

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

                      
 May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Facilities Maintenance for an emergency rooftop A/C unit installation at the Family Health Center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6220	60200	Capital R&R Family Health	Equipment Repairs/Maintenance		11,870

Done this 26th day of May, 2015.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
 District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

5/7/15

MAY - 6 2015

**EFFECTIVE DATE**

**FOR AUDITORS USE**

BOONE COUNTY AUDITOR  
Account Name

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6220	60200	Capital R&R Family Health	Equipment Repairs/Maintenance		11,870
				-	11,870

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

To establish a budget to cover invoice. Invoice was budgeted in 2014 6100/60200, PO 2014 197, in the amount of \$11869.10. It was determined this should be paid for out of the Capital R&R Family Health budget. Invoice is for emergency rooftop unit install.

*Establish budget - FHC HVAE Rpr*

*[Signature]*  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

*Agenda*

*[Signature]*  
Auditor's Office

*[Signature]* PRESIDENT COMMISSIONER      *[Signature]* DISTRICT I COMMISSIONER      *[Signature]* DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

	Hours	Rate	Labor	Total Labor
1st Man	8	\$ 73.50	\$ 588.00	
2nd Man	3	\$ 57.75	\$ 173.25	
				\$ 761.25
Rental	Cost	Mark-up		Total Rental
crane	\$ 480.00	\$ 72.00		\$ 552.00
Material	Cost	Mark-up		Total Material
Unit Plus parts	\$9,179.00	\$1,376.85		\$ 10,555.85
Total	Bid			\$ 11,869.10

MASTER TECH PLUMBING

573-445-7283 PHONE

573-446-5901 FAX

FACSIMILE TRANSMITTAL SHEET

TO: Boone County Facilities Attn: John	FROM: Master Tech Plumbing
ADDRESS:	DATE: 9/23/2014
FAX NUMBER: (573) 886-4402	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	
RE:	YOUR REFERENCE NUMBER:

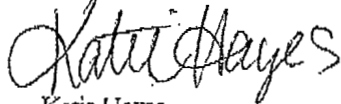
URGENT  
 FOR REVIEW  
 PLEASE COMMENT  
 PLEASE REPLY  
 PLEASE RECYCLE

NOTES/COMMENTS:

Hi, John-

CJ asked me to forward you this information on the bid that was requested to replace the unit at the Family Health Center on Worley. If you have any questions about it, please feel free to give us a call - we'd be happy to discuss the work further with you.

Thanks,



Katie Hayes  
Master Tech Plumbing, Heating & Cooling

9/23

Could we get a break-out of hours (rates per hour of each man) and equipment cost?

We will need certified payroll for this work.

Thanks!

Jody Moore  
Admin Assistant

**MasterTech**

Plumbing  
Heating  
Cooling

**573-777-7777**

**Family Health Center**  
Billing Address: 1001 W. Worley  
Columbia, MO 65203

For Service at: 1001 W. Worley  
Columbia, MO 65203

**INVOICE**  
09/22/2014 4:34 PM  
**INVOICE # 00007343**

Description	Qty	Pricing	w/ SA	wo/ SA	Total
<b>Observations/Recommendations</b> <ul style="list-style-type: none"> <li>Estimate (1)</li> </ul> <b>Notes :</b> Estimate to replace rtu 9 on Family Health Center. Estimate includes the unit, changing curb, and craning unit into position. Unit is bid with economizer and hail guards as requested. 1 man for total of 8 hours, 2nd man for total of 3 hours. This job can be completed for about \$11,875. Allow 15 days for unit shipment upon approval.	1	REG	\$ 0.00	\$ 0.00	\$ 0.00
<b>SUB TOTAL:</b>					<b>\$ 0.00</b>
<b>TOTAL :</b>					<b>\$ 0.00</b>

5150 I-70 Drive SW, Columbia, MO, 65203

# Fund Statement - Capital R & R Family Health Ctr Fund 622 (Internal Service Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	361	365	-	-
Hospital Lease	-	-	-	-
Other	7,031	7,031	-	-
<b>Total Revenues</b>	<b>7,392</b>	<b>7,396</b>	-	-
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	4,474	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 7,392</b>	<b>11,870</b>	-	-
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	11,870	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	-	<b>11,870</b>	-	-
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ -</b>	<b>11,870</b>	-	-
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 61,932	69,324	69,324	69,324
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	7,392	(4,474)	-	-
<b>FUND BALANCE (GAAP), end of year</b>	<b>69,324</b>	<b>64,850</b>	<b>69,324</b>	<b>69,324</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	-	-	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ 69,324</b>	<b>64,850</b>	<b>69,324</b>	<b>69,324</b>
 Net Fund Balance as a percent of expenditures	 #DIV/0!	 546.34%	 #DIV/0!	 #DIV/0!

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15

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 1<sup>st</sup> Quarter Invoice from the City of Columbia pertaining to the operating costs of the Joint Communications Center for the period January through March, 2015. The County's FY 2015 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8 cent sales tax dedicated to 911 and emergency management purposes.

Done this 26th day of May, 2015.

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


911 **BOONE COUNTY**  
JOINT COMMUNICATIONS

17 N. 7<sup>th</sup> Street, Suite A  
Columbia, MO 65201

Phone (573) 886-7202  
Fax (573) 875-1072

**MEMORANDUM**

**TO: Boone County Commission**

**FROM: Scott Shelton** 

**DATE: May 18, 2015**

**RE: 1<sup>st</sup> Quarter Public Safety/Joint Communication (PSJC) Invoice**

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Attached is the invoice from the City of Columbia in the amount of \$224,089.42 pertaining to operating costs of the Joint Communications Center (911 call/dispatch center) for the period January through March, 2015. The County's FY 2015 budget includes an appropriation to reimburse the City of Columbia for operating costs of the 911 call center with such reimbursement to be made from the proceeds of the 3/8-cent sales tax dedicated to 911 and emergency management purposes.

The Boone County Auditor's Office and the Finance Department/Account Division of the City have agreed that the City will invoice the County on a quarterly basis for actual expenses incurred for the operation of the 911 call/dispatch center until such time that all operations, and associated costs, are transferred to the County. Documentation supporting the amounts invoiced has been provided by the City which have been reviewed. The documentation supports the invoiced amount and the invoiced expenses appear to be reasonable and directly related to the operations of the Public Safety Joint Communications call center.



INVOICE

CITY OF COLUMBIA  
FINANCE DEPARTMENT/CASHIERS  
P O BOX 6912  
COLUMBIA, MO 65205

(573) 874-7373

TO: BOONE COUNTY-COMMISSION  
801 EAST WALNUT, ROOM 333  
COLUMBIA, MO 65201

INVOICE NO: 260862  
DATE: 4/28/15

CUSTOMER NO: 1608/23977

TYPE: JC - JC JOINT COMMUNICATIONS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	JOINT COMMUNICATIONS QTRLY OPERATING COSTS EXPENDITURES FOR PERIOD JANUARY 2015 THROUGH MARCH 2015 ***SEE ATTACHED***	224,089.42	224,089.42

PAID TO THE ORDER OF  
CITY OF COLUMBIA  
FINANCE DEPARTMENT  
P O BOX 6912  
COLUMBIA, MO 65205



TOTAL DUE: \$224,089.42

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 4/28/15 DUE DATE: 5/12/15  
CUSTOMER NO: 1608/23977

NAME: BOONE COUNTY-COMMISSION  
TYPE: JC - JC JOINT COMMUNICATIONS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF COLUMBIA  
FINANCE DEPARTMENT/CASHIERS  
P O BOX 6912  
COLUMBIA MO 65205

**Please note:**  
When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call Customer Service at 874-7373.

INVOICE NO: 260862  
TERMS: NET 14 DAYS

AMOUNT: \$224,089.42

**FY 2015 PSJC Budget  
4/22/2015**

	Proposed FY 2015 Budget	Amount Due January - March 2015	Amount Due April - June 2015	Amount Due July - September 2015	Amount Due October - December 2015
<b>Operating Budget:</b>					
Personnel Services	\$610,752	\$127,075.88			
Supplies & Materials	\$84,975	\$1,190.98			
Travel & Training	\$59,650	\$3,381.80			
Intragovernmental Charges	\$193,269	\$48,317.25			
Util. Serv & Other Misc.	\$1,040,306	\$44,318.55			
Capital Outlay	\$331,000	\$0.00			
<b>Total Expenditures</b>	<b>\$2,319,952</b>	<b>\$224,284.46</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Offsets:</b>					
Traffic Enforcement	\$0	\$195.04	\$0	\$0	\$0
911 Records Request	\$0	\$20.00	\$0	\$0	\$0
<b>Total Offsets</b>	<b>\$0</b>	<b>\$195.04</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures Less Offsets</b>	<b>\$2,319,952</b>	<b>\$224,089.42</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

The FY 2015 budget covers the timeframe of October 1, 2014 - September 30, 2015. This budget assumes all city personnel transition over to be County employees on January 1, 2015.

