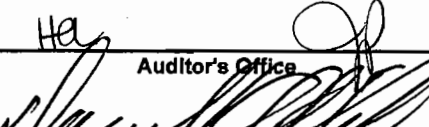
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):


Requesting Official


TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: *Reallocate funds for IPAD*

Agenda


Auditor's Office

PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER



World Wide Technology, Inc.

Sales Quotation	Submitted By	Submitted To
Quote Number: 4006501.1 SOM - PVC - ST C211034001 Customer: Boone County, MO - Information Technology Quote Date: 12/08/2014 Quote Name: iPad Mini	Mayer, Kyle S P: (314) 995-8932 Kyle.Mayer@wwt.com	Ryan Irish P: (573) 886-4445 irish@boonecountymo.org

Line #	Mfr Part #	Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	MGNV2LL/A	APPLE COMPUTER	Call	1	\$398.37	\$398.37
Description: IPAD MINI 3 WL 16GB SILVER **Promo Expires 12/27/2014**						

Totals	
Customer Total	\$398.37
Shipping	\$0.00
Tax	\$0.00
Total Price:	\$398.37

To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, go online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008
 Please call 888-234-8898
 Option #1 - Sales/Place Order
 Option #2 - Order Status/Return
 Option #3 - Hardware Maintenance Pricing
 Any items that have been opened prior to return could be refused by the vendor/supplier.
 Items returned after 30 days may not be returnable due to vendor restrictions.

Year, 2014	Original Appropriation	43,984.00
Dept, 1170 INFORMATION TECHNOLOGY	Revisions	
Acct, 91301 COMPUTER HARDWARE	Original + Revisions	43,984.00
Fund, 100 GENERAL FUND	Expenditures	25,864.81
	Encumbrances	
Class/Account, A ACCOUNT	Actual To Date	25,864.81
Account Type, E EXPENSE	Remaining Balance	18,119.19
Normal Balance, D DEBIT	Shadow Balance	18,119.19

Transaction Code		Effective Date	Process Date		Amount
Code	Effective	Description	Orig	Document	
22	1/01/2014	***** ORIGINAL BUDGET *****	2014	345	43,984.00-
70	1/09/2014	WORLD WIDE TECHNOLOGY INC	2014	2	2,434.32
70	1/09/2014	WORLD WIDE TECHNOLOGY INC	2014	2	640.20
70	1/09/2014	WORLD WIDE TECHNOLOGY INC	2014	2	1,060.41
70	1/09/2014	WORLD WIDE TECHNOLOGY INC	2014	2	273.98
50 10	2/06/2014	WORLD WIDE TECHNOLOGY INC	2014	263	2,240.70
50 10	2/27/2014	WORLD WIDE TECHNOLOGY INC	2014	677	2,432.35
50 10	2/27/2014	WORLD WIDE TECHNOLOGY INC	2014	677	640.20
					More...

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

Year, <u>2014</u>	Original Appropriation	<u>20,300.00</u>
Dept, <u>1115 HUMAN RESOURCES</u>	Revisions	
Acct, <u>84300 ADVERTISING</u>	Original + Revisions	<u>20,300.00</u>
Fund, <u>100 GENERAL FUND</u>	Expenditures	<u>9,992.50</u>
	Encumbrances	
Class/Account, <u>A ACCOUNT</u>	Actual To Date	<u>9,992.50</u>
Account Type, <u>E EXPENSE</u>	Remaining Balance	<u>10,307.50</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance	<u>10,307.50</u>

Transaction Code	Effective Date	Description	Orig	Document	Process Date	Amount
22	1/01/2014	***** ORIGINAL BUDGET *****	2014	50		20,300.00-
45	1/31/2014	INDEED	2014	1		129.94
50 10	2/27/2014	COLUMBIA DAILY TRIBUNE	2014	620		1,412.50
50 10	2/27/2014	UNIVERSITY OF CENTRAL MO	2014	635		75.00
45	3/04/2014	INDEED	2014	2		500.56
45	3/04/2014	INDEED	2014	2		145.04
50 10	3/19/2014	COLUMBIA DAILY TRIBUNE	2014	1082		819.72
45	4/03/2014	INDEED	2014	3		228.01
						More...

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 41-31OCT13 – Architectural and Engineering Services for 911/Joint Communications Facility.

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

Done this 16th day of December, 2014.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES**

The Agreement RFQ #41-31OCT13 approved in Commission Order 2-2014 on January 6, 2014, made by and between **Boone County, Missouri** and **Architects Design Group, Inc. ("Architect")**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Paragraph 7 of the original Agreement contemplated a Contract Amendment would be entered into to reflect the updated design fee due Architect.
2. Pursuant to Architect's submittal of October 29, 2014, a copy of which is attached hereto and incorporated herein by reference, the parties agree that the updated Architect Fee shall be \$793,876.00 as per Architect's October 29, 2014 submittal.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

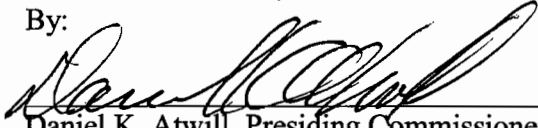
ARCHITECTS DESIGN GROUP, INC.