**PSJC Expenses - Detail by Account Number  
January - March 2015**

<b>Account Number</b>	<b>Account Name</b>	<b>Total</b>
110-3510-517.01-01	Permanent Positions	\$99,052.61
110-3510-517.01-05	Temporary Positions	\$1,126.25
110-3510-517.01-22	Shift Differential	\$236.13
110-3510-517.01-23	Step Up Pay	\$145.10
110-3510-517.01-35	Deferred Comp Match	\$309.34
110-3510-517.01-38	Cell Phone Allowance	\$100.00
110-3510-517.01-41	Overtime	\$2,713.80
110-3510-517.02-10	Social Security	\$7,906.49
110-3510-517.02-20	Lagers	\$6,094.66
110-3510-517.02-30	Diability Insurance	\$117.75
110-3510-517.02-34	Employee Health Insurance	\$5,926.75
110-3510-517.02-40	Other Benefits	\$5.00
110-3510-517.02-41	Employee Service Awards	\$262.00
110-3510-517.02-45	Retirement Sick Leave Pmt	\$3,080.00
<b>Personnel Services Total</b>		<b>\$127,075.88</b>
110-3510-517.30-43	Computer Replacement	\$3,593.76
110-3510-517.30-44	IT Support & Maintenance	\$35,819.25
110-3510-517.30-49	GIS Fee	\$4,832.49
110-3510-517.30-50	Fiber Optics	\$750.00
110-3510-517.30-58	Self Insurance Charges	\$1,695.99
110-3510-517.30-87	Building Maintenance	\$1,625.76
<b>Intragovernmental Charges Total</b>		<b>\$48,317.25</b>
110-3510-517.12-10	Office Supplies	\$15.83
110-3510-517.12-20	Printing	\$1.75
110-3510-517.12-30	Postage	\$26.57
110-3510-517.13-92	Food	\$66.68
110-3510-517.13-95	Miscellaneous	\$15.04
110-3510-517.14-20	Equipment Parts	\$80.00
110-3510-517.18-20	Electronic Items	\$985.11
<b>Materials &amp; Supplies Total</b>		<b>\$1,190.98</b>
110-3510-517.20-10	Travel	\$341.80
110-3510-517.20-30	Education & Training Mats	\$305.00
110-3510-517.20-40	Registration & Tuition	\$2,735.00
<b>Travel and Training Total</b>		<b>\$3,381.80</b>
110-3510-517.35-31	Gas	\$456.76
110-3510-517.35-32	Electric	\$4,295.75
110-3510-517.35-33	Telephone	\$11,092.11
110-3510-517.35-37	Storm Water	\$12.00
110-3510-517.35-38	Wireless Communications	\$459.95
110-3510-517.45-90	Rentals	\$9,223.83
110-3510-517.45-92	Equipment Rentals	\$64.35
110-3510-517.48-01	Maintenance Agreements	\$15,794.95
110-3510-517.48-20	Equipment Maintenance	\$408.11
110-3510-517.49-90	Miscellaneous Contractual	\$2,510.74
<b>Utilities, Services, &amp; Miscellaneous Total</b>		<b>\$44,318.55</b>
<b>Total Quarterly Expenses</b>		<b>\$224,284.46</b>

# Actual Expenses for JCIC

## January - March 2015

From Frank Bohac system <https://bconserv.com/dss/default.asp>

### As of 04/21/2015

Account Number	Account Name	Transaction Date	Transaction Number	Transaction Description	Total Expenses
<b>Total Personnel Services</b>					<b>\$127,075.88</b>
110-3510-517.12-10	Office Supplies	1/25/2015	1202	BANK OF AMERICA	\$9.98
110-3510-517.12-10	Office Supplies	1/25/2015	1202	BANK OF AMERICA	\$1.95
110-3510-517.12-10	Office Supplies	1/25/2015	1202	BANK OF AMERICA	\$3.90
110-3510-517.12-20	Printing	2/28/2015		XEROX	\$1.75
110-3510-517.12-30	Postage	3/31/2015		UPS	\$11.10
110-3510-517.12-30	Postage	3/31/2015		POSTAGE	\$3.53
110-3510-517.12-30	Postage	2/28/2015		POSTAGE	\$0.48
110-3510-517.12-30	Postage	2/28/2015		UPS	\$10.27
110-3510-517.12-30	Postage	1/31/2015		POSTAGE	\$1.19
110-3510-517.13-92	Food	1/25/2015	1202	BANK OF AMERICA	\$66.68
110-3510-517.13-95	Miscellaneous	2/25/2015	1203	BANK OF AMERICA	\$15.04
110-3510-517.14-20	Equipment Parts	11/10/2014		0 MO MATL MGMT/SU	\$80.00
110-3510-517.18-20	Electronic Items	1/25/2015	1202	BANK OF AMERICA	\$123.23
110-3510-517.18-20	Electronic Items	1/19/2015	471862	STEEL-NETT LLC	\$489.60
110-3510-517.18-20	Electronic Items	1/25/2015	1202	BANK OF AMERICA	\$372.28
<b>Total Materials &amp; Supplies</b>					<b>\$1,190.98</b>
110-3510-517.20-10	Travel	1/25/2015	1202	BANK OF AMERICA	\$341.80
110-3510-517.20-30	Education & Training Mats	2/20/2015	474361	NATIONAL ACADEM	\$135.00
110-3510-517.20-30	Education & Training Mats	1/5/2015	471841	NATIONAL ACADEM	\$170.00
110-3510-517.20-40	Registration & Tuition	3/17/2015	474467	BOONE CNTY FIRE	\$300.00
110-3510-517.20-40	Registration & Tuition	2/3/2015	471970	LAW ENFORCEMENT	\$325.00
110-3510-517.20-40	Registration & Tuition	1/25/2015	1202	BANK OF AMERICA	\$885.00
110-3510-517.20-40	Registration & Tuition	1/15/2015	471011	BOONE CNTY FIRE	\$300.00
110-3510-517.20-40	Registration & Tuition	1/29/2015	471911	BOONE CNTY FIRE	\$250.00
110-3510-517.20-40	Registration & Tuition	1/25/2015	1202	BANK OF AMERICA	\$675.00
<b>Total Travel &amp; Training</b>					<b>\$3,381.80</b>
110-3510-517.30-43	Computer Replacement	2/1/2015		MONTHLY INTRAGO	\$1,197.92
110-3510-517.30-43	Computer Replacement	3/1/2015		MONTHLY INTRAGO	\$1,197.92
110-3510-517.30-43	Computer Replacement	1/1/2015		MONTHLY INTRAGO	\$1,197.92
110-3510-517.30-44	IT Support & Maintenance	3/1/2015		MONTHLY INTRAGO	\$11,939.75
110-3510-517.30-44	IT Support & Maintenance	2/1/2015		MONTHLY INTRAGO	\$11,939.75
110-3510-517.30-44	IT Support & Maintenance	1/1/2015		MONTHLY INTRAGO	\$11,939.75
110-3510-517.30-49	GIS Fee	3/1/2015		MONTHLY INTRAGO	\$1,610.83
110-3510-517.30-49	GIS Fee	2/1/2015		MONTHLY INTRAGO	\$1,610.83
110-3510-517.30-49	GIS Fee	1/1/2015		MONTHLY INTRAGO	\$1,610.83
110-3510-517.30-50	Fiber Optics	1/1/2015		FIBER OPTIC CHA	\$250.00
110-3510-517.30-50	Fiber Optics	2/1/2015		FIBER OPTIC CHA	\$250.00
110-3510-517.30-50	Fiber Optics	3/1/2015		FIBER OPTIC CHA	\$250.00
110-3510-517.30-58	Self Insurance Charges	2/1/2015		SELF INSURANCE	\$565.33
110-3510-517.30-58	Self Insurance Charges	3/1/2015		SELF INSURANCE	\$565.33
110-3510-517.30-58	Self Insurance Charges	1/1/2015		SELF INSURANCE	\$565.33
110-3510-517.30-87	Building Maintenance	1/1/2015		MONTHLY INTRAGO	\$541.92
110-3510-517.30-87	Building Maintenance	3/1/2015		MONTHLY INTRAGO	\$541.92
110-3510-517.30-87	Building Maintenance	2/1/2015		MONTHLY INTRAGO	\$541.92
<b>Total Intragovernmental Charges</b>					<b>\$48,317.25</b>
110-3510-517.35-31	Gas	3/23/2015	475429	FERRELLGAS	\$456.76
110-3510-517.35-32	Electric	3/24/2015	UT	UB CHARGE UPDAT	\$15.70
110-3510-517.35-32	Electric	3/24/2015	474641	CITY OF COLUMBI	\$356.85
110-3510-517.35-32	Electric	2/23/2015	UT	UB CHARGE UPDAT	\$108.15
110-3510-517.35-32	Electric	2/18/2015	472656	AMERENUE	\$121.25
110-3510-517.35-32	Electric	2/17/2015	472516	AMERENUE	\$39.47
110-3510-517.35-32	Electric	2/17/2015	472516	AMERENUE	\$72.51

# Actual Expenses for JCIC

January - March 2015

From Frank Bohac system <https://bconserv.com/dss/default.asp>

As of 04/21/2015

Account Number	Account Name	Transaction Date	Transaction Number	Transaction Description	Total Expenses
110-3510-517.35-32	Electric	1/15/2015	471150	BOONE ELECTRIC	\$82.10
110-3510-517.35-32	Electric	1/5/2015	UT	UB CHARGE UPDAT	\$87.89
110-3510-517.35-32	Electric	1/1/2015	470268	HOWARD ELECTRIC	\$172.98
110-3510-517.35-32	Electric	1/1/2015	470268	HOWARD ELECTRIC	\$216.06
110-3510-517.35-32	Electric	3/24/2015	474641	CITY OF COLUMBI	\$30.23
110-3510-517.35-32	Electric	3/19/2015	474449	AMERENUE	\$128.85
110-3510-517.35-32	Electric	3/1/2015	473491	BOONE ELECTRIC	\$75.77
110-3510-517.35-32	Electric	2/24/2015	UT	UB CHARGE UPDAT	\$15.70
110-3510-517.35-32	Electric	2/4/2015	UT	UB CHARGE UPDAT	\$83.24
110-3510-517.35-32	Electric	2/1/2015	471807	HOWARD ELECTRIC	\$182.42
110-3510-517.35-32	Electric	1/26/2015	UT	UB CHARGE UPDAT	\$137.66
110-3510-517.35-32	Electric	1/19/2015	470997	AMERENUE	\$74.82
110-3510-517.35-32	Electric	3/23/2015	UT	UB CHARGE UPDAT	\$114.77
110-3510-517.35-32	Electric	3/18/2015	474244	AMERENUE	\$44.75
110-3510-517.35-32	Electric	3/1/2015	473369	HOWARD ELECTRIC	\$184.46
110-3510-517.35-32	Electric	2/25/2015	473097	CITY OF COLUMBI	\$375.99
110-3510-517.35-32	Electric	2/24/2015	473097	CITY OF COLUMBI	\$29.22
110-3510-517.35-32	Electric	2/15/2015	472674	BOONE ELECTRIC	\$83.93
110-3510-517.35-32	Electric	2/1/2015	471807	HOWARD ELECTRIC	\$226.29
110-3510-517.35-32	Electric	1/20/2015	470997	AMERENUE	\$139.16
110-3510-517.35-32	Electric	1/19/2015	470997	AMERENUE	\$40.47
110-3510-517.35-32	Electric	1/1/2015	470384	BOONE ELECTRIC	\$74.87
110-3510-517.35-32	Electric	3/18/2015	474244	AMERENUE	\$76.48
110-3510-517.35-32	Electric	3/15/2015	474264	BOONE ELECTRIC	\$78.68
110-3510-517.35-32	Electric	3/4/2015	UT	UB CHARGE UPDAT	\$76.60
110-3510-517.35-32	Electric	3/1/2015	473369	HOWARD ELECTRIC	\$223.09
110-3510-517.35-32	Electric	2/1/2015	471913	BOONE ELECTRIC	\$75.77
110-3510-517.35-32	Electric	1/28/2015	UT	UB CHARGE UPDAT	\$15.70
110-3510-517.35-32	Electric	1/28/2015	471550	CITY OF COLUMBI	\$405.16
110-3510-517.35-32	Electric	1/27/2015	471550	CITY OF COLUMBI	\$28.71
110-3510-517.35-33	Telephone	1/31/2015	473159	LANGUAGE LINE S	\$119.96
110-3510-517.35-33	Telephone	1/23/2015	471917	CENTURYLINK	\$1,822.25
110-3510-517.35-33	Telephone	1/21/2015		Add project	\$707.35
110-3510-517.35-33	Telephone	1/21/2015		Add project	\$707.35
110-3510-517.35-33	Telephone	1/21/2015		Add project	(\$707.35)
110-3510-517.35-33	Telephone	3/23/2015	475405	CENTURYLINK	\$1,838.80
110-3510-517.35-33	Telephone	3/6/2015	474278	CENTURYLINK	\$711.62
110-3510-517.35-33	Telephone	1/21/2015		Add project	(\$707.35)
110-3510-517.35-33	Telephone	1/6/2015	471367	CENTURYLINK	\$711.62
110-3510-517.35-33	Telephone	3/31/2015		0 LANGUAGE LINE S	\$62.03
110-3510-517.35-33	Telephone	2/6/2015	472892	CENTURYLINK	\$711.62
110-3510-517.35-33	Telephone	1/31/2015		TELEPHONE 01/20	\$626.97
110-3510-517.35-33	Telephone	2/28/2015		TELEPHONE 02/20	\$617.28
110-3510-517.35-33	Telephone	2/28/2015	474700	LANGUAGE LINE S	\$172.77
110-3510-517.35-33	Telephone	2/23/2015	473755	CENTURYLINK	\$1,848.03
110-3510-517.35-33	Telephone	12/23/2014	470397	CENTURYLINK	\$1,849.16
110-3510-517.35-37	Storm Water	3/4/2015	UT	UB CHARGE UPDAT	\$4.00
110-3510-517.35-37	Storm Water	2/4/2015	UT	UB CHARGE UPDAT	\$4.00
110-3510-517.35-37	Storm Water	1/5/2015	UT	UB CHARGE UPDAT	\$4.00
110-3510-517.35-38	Wireless Communications	3/26/2015	475730	AT&T MOBILITY	\$114.33
110-3510-517.35-38	Wireless Communications	3/9/2015	474025	SPRINT/NEXTEL	\$37.99
110-3510-517.35-38	Wireless Communications	2/26/2015	473885	AT&T MOBILITY	\$114.33
110-3510-517.35-38	Wireless Communications	2/9/2015	473213	SPRINT/NEXTEL	\$38.98