By:


Kevin Ratigan, AIA LEED AP

BOONE COUNTY, MISSOURI

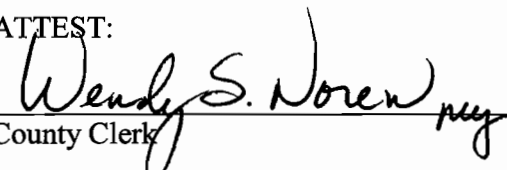
By:


Daniel K. Atwill, Presiding Commissioner

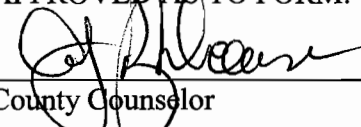
Dated: November 25, 2014

Dated: 12-16-14

ATTEST:


County Clerk


APPROVED AS TO FORM:


County Counselor

Auditor Certification:

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

June Pitchford by HA 12-5-14
Auditor Date



Architects Design Group
 Inc. AAC001197

Architects and Planners

I.S.K. Reeves V. F.A.I.A.
 Chief Executive Officer

Ion Reeves, A.I.A.
 President

Kevin Ratigan, A.I.A., LEED AP
 Senior Vice President

Tonya Cronin
 Chief Administrative Officer

Winter Park, Florida:
 333 North Knowles Avenue
 Winter Park, Florida 32789
 Tel: 407.647.1706

Dallas, Texas:
 4131 North Central Expressway
 Suite 200
 Dallas, Texas 75204
 Tel: 469.458.3438

email: adg@adgusa.org
 www: adgusa.org

October 29, 2014 (Revision to August 7, 2014)

Mr. CJ Dykhouse
County Counselor
 Boone County, Missouri
 Columbia, MO 65201

RE: Boone County 911/Joint Communications Facility
 ADG Project No. 916-13/1.21

Dear Mr. Dykhouse:

This correspondence shall serve as Architects Design Group’s proposal for adjustment to the professional design fee for the new 911/Joint Communications Facility. Our agreement is clear regarding the professional design fee:

Article 7. Compensation

7.1 Compensation to Architect – 7.5% of the owner-approved estimated contract budget for the Project.

The Commission Order – June 10, 2014, approved the Budget Update 05/22/14 (attached) based in part on the Architect’s Preliminary Cost of Work / Budget Analysis prepared as a part of the Schematic Design Phase deliverables.

Article 2. Architectural and Engineering Services clearly identifies the contracted design services. For purposes of this proposal for adjustment to the professional design fee, we have allocated the budget according the Building Cost (Architectural, Mechanical/Electrical/Plumbing/Fire Protection, Structural) and Technology Communications Costs (Voice-Data/Cabling, Audio/Visual, Security), Computer Server Room and Furniture.

The following is the cost estimate allocations for items included in the Architect’s scope:

Building Cost plus optional elevator (\$45,000)	\$ 8,980,010.00
Technology and Communication Cost	\$ 987,500.00
• Voice-Data / Cabling (\$384,500)	
• Audio/Visual (\$481,000)	
• Security (\$122,000)	

Additionally, the Architect’s Design Team has been tasked with design of the Computer Server Room that will provide for network operation of both 911 Communications / Dispatch and Emergency Management Systems. The Computer Server Room design requires technology design and MEP/FP engineering to provide environmental conditioning and power to the space. At the time 05/22/14 Budget Update was approved, discussion and evaluation was on-going relative to scope and value of this item. Current status will provide 14 rack cabinets in the Server Room; with MEP/FP systems to add 14 additional future cabinets. The cost and fee is proposed as follows:

October 29, 2014 (Revision to August 7, 2014)
Boone County 911/Joint Communications Facility
ADG Project No. 916-13/1.21
Page 2

Computer Server Room Technology (Initial Phase)	\$ 204,000.00
Data Center Support (MEP) – Full Build-out	\$ 50,000.00

Finally, also included in ADG’s scope is Interior Design / Furniture. As required of our Agreement, a furniture plan was created during the Schematic Design Phase; and initial coordination was conducted with the County’s vendor, Inside the Lines (ITL). At the direction of the County, ADG contracted with ITL to prepare final furniture layouts, specifications and a cost estimate. We understand that the procurement of furniture will be by issuing a separate bid package after commencing building construction. ADG will prepare the bid package based on the design deliverables developed with ITL.