## Actual Expenses for JCIC

January - March 2015

From Frank Bohac system <https://bconserv.com/dss/default.asp>

As of 04/21/2015

Account Number	Account Name	Transaction Date	Transaction Number	Transaction Description	Total Expenses
110-3510-517.35-38	Wireless Communications	1/26/2015	472309	AT&T MOBILITY	\$114.33
110-3510-517.35-38	Wireless Communications	1/9/2015	470743	SPRINT/NEXTEL	\$39.99
110-3510-517.45-90	Rentals	3/25/2015	475373	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	3/25/2015	475373	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	3/1/2015	473861	UMC/CURATORS -	\$315.00
110-3510-517.45-90	Rentals	1/1/2015	470346	UMC/CURATORS -	\$315.00
110-3510-517.45-90	Rentals	12/29/2014	469920	CONTEMPORARY BR	1 \$1,222.51
110-3510-517.45-90	Rentals	3/27/2015	475499	SPECTRASITE COM	\$500.00
110-3510-517.45-90	Rentals	2/25/2015	473107	CONTEMPORARY BR	1 \$1,222.51
110-3510-517.45-90	Rentals	2/25/2015	473734	AMERICAN TOWERS	\$600.00
110-3510-517.45-90	Rentals	2/23/2015	473649	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	1/27/2015	472095	AMERICAN TOWERS	\$600.00
110-3510-517.45-90	Rentals	1/26/2015	471878	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	3/28/2015	475391	AMERICAN TOWERS	\$600.00
110-3510-517.45-90	Rentals	2/25/2015	473626	SPECTRASITE COM	\$500.00
110-3510-517.45-90	Rentals	1/26/2015	471878	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	2/23/2015	473649	USCOC OF GREATE	\$218.55
110-3510-517.45-90	Rentals	2/1/2015	471872	UMC/CURATORS -	\$315.00
110-3510-517.45-90	Rentals	1/28/2015	471558	CONTEMPORARY BR	1 \$1,222.51
110-3510-517.45-90	Rentals	1/27/2015	472268	SPECTRASITE COM	\$500.00
110-3510-517.45-92	Equipment Rentals	3/1/2015	473993	MIDWEST PAGING	\$21.45
110-3510-517.45-92	Equipment Rentals	2/1/2015	472228	MIDWEST PAGING	\$21.45
110-3510-517.45-92	Equipment Rentals	1/1/2015	470470	MIDWEST PAGING	\$21.45
110-3510-517.48-01	Maintenance Agreements	1/27/2015	472927	GEO-COMM INC	13 \$13,865.00
110-3510-517.48-01	Maintenance Agreements	1/2/2015	472240	MSHP CJ TECH FU	\$355.95
110-3510-517.48-01	Maintenance Agreements	3/23/2015	474755	SYNERGON SOLUTI	1 \$1,574.00
110-3510-517.48-20	Equipment Maintenance	2/16/2015	474104	CALL ONE INC	\$116.37
110-3510-517.48-20	Equipment Maintenance	2/9/2015	472855	ACCUTECH CORPOR	\$215.93
110-3510-517.48-20	Equipment Maintenance	3/24/2015		0 CALL ONE INC	\$75.81
110-3510-517.49-90	Miscellaneous Contractual	1/20/2015	471427	MARMIC FIRE & S	\$21.30
110-3510-517.49-90	Miscellaneous Contractual	1/15/2015		EZPARK DEPARTME	\$80.00
110-3510-517.49-90	Miscellaneous Contractual	2/1/2015	473161	LISA ARNOLD CLE	\$578.88
110-3510-517.49-90	Miscellaneous Contractual	3/9/2015		EZ PARK-MARY PA	\$160.00
110-3510-517.49-90	Miscellaneous Contractual	1/23/2015	184471	REFUND	(\$83.86)
110-3510-517.49-90	Miscellaneous Contractual	1/6/2015	470738	SAMUEL EXCAVATI	\$490.00
110-3510-517.49-90	Miscellaneous Contractual	1/1/2015	471615	LISA ARNOLD CLE	\$560.00
110-3510-517.49-90	Miscellaneous Contractual	3/1/2015	474701	LISA ARNOLD CLE	\$674.42
110-3510-517.49-90	Miscellaneous Contractual	2/25/2015	474743	ROTTLER PEST &	\$30.00
<b>Total Utilities, Services, &amp; Miscellaneous</b>					<b>\$44,318.55</b>
<b>Total Quarterly Expenses</b>					<b>\$224,284.46</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid  
12-06MAR15: Radar/Speed Display Trailer for Sheriff's Dept to Monitor Systems of Dallas, TX.

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 26th day of May, 2015.

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



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Elizabeth Sanders  
DATE: May 19, 2015  
RE: RFB #12-06MAR15: Radar/Speed Display Trailer for Sheriff Department

Request for Bid #12-06MAR15 for Radar/Speed Display Trailer for Sheriff Department closed on March 6, 2015 with eight bids received. Of the 8 bids received, with Monitor Systems of Dallas, Texas having quoted lowest bid for their Bid 1 at \$5,660.00 and Lightle Enterprises of Frankfort, Ohio quoting highest bid at \$15,808.00, Monitor Systems Bid 2 for the MS1R-PRODIGY 22L at \$8,415.00 is considered the most advantageous offer, providing added-value optional features which will best meet the County's needs for this equipment.

Purchasing and the Sheriff's Department request permission to offer an award to Monitor Systems of Dallas, Texas for purchase of the equipment listed below:

		<u>Unit Cost</u>	<u>Extended Cost</u>
Two-Wheel MS1R-PRODIGY 22L radar/speed display trailer-	1 ea	\$6,200.00	\$6,200.00
And to include bid options:			
Spare Tire with mount-	1 ea	\$ 125.00	\$ 125.00
Wheel Lock-	1 ea	\$ 110.00	\$ 110.00
Traffic Data Recording System-	1 ea	included	included
Solar Panel Charging System-	1 ea	\$ 500.00	\$ 500.00
Three additional batteries-	3 ea	\$ 135.00	\$ 405.00
Aluminum wheels (set of 2)-	1 ea	included	included
Storage cabinet, 48" x 20" x 20"-	1 ea	\$ 500.00	\$ 500.00
Shipping	1 ea	\$ 575.00	<u>\$ 575.00</u>
	<b>TOTAL</b>		<b>\$8,415.00</b>

Total cost of purchase is \$8,415.00 and will be paid from department 1251-Sheriff, account 91300-Machinery and Equipment, for which \$9,600.00 is budgeted.

cc: Chad Martin, Sheriff Dept.  
Contract File



**BID TABULATION – 12-06MAR15 - Radar/Speed Display Trailer**

BID TABULATION		ALL TRAFFIC SOLUTIONS			KUSTOM SIGNALS, INC			KUSTOM SIGNALS - Optional pricing			MILLENUM PRODUCTS, INC.			LIGHTLE ENTERPRISES OF OHIO, LLC			
Item #	Description	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	
1	Two-wheel RADAR/Speed Display Trailer, meeting bid specifications and with all equipment features listed in the bid requirements.	1	\$6,965.00	\$6,965.00	1	\$8,469.00	\$8,469.00	1			1	\$6,963.18 (870 lbs)	\$6,963.18	1	\$9,333.00	\$9,333.00	
	<i>(Provide documentation of manufacture/assembly in USA with bid)</i>																
	Manufacturer:		All Traffic Solutions			RU2 Systems, Inc						Wanco			American Signal		
	Model:		SA 18 ATSS trailer			SMART 850						WSDT3-S			SMS-131T		
2	TRAILER OPTIONS to price-																
A	Spare Tire with mount included-	1	\$80.00	\$80.00	1	\$459.00	\$459.00	1			1	\$120.00	\$120.00	1	\$175.00	\$175.00	
B	Wheel Lock	1	\$106.00	\$106.00	1	\$87.00	\$87.00	1			1	\$82.76	\$82.76	1	\$110.00	\$110.00	
3	RADAR / SPEED DISPLAY Component OPTION to price-																
A	Traffic Data Recording System with download capabilities.	1	\$425.00	\$425.00	1	\$725.00	\$725.00	1			1	\$2,074.00	\$2,074.00	1	\$1,750.00	\$1,750.00	
	Mfr/Model:	usb/ ats			RU2 Systems, Inc						Wanco, WANVMS-TRAFDATA			American Signal- RU2			
4	OTHER OPTIONS to price-																
A	Solar Panel charging system to charge batteries-	1	\$760.00	\$760.00	1	\$925.00 (140 watt)*	\$925.00	1	Substitute \$795.00 (50 watt) if no extra electronics	\$795.00	1	Included	Included	1	N/C	N/C	
	Mfr/Model:				Kyocera									American Signal			
B	Alarm System	1	\$165.00	\$165.00	1	\$160.00	\$160.00	1			1	N/A	N/A	1	\$560.00	\$560.00	
	Mfr/Model:				Audiovox									American Signal- Tamper alarm			
C	Trailer Cover	1	N/A	N/A	1	\$45.00	\$45.00	1			1	N/A	N/A	1	\$940.00	\$940.00	
D	Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times.	3	\$420.00	\$1,260.00	3	\$409.00	\$1,227.00 **	3	If going to ALPR system:	\$2,212.00 (upgrade to 154Ah AGM)	3	0.00 (2-6v DC included)	Standard unit up to 30 days run time	3	\$550.00	\$1,650.00	
	Mfr/Brand:	235AH			FIAMM												
E	Aluminum Wheels (Set of Two)	1 Set	\$80.00	\$80.00 Includes tires	1 Set	\$495.00	\$495.00	1 Set			1 Set	N/A- steel wheels standard	N/A	1 Set	\$940.00	\$940.00	
F	Larger than standard base cabinet with larger dimensions (provide specifics for this option if quoted)	Added Cost to Item 1	N/A	N/A	Added Cost to Item 1	No Charge	Included with Item #1***	Added Cost to Item 1	\$925.00	If ALPR, add enclosure below display	Added Cost to Item 1	\$120.00	\$120.00	Added Cost to Item 1	\$350.00 Top mounted	\$350.00	
<b>TOTAL with options, less S&amp;H:</b>				\$9,841.00			\$12,592.00			\$14,502.00			\$9,359.94			\$15,808.00	
SHIPPING AND HANDLING COSTS for delivery of all equipment quoted, FOB Destination, Sherill Department, Columbia, MO 65202: \$		\$1,000.00			\$604.00 per trailer						\$200.00			Included in trailer price			
DELIVERY ARO (after receipt of Order):		30 days			within 45 days ARO						30-45 days			45 days			
WARRANTY- Is detailed manufacturer's warranty included with this bid response?		1 year - (3 months on batteries)- Made in USA statement			Yes- 2 yr: trailer; 27 months: radar (meet or exceed Buy American Act)						Yes- 1 yr - 18 months; message signs: 5 yrs (Made in America Statement)			1 year			
Cooperative Pricing? (Yes or No)		Yes			Yes- 2 yr: trailer; 27 months: radar						Yes			Yes			
If Yes on Coop Purchasing, how long prices firm?		120 Days			1 year from date of bid award						3 months			Six months			

\* , \*\* , \*\*\* see bid & option prices

**BID TABULATION – 12-06MAR15 - Radar/Speed Display Trailer**

BID TABULATION		K & K SYSTEMS, INC.			MONITOR SYSTEMS Bid 1			MONITOR SYSTEMS Bid 2			MONITOR SYSTEMS Bid 3		
Item #	Description	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost
1	Two-wheel RADAR/Speed Display Trailer, meeting bid specifications and with all equipment features listed in the bid requirements.	1	\$5,181.82	\$5,181.82	1	\$4,295.00	\$4,295.00	1	\$6,200.00	\$6,200.00	1	\$9,500.00	\$9,500.00
	<i>(Provide documentation of manufacture/assembly in USA with bid)</i>												
	<b>Manufacturer:</b>	LT-ER18-P-DC599S			Monitor Systems			Monitor Systems			Monitor Systems		
<b>Model:</b>				MSL-1 (2 digit numeric display)			MS1R-PRODIGY 22L			Prodigy 33L trailer			
2	<b>TRAILER OPTIONS to price-</b>												
A	Spare Tire with mount included-	1	\$308.64	\$308.64	1	N/A	N/A	1	\$125.00	\$125.00	1	\$125.00	\$125.00
B	Wheel Lock	1	\$79.74	\$79.74	1	\$110.00	\$110.00	1	\$110.00	\$110.00	1	\$110.00	\$110.00
3	<b>RADAR / SPEED DISPLAY Component OPTION to price-</b>												
A	Traffic Data Recording System with download capabilities.	1	\$316.56	\$316.56	1	Included	Included	1	Included all models come with as standard	Included all models come with as standard	1	Included	Included
	<b>Mfr/Model:</b>	K&K TSTAT											
4	<b>OTHER OPTIONS to price-</b>												
A	Solar Panel charging system to charge batteries-	1	\$194.68	\$194.68	1	\$350.00	\$350.00	1	\$500.00	\$500.00	1	Included in base price	Included in base price
	<b>Mfr/Model:</b>	ADD20W											
B	Alarm System.	1	\$237.42	\$237.42	1	N/A	N/A	1	N/A	N/A	1	N/A	N/A
	<b>Mfr/Model:</b>	K&K TMA											
C	Trailer Cover	1	N/A	N/A	1	N/A	N/A	1	N/A	N/A	1	N/A	N/A
D	Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times.	3	\$71.11	Unit comes with 2 batteries included	3	\$135.00	\$405.00	3	\$135.00	\$405.00	3	\$135.00	\$405.00
	<b>Mfr/Brand:</b>	BAT-12-18A											
E	Aluminum Wheels (Set of Two)	1 Set	N/A	N/A	1 Set	Standard	Standard	1 Set	Standard	Standard	1 Set	Standard	Standard
F	Larger than standard base cabinet with larger dimensions (provide specifics for this option if quoted)	<b>Added Cost to Item 1</b>	\$300.00	\$300.00	<b>Added Cost to Item 1</b>	N/A	N/A- standard box measures 30"L x 24"W x 36"H	<b>Added Cost to Item 1</b>	\$500.00	\$500.00 Battery Compartment	<b>Added Cost to Item 1</b>	N/A	N/A
<b>TOTAL with options, less S&amp;H:</b>				\$6,832.19			\$5,160.00			\$7,840.00			\$10,140.00
<b>SHIPPING AND HANDLING COSTS</b> for delivery of all equipment quoted, FOB Destination, Sheriff Department, Columbia, MO 65202:		\$500.00 FOB Tupelo, MS			\$500.00			\$575.00			\$650.00		
<b>DELIVERY ARO (after receipt of order):</b>		30 days			30 days			30 days			30 days		
<b>WARRANTY-</b> Is detailed manufacturer's warranty included with this bid response?		1 year			Yes- 12 months; LEDs 3 yrs. Applies to Monitor Systems products only			Yes			Yes		
<b>Cooperative Pricing? Yes or No</b>		Yes			Yes			Yes			Yes		
<b>If yes on Coop Purchasing, how long prices firm?</b>		45 days			1 year			1 year			1 year		