The following is a summary of professional fee adjustment as described above:

1. Building Cost	\$ 8,980,010.00
2. Technology and Communications Cost	\$ 987,500.00 ²¹
3. Computer Server Room and Support	\$ 254,000.00
4. Furniture	\$ 363,500.00
5. Total Owner Approved Construction Budget	\$ 10,585,010.00
6. Professional Design Fee: 7.5% of \$10,585,010 (approved construction budget)	\$ 793,876.00

I trust this proposal is acceptable for the purpose of adjusting the Architect’s compensation for professional services. Your attention to this matter is greatly appreciated.

Sincerely,



Kevin Ratigan, AIA LEED AP

Cc. Erik Miller/ PWA; Clarissa Serpilli, Susan Gantt, Annamarie Keillor / ADG
Attachment – Budget Analysis 5/22/14

²¹ – Article 7.1, d.) Technology design services coordination with Mission Critical Partners (MCP) – radio equipment and communications center consoles. Definition and cost of other items still in progress include: Phone System – Distributed Antennae Systems (DAS); Tower systems support and grounding; RACES/HAM systems support. Proposed scope will provide conduit pathways and cabling – system design by County or MCP.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 14

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

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

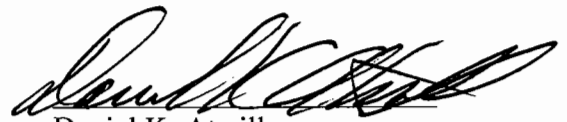
Now on this day the County Commission of the County of Boone does hereby approve the attached Parking Lot Lease and Right of First Refusal agreement between Boone County and Tom & Isabel Rife.

The terms of this agreement are stipulated in the attached Parking Lot Lease and Right of First Refusal agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

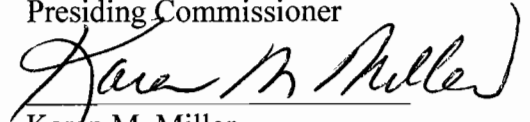
Done this 16th day of December, 2014.

ATTEST:

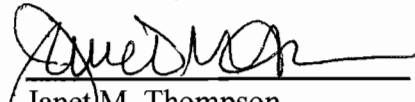
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**PARKING LOT LEASE AND
RIGHT OF FIRST REFUSAL**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the ^{12th} day of November, 2014, by and between TOM AND ISABEL RIFE, Landlord, and BOONE COUNTY, MISSOURI, by and through its County Commission, Tenant.

Recitals

WHEREAS, Landlord is the fee owner of property legally described as follows:

The South Forty-Two and One-half (42 ½) feet of Lot 355 and the North Thirty-Two and One-half (32 ½) feet of Lot 348 together with that part of the vacated alley lying between said lots, all in the original town, now City of Columbia, Boone County, Missouri.

Parcel Numbers: 16-320-00-17-003.00.01 and 16-320-00-17-046.00 01; and

WHEREAS, a picture depicting the contemplated parking lot is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant is desirous of leasing the Property and Landlord is desirous of leasing the Property to Tenant for the purpose of operating a parking lot with fifteen (15) spaces in accordance with the terms and conditions of this Agreement.

Agreement

1. **Term.** The term of this Agreement will begin on January 1, 2015 (the "Commencement Date") and shall end on December 31, 2015 (the "Initial Term"). The lease shall thereafter automatically renew for four (4) additional, one-year periods, on the terms and conditions outlined herein, unless sooner terminated by written notice under the provisions herein.

2. **Rent.** Tenant agrees to pay Landlord the sum of **Five Hundred Seventy Dollars (\$570.00) per month** rent during the Initial Term. The first rental payment shall be due after January 1, 2015 and before January 30, 2015, and thereafter monthly rent shall be due on the first of each month. For calendar years 2016 and beyond, on each January anniversary of the extension period, the monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2015 shall be the increase amount for these lease purposes for the 2016 calendar year.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year. Notwithstanding the foregoing, Tenant shall have the right to

prepay the monthly rent contemplated herein on a semi-annual or annual basis if the same is more appropriate for Tenant's budgetary purposes.

3. **Permitted Uses.** The Property shall be used by Tenant only for purposes of a parking lot and for no other purpose without the Landlord's consent. Tenant shall have access to the parking lot for its exclusive use 24 hours a day / 7 days a week.

4. **Line Striping and Signage.** Tenant shall be entitled to stripe the subject parking lot so as to outline fifteen (15) spaces after the commencement of this Lease. Tenant will be permitted to, but is under no obligation to, re-stripe the lot as Tenant deems necessary during the term of this Lease. At the conclusion of the lease, any striping completed shall remain in "as-is" condition on the subject lot. Tenant is authorized to install such signage as appropriate to indicate that the parking lot is restricted to Tenant's use, provided Tenant shall remove said signage at the conclusion of the Lease.