**BID TABULATION - 12-06MARI5 - Radar/Speed Display Trailer**

BID TABULATION		ALL TRAFFIC SOLUTIONS				KUSTOM SIGNALS, INC				KUSTOM SIGNALS - Optional pricing				MILLENNIUM PRODUCTS, INC.				LITTLE ENTERPRISES OF OHIO, LLC			
Item #	Description	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost	Qty	Unit Cost	Extended Cost		
1	Two-wheel RADAR/Speed Display Trailer, meeting bid specifications and with all equipment features listed in the bid requirements	1	\$6,965.00	\$6,965.00	1	\$8,469.00	\$8,469.00	1			1	\$6,963.18 (870 lbs)	\$6,963.18	1	\$9,333.00	\$9,333.00					
(Provide documentation of manufacture/assembly in USA with bid)																					
Manufacturer:		All Traffic Solutions				RU2 Systems, Inc				Wanco				American Signal							
Model:		SA 18 ATSS trailer				SMART 850				WSDT3-S				SMS-131T							
2	TRAILER OPTIONS to price-																				
A	Spare Tire with mount included-	1	\$80.00	\$80.00	1	\$459.00	\$459.00	1			1	\$120.00	\$120.00	1	\$175.00	\$175.00					
B	Wheel Lock	1	\$106.00	\$106.00	1	\$87.00	\$87.00	1			1	\$82.76	\$82.76	1	\$110.00	\$110.00					
3	RADAR / SPEED DISPLAY Component OPTION to price-																				
A	Traffic Data Recording System with download capabilities.	1	\$425.00	\$425.00	1	\$725.00	\$725.00	1			1	\$2,074.00	\$2,074.00	1	\$1,750.00	\$1,750.00	American Signal- RU2				
4	OTHER OPTIONS to price-																				
A	Solar Panel charging system to charge batteries-	1	\$760.00	\$760.00	1	\$925.00 (140 watt*)	\$925.00	1	Substitute \$795.00 extra electronics (50 watt) if no	\$795.00	1	Included	Included	1	N/C	N/C	American Signal				
B	Alarm System	1	\$165.00	\$165.00	1	\$160.00	\$160.00	1			1	N/A	N/A	1	\$560.00	\$560.00	American Signal- Tamper alarm				
C	Trailer Cover	1	N/A	N/A	1	\$45.00	\$45.00	1			1	N/A	N/A	1	\$940.00	\$940.00	Standard unit up to 30 days run time				
D	Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times.	3	\$420.00	\$1,260.00	3	\$409.00	\$1,227.00**	3	If going to ALPR system: (upgrade to 154Ah AGM)	\$2,212.00	3	0.00 (2-6v DC included)		3	\$550.00	\$1,650.00					
E	Aluminum Wheels (Set of Two)	1 Set	\$80.00	\$80.00	1 Set	\$495.00	\$495.00	1 Set			1 Set	N/A- steel wheels standard		1 Set	\$940.00	\$940.00					
F	Larger than standard base cabinet with larger dimensions (provide specifics for this option if quoted)	Added Cost to Item 1	N/A		Added Cost to Item 1	No Charge		Added Cost to Item 1	Included with Item #1***	\$925.00		Added Cost to Item 1	below display enclosure	Added Cost to Item 1	\$120.00		Added Cost to Item 1	Top mounted	\$350.00	\$350.00	
TOTAL, with options, less S&H:				\$9,841.00			\$12,592.00			\$14,502.00			\$9,359.94			\$15,808.00					
SHIPPING AND HANDLING COSTS for delivery of MO 65202. \$		\$1,000.00				\$604.00 per trailer				\$200.00				Included in trailer price							
DELIVERY ARO (after receipt of Order):		30 days				within 45 days ARO				30-45 days				45 days							
WARRANTY- Is detailed manufacturer's warranty included with this bid response?		1 year - (3 months on batteries)- Made in USA statement				Yes- 2 yr: trailer; 27 months: radar (meet or exceed Buy American Act)				Yes- 1 yr - 18 months; message signs: 5 yrs (Made in America Statement)				1 year							
Cooperative Pricing? (Yes or No)		Yes				Yes- 2 yr: trailer; 27 months: radar				Yes				Yes							
If Yes on Coop Purchasing, how long prices firm?		120 Days				1 year from date of bid award				3 months				Six months							

\*, \*\*, \*\*\* see bid & option prices

5-18-15

REQUEST DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15163 VENDOR NO.

Monitor Systems VENDOR NAME

12-06MAR15 BID NUMBER

Ship to Department #1251

Bill to Department #1251

Table with 6 columns: Department, Account, Item Description, Qty, Unit Price, Amount. Includes line items for Two-Wheel MS1R-PRODIGY 22L, Spare Tire with mount, Wheel Lock, Traffic Data Recording, Solar Panel, Aluminum wheels, Storage cabinet, Shipping, etc. Includes handwritten notes and a 'GRAND TOTAL' of 8,415.00.

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

Handwritten signature and 'Approving Official' label.



Prepared By

**PURCHASE AGREEMENT  
FOR  
Radar/Speed Display Trailer  
RFB #12-06MAR15**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of May 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Monitor Systems**, 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 **one (1) radar/speed display trailer, Monitor Systems Model MS1R-PRODIGY 22L**; County of Boone Request for Bid **12-06MAR15 and any applicable addenda**, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and the Contractor's bid response dated **February 27, 2015**, and executed by **Lewis Irvine**, on behalf of 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 the Vendor and the Vendor agrees to supply the County with one (1) radar/speed display trailer with associated equipment as listed below:

<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
Two-wheel RADAR/Speed Display Trailer, Monitor Systems Model MS1R-PRODIGY 22L- With following bid options:	1	\$6,200.00	\$6,200.00
Spare Tire with mount-	1	\$ 125.00	\$ 125.00
Wheel Lock-	1	\$ 110.00	\$ 110.00
Traffic Data Recording System (VMS configuration and Monitoring Software)-	1	included	included
Solar Panel Charging System-	1	\$ 500.00	\$ 500.00
Three (3) additional Group 31 batteries	3	\$ 135.00	\$ 405.00
Aluminum wheels (set of 2)	1	included	included
Larger storage cabinet, 48" x 20" x 20"	1	\$ 500.00	\$ 500.00
Shipping, FOB Destination Sheriff Department	1	\$ 575.00	\$ 575.00
	<b>TOTAL</b>		<b>\$8,415.00</b>

**Total cost of purchase is Eight Thousand, Four Hundred Fifteen Dollars and No Cents**

3. **Delivery**- Contract agrees to deliver all equipment as listed herein within 30 DAYS after receipt of purchase order. Delivery will be FOB Destination, Columbia, Missouri.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202 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.

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.

**MONITOR SYSTEMS**

by *Lewis Linn*  
title *Mgr. Power*

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

*J. Blaes*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, 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.)

*June Pitchford* by *jj* *05/27/2015* *1251/91300- \$8,415.00*  
Signature Date Appropriation Account



BOONE COUNTY, MISSOURI

Request for Bid #: 12-06MAR15 – *RADAR/Speed Display Trailer for Sheriff Department*  
**CLOSING DATE: Friday, March 6, 2015**


**ADDENDUM #1 - Issued February 24, 2015**

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

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

- 1) The diagram for bidders' information as an example of storage cabinet/box placement on trailer described in Primary Specifications was inadvertently omitted from original Request for Bid. Attached to this Addendum #1 is the diagram referred to in the bid documents.

By:

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

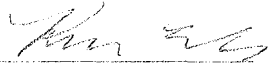
OFFEROR has examined copy of **Addendum #1** to Request for Bid# **12-06MAR15 – RADAR/Speed Display Trailer for Sheriff Department**, receipt of which is hereby acknowledged:

Company Name: Monitor Systems

Address: 10737 Colewood Lane DALLAS TX 75243

Phone Number: 888-819-7023 Fax Number: n/a

E-mail: sales@monitorsystems.net

Authorized Representative Signature:  Date: 2-27-2015

Authorized Representative Printed Name: Ken Elder

County of Boone

Purchasing Department

**4. Response Form** – Submit three (3) copies of your Bid Response in a single sealed envelope, clearly marked on the outside left corner with your company name and return address, and the Bid Number and Due Date and Time.

Company Name: Monitor Systems

Address: 10737 Colewood lane

City/Zip: Dallas Texas 75243

Phone Number: 888-819-7023

E-Mail: sales@monitorsystems.net

Fax Number: n/a

Federal Tax I.D. 05-0604431

Corporation

Partnership – Name Monitor Systems

Individual/Proprietorship – Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**PRICING –**

Item #	Description	Unit Price	Quantity	Extended Price
1	Two-wheel RADAR/Speed Display Trailer, meeting bid specifications and with all equipment features listed in the bid requirements. <i>(Provide documentation of manufacture/assembly in USA with bid)</i> Manufacturer: Model:	\$ <u>6,200.00</u> <u>monitor systems</u> <u>MS1R- PRODIGY 22L</u>	1	\$ <u>6,200.00</u>
2	<b>TRAILER OPTIONS</b> to price-			
A	Spare Tire with mount included-	\$ <u>125</u>	1	\$ <u>125</u>
B	Wheel Lock	\$ <u>110</u>	1	\$ <u>110</u>
3	<b>RADAR / SPEED DISPLAY Component OPTION</b> to price-			
A	Traffic Data Recording System with download capabilities. Mfr/Model:	\$ _____ included all <del>models come with it as standard.</del>	1	\$ <u>included</u>



Item #	Description	Unit Price	Quantity	Extended Price
4	<b>OTHER OPTIONS</b> to price-			
A	Solar Panel charging system to charge batteries- Mfr/Model:	\$ <u>500.00</u>	1	\$ <u>500.00</u>
B	Alarm System. Mfr/Model:	\$ <u>n/a</u>	1	\$ <u>n/a</u>
C	Trailer Cover	\$ <u>n/a</u>	1	\$ <u>n/a</u>
D	Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times. Mfr/Brand:	\$ <u>135.00</u> /EA	3	\$ <u>405</u>
E	Aluminum Wheels	\$ <u>standard</u> /Set of Two	Set	\$ _____
F	Larger than standard base cabinet with larger dimensions (provide specifics for this option if quoted)	\$ <u>500</u> added cost to Trailer quoted in Item 1.	1 BATTERY COMPARTMENT	\$ <u>500.00</u>

**SHIPPING AND HANDLING COSTS** for delivery of all equipment quoted, FOB Destination, Sheriff Department, Columbia, MO 65202: \$ 575.00

**DELIVERY ARO** (after receipt of Order): 30 DAYS

**WARRANTY**- Is detailed manufacturer's warranty included with this bid response? yes

Will undersigned bidder honor submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, MO? YES yes NO \_\_\_\_\_

If so, how long will prices for items quoted herein be honored? 1 year

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: 2-27-2015

Print Name and Title of Authorized Representative:

Lewis Irvine Title: Owner

**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.

Lewis Irvine Owner

---

Name and Title of Authorized Representative

Signature



Date

2-27-2015

## Monitor Systems WARRANTY

All Monitor Systems products are guaranteed to be free of defects in materials and workmanship for a period of 12 months from the date of delivery to the Owner, unless specifically noted. Monitor Systems agrees to repair or replace any component that fails for workmanship or defective materials. Led's used in Monitor Systems displays are warranted for 3 years. Batteries, Solar systems and Tires shall be warranted by their respected manufacturers. Systems purchased and incorporated into any monitor systems product will be warranted through Monitor Systems but by the manufacturer of the system. This Warranty applies *only* to the original registered Owner or Lessee on file at Monitor Systems and cannot be assigned or transferred to a third party

The Owner's remedy under this Warranty is limited to repair to the manufacturer's operational specifications or replacement, as Monitor Systems., or its agent may elect, of Equipment as (i) is covered by this warranty, (ii) is delivered to Monitor Systems or its agent at the Owner's expense within the term of this Warranty and (iii) upon examination thereof discloses to the exclusive satisfaction of Monitor Systems or its agent to have been defective in material or workmanship. Monitor Systems must authorize warranty service and repairs or this Warranty is void. The purchase price of this product does not include any on-site support, service or maintenance.

The Owner or Lessee shall use the Equipment in accordance with the manufacturer's operational instructions and shall not permit unauthorized personnel to perform maintenance, attempt repairs, or effect modifications on the Equipment. Failure of the Owner to observe any conditions set forth in this Warranty, or flood, fire, act of God or similar event or catastrophe, or tampering, misuse, or abuse of the Equipment by the Owner or Lessee or third party will render the Owner or Lessee responsible for the cost of bringing the Equipment within the manufacturer's operational specifications.

This Warranty is not intended to supplant normal inspection, care and service by the Owner and shall not apply to Equipment, which has been defaced or damaged through normal wear and tear.

THE LIABILITY OF Monitor Systems IF ANY, WITH RESPECT TO THE " EQUIPMENT, SHALL BE LIMITED AS PROVIDED IN THIS WARRANTY. Monitor Systems DISCLAIMS ANY OBLIGATION OR LIABILITY FOR THE LOSS OF THE USE OF THE EQUIPMENT WARRANTED, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. Monitor Systems, INC. MAKES NO WARRANTIES OF ANY KIND OTHER THAN AS HEREIN EXPRESSLY PROVIDED, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

No action for breach of this Warranty may be commenced more than one year after the date of the alleged breach.



## MODEL MS1-R SPECIFICATIONS

The MS1-R with a unique rotating Display with 22-inch tall digits is a Speed Monitoring System designed for easier placement. Well-balanced weight distribution makes it user friendly to handle and move for quick set up from location to location assisting in gaining voluntary speed limit compliance.

### Trailer Features:

#### Storage Compartment

Aluminum Diamond Plate custom storage for added strength  
Lockable-hinged access door  
Self supported door when open  
2 door releases for easy access  
Storage Dimensions  
Length 48 inches - Width 20 inches – Depth 20 inches

#### Trailer

11 Gauge Tubular Steel Frame  
Graffiti Resistant Powder Coat Paint  
Load Rated "ST" Series Tires  
LED Tail/Brake Light Package  
Armored/Recessed Clearance Lights  
Removable Hitch  
2" Coupler  
Removable Trailer to Vehicle Wiring Harness  
2 Deep Cycle Batteries  
Auto Deep Cycle Charger  
Side AC Input for charging  
Width 67"  
Height (with sign up) 96"  
Height (See Thru "ST" Option) 110"  
Height (in towing position) 47"  
Height Towing with ST Option 61"  
Length (with hitch) 108"  
Length (hitch removed) 88"  
Axle 3500 GVW  
Trailer Shipping Weight 650  
4 Flip Up corner leveling Jacks with removable handles  
Fold up/down Speed Limit Sign  
Removable Speed Limit Numbers includes 1 each 0,1,2,3,4,6,7. Two each # 5



**MONITOR**  
**SYSTEMS**

**Display: Prodigy 22L**

**Radar:**

Directional Radar (set for approaching only vehicles).  
K-band operating frequency (24.150 GHZ +/- 100 MHz)  
Or Ka band available (34.7 GHZ)  
One Piece True Doppler design  
Accuracy: +/- 1 mph/Kph  
Beam Width: 12 Degrees +/- 1 degree  
Microwave Source: Solid State Gunn Effect diode  
Target Speed Display: 5 – 199 mph



## Prodigy22L

### SPECIFICATIONS

#### Display:

- 26"H x 29"L x 3D"
- Auto Brightness (automatically adjusts for light conditions)
- Aluminum Enclosure with Graffiti Resistant Powder Coated Finish
- Shatter Resistant Polycarbonate display window for maximum protection Super Bright, Wide Angle Amber LED's
  
- Displays oncoming (approaching) vehicles only
- Speed Violation Alert: Display can be user defined to display text message and violator speeds. Maximum Display Cutoff end user defined as well, can be different text message with speed or blank (blanks display above setting)
- Bluetooth communication or rotary switches for changing Speed and Maximum Display Limits
- 12 Volt DC Power
- Removable rear access panel for servicing, lockable access door for removal of SD card
- Radar system fully enclosed within display
- PCB's conformal coated for additional moisture protection
- Input Voltage Tolerance: 9.0 - 15.5 volts DC
- Nominal Power 5w

### VMS CONFIGURATION AND MONITORING SOFTWARE

**Display Manager Software** has been developed to ease the VMS configuration and real/time monitoring. Due to various available VMS configurations from Monitor Systems (larger or smaller VMS, radar sensor present or not, trailer mount or pole mount), Display Manager software has been designed to be flexible and to work with any Monitor Systems VMS configuration.

#### Intuitive user interface:

- Compatible across wide variety of Windows platforms (XP, Vista, Windows 7, both 32 bit and 64 bit)
- Multiple available communication interfaces : Serial RS-232 connection,
- Bluetooth connection,
- 10Mbps Ethernet connection
- User authorization required for connecting to the VMS
- Three user privilege levels available, all password protected
- Ethernet connection is protected with 128-bit AES encryption



- Configures all VMS operating parameters: VMS size – number of LED panels, LED dimming – fixed or automatic, Automatic LED dimming table
- Ethernet address, Bluetooth device name,
- Scheduler to configure VMS operation times, Multiple on/off cycles; Hours, Days, Weeks
- SD Card and Flash memory
- When a radar sensor is attached to the VMS, configures radar operating parameters:
  - Radar communication protocol,
  - Radar sensitivity
- Integrated image editor for managing VMS images: Allows in-place image editing,
- Both static images and animations can be designed,
- Image import / export to external image files, Images can be grouped in *image libraries* for easier manipulation,
- Arabic right-to-left text support
- Configures display modes (which images/animations will be displayed) for the following situations:
  1. No vehicle on the road,
  2. Vehicle detected, at speed below defined limit,
  3. Vehicle detected at speed over defined limit,
  4. Vehicle detected, at speed over defined Maximum Speed
- Integrated file browser for remote access to the files stored on SD card
- Vehicle statistics logs
- Vehicle statistics log viewer and data analyzer
- Generates configurable PDF report with the vehicle statistics data

#### **Controller Board:**

The module is based on the ARM7 microcontroller and is designed to control all functions of the complex variable message sign with various communication interfaces, sign layouts and functions and various additional equipment connected to the sign.

- Four serial RS232 communication channel
- Bluetooth wireless communication interface.
- Standard SPI and I2C expansion ports and 4 GPO
- Expansion port is available for connection of the digital video camera for image and live video capturing.