5. **Snow clearing.** Tenant shall keep the subject lot free of accumulated snow on a level consistent with that level of clearing service performed by Tenant on other downtown lots that Tenant's employees use.

6. **Other expenses.** Other expenses relating to the subject property not outlined above shall be the Landlord's responsibility, including the payment of any real estate taxes.

7. **Events of Default.** The following events shall be deemed to be events of default under this Agreement:

(a) Tenant shall have failed to pay the rent provided for herein within twenty (20) days after the same is due and payable;

(b) Landlord or Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days written notice of such noncompliance by one party to the other.

8. **Landlord's right to terminate.** Landlord shall have the right to terminate this Agreement as of December 31 of any given calendar year if Landlord desires to sell or otherwise change the use of the property. Landlord shall give Tenant no less than sixty (60) days notice of Landlord's intent to terminate this Lease as of December 31 of the subject year. In the event of a contemplated sale, Landlord shall comply with the Right of First Refusal provisions contained herein. Notwithstanding any termination of the Tenant's right of use, however, Landlord shall be prohibited from renting the subject property as a parking lot to anyone other than Tenant until the end of the Initial Term and all extensions contemplated herein, or through December 31, 2019.

9. **Tenant's right to terminate.** Tenant shall have the right to terminate this Agreement upon sixty (60) days written notice due to material breach of any term or condition of this agreement by Landlord or in the event that sufficient appropriations are not made available and budgeted for any calendar year.

10. **Tenant's right of first refusal to purchase the subject property.** In the event of a contemplated sale of the subject property, or any part thereof, by Landlord during the Initial Term or any renewal terms of this Lease as contemplated herein, Landlord agrees to give Tenant written notice at least sixty (60) days before the contemplated sale of the substance of the terms upon which the sale is proposed to be made (including a copy of the purchase and sale agreement, if any), which notice shall be sent by certified mail directed to the Tenant as set out herein, and thereupon for sixty (60) days from the date of mailing of that notice the Tenant shall have the right to purchase the premises on the terms and conditions proposed or such other terms and conditions as mutually agreed between Landlord and Tenant. If Tenant fails to exercise such option within the time aforesaid Landlord may enter into a binding contract on substantially the same terms as were provided to Tenant and this right of first refusal shall have no further force and effect; provided, however, that if the sale does not take place for any reason, or if the terms of sale are materially changed, the real estate must again be first offered to Tenant as provided herein. A transfer of the property in trust to secure a debt on the property shall not trigger this obligation.

11. **Notice to third parties.** Landlord agrees to execute any document prepared by Tenant, suitable for recording, that is designed to reasonably notify third parties of this Lease Agreement and the Right of First Refusal contemplated herein.

12. **Notices.** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Landlord:

Tom and Isabel Rife
3813 Cedar Lane
Columbia, MO 65201

If to the Tenant:

Boone County Commission
801 E. Walnut, Ste. 333
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
801 E. Walnut, Ste. 211
Columbia, Missouri 65201

13. **Miscellaneous.**

(a) The Agreement shall be interpreted according to and shall be governed by the laws of the State of Missouri.

(b) Any changes or modifications to this Agreement must be in writing and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

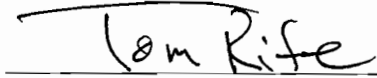
(d) Paragraph headings are for convenience only and in no way define or limit the scope and content of this Agreement.

(e) LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

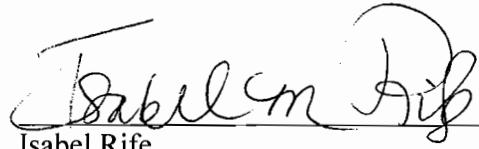
(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SO AGREED.

LANDLORD:



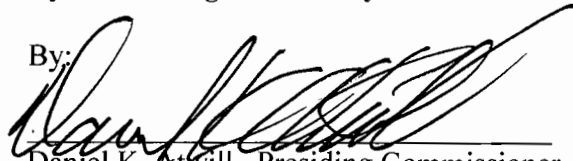
Tom Rife



Isabel Rife

TENANT:

**Boone County, Missouri
By and through its County Commission**

By: 

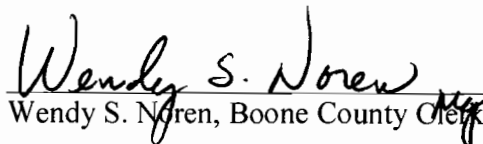
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

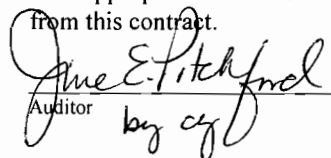
Attest:



Wendy S. Noren, Boone County Clerk

Auditor Certification:

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



Auditor by *cyd* Date 12/18/14

6102-71100

CLARK LOT