Standard 10BASE-T/100BASE-T Ethernet interface available on the standard





- RJ45 connector.
- Storage of the data is by the internal SPI Flash memory and on the removable SD Card memory.
- Configuration of the controller can be implemented in software or selected by two 10 position rotary switches or by file loaded on SD card.

Parameter	MIN	TYP	MAX	Unit
Communication interfaces:				
RS232 interface			115200	bps
SPI interface			10	Mbps
I2C interface			200	Kbps
Bluetooth speed			115200	Bps
Bluetooth distance			15	m
GPO open-collector outputs:				
Maximal voltage		12	20	V
Maximal continues current			850	mA
Maximal pulse current (10ms)			1400	mA
GPIN inputs:				
Maximal voltage			5	V
Input impedance	8,2	10	12	kΩ
Power supply voltage	9,0	12,0	14,0	V
Power dissipation		744	1030	mW
Condition	Power supply current [12V]			Unit
	MIN	TYP	MAX	
Connected to PC with Bluetooth connection and file download in progress				
$V_{in} = +12.0V$	57.9	62.0	65.7	mA
Connected to PC with Ethernet connection (crossover cable)				
$V_{in} = +12.0V$	75.0	76.3	82.5	mA



Connected to PC with Ethernet connection (crossover cable) and file download in progress				
$V_{in} = +12.0V$	75.0	76.5	85.8	mA

**Radar:**

- Directional Radar. K-band operating Frequency (24.150 GHz +/- 100 MHz) One Piece design
- Accuracy: +/- 1 mph/Kph
- Beam Width: 12 Degrees +/- 1 degree
- Power Input 9 to 27 VDC
- Power Consumption < 1.35W (typical 1.0W)
- Maximal Current < 250 mA
- Temperature Range -40°C to +85°C
- Speed Range: 5–199
- FCC & CE approved:
- EN 50293:2000, EN 61000-6-2, EN 61000-6-4:2007, EN 61000-3-2:2006+A1:2009+A2:2009, EN 61000-3-3:2008, EN 300 440-1, EN 300 440-2,
- FCC Part 15 Subpart C




BOONE COUNTY, MISSOURI  
Request for Bid #: 12-06MAR15 – *RADAR/Speed Display Trailer for Sheriff Department*  
**CLOSING DATE: Friday, March 6, 2015**

**ADDENDUM #1 - Issued February 24, 2015**

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

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

- 1) The diagram for bidders' information as an example of storage cabinet/box placement on trailer described in Primary Specifications was inadvertently omitted from original Request for Bid. Attached to this Addendum #1 is the diagram referred to in the bid documents.

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

OFFEROR has examined copy of **Addendum #1** to Request for Bid# **12-06MAR15 – RADAR/Speed Display Trailer for Sheriff Department**, receipt of which is hereby acknowledged:

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

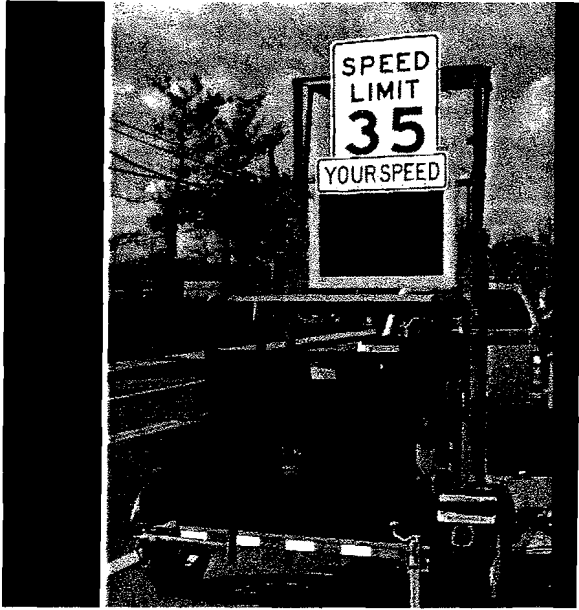
Address: \_\_\_\_\_

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

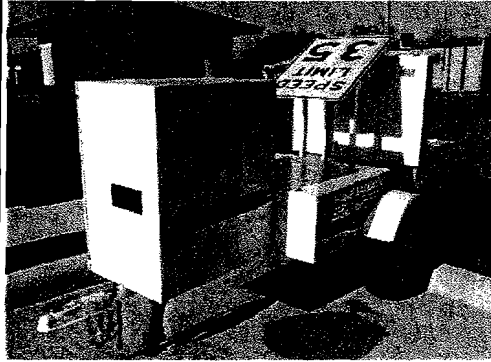
E-mail: \_\_\_\_\_

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

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



#1



#2



**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, Mo 65201

## **REQUEST FOR BID (RFB)**

Elizabeth Sanders, CPPB  
Senior Buyer  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [lsanders@boonecountymo.org](mailto:lsanders@boonecountymo.org)

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### ***Bid Data***

Bid Number: **12-06MAR15**

Commodity Title: **RADAR/Speed Display Trailer for Sheriff's Department**

**DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.**

### ***Bid Submission Address and Deadline***

Day/Date: **Friday, March 6, 2015**  
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**  
Directions: **Annex Building is located at corner of 7<sup>th</sup> & Ash St.**

### ***Bid Opening***

Day/Date: **Friday, March 6, 2015**  
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**  
2.0: **Primary Specifications**  
3.0: **Response Presentation and Review**  
4.0: **Response Form**  
Attachments: **“No Bid” Response Form  
Diagram- example of placement  
Standard Terms and Conditions  
Debarment Form**

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

**INVITATION** – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

**DEFINITIONS**

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

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

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

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

**Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of 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 addended, 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.

**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.

**2. Primary Specifications**

**ITEMS TO BE PROVIDED** – One (1) two-wheel trailer specifically designed as a RADAR / Speed Display Trailer ready for use. This equipment **MUST** meet all requirements of the BUY AMERICA Act by being made and/or assembled in the USA. Bidder shall provide documentation that the RADAR/Speed trailer is produced in the USA. Bidders shall provide with Bid Response the specification sheets and the detailed manufacturer’s warranty offered with equipment quoted.

**TRAILER REQUIREMENTS-**

- \* Light enough to be towed by patrol vehicle (no heavier than 750 lbs).
- \* Minimum 1,500 lb rated axle.
- \* 2 inch ball hitch with ball receiver lock.
- \* Steel (or equivalent metal) frame with fenders.
- \* Completely painted or powder coated (prefer White in color).
- \* Completely lockable storage cabinet/box for RADAR and electrical components.
- \* At least 2 stabilizing jacks near rear on each side of trailer.
- \* Adequate lighting as to pass state inspection and registration requirements.
- \* Reflectors or reflective tape/markings on rear of trailer.
- \* Spare Tire with mount included (to be priced as an Option)
- \* Locking lug nuts.
- \* Wheel Lock (to be priced as an Option)
- \* Space in storage cabinet to later install other electronics inside rear of box OR room to later mount box/cabinet on rear (example of such a box/cabinet is provided in attached Figure #1).
- \* Space in front of storage cabinet to later install other electronics inside front of box OR room to later mount box/cabinet on front of trailer (example is provided in attached Figure #2).

**RADAR / Speed Display Component Requirements-**

- \* Directional Sensing speed measure RADAR components.
- \* 12 Volt DC Deep Cycle batteries (or equivalent) to allow for up to 7 days run time.
- \* AC power plug and AC charger to charge batteries.
- \* At least an 18” LED high visibility speed display capable of folding down during transport.
- \* High / Low speed display blanking capabilities.
- \* Violator Alert: Flashing Speed.
- \* Full set of MUTCD compliant speed display signs to include 15 mph, 20 mph, 25 mph, 30 mph, 35 mph, 40 mph, 45 mph, 50 mph, 55 mph, and 60 mph OR one MUTCD compliant speed sign capable of being changed to the desired speeds listed.
- \* Speed only displayed while target is in RADAR beam.
- \* Traffic Data Recording System with download capabilities (to be priced as an Option).

**OTHER DESIRED OPTIONS-** (Bidder to provide with bid response the specifications for options offered)

- \* Solar panel charging system to charge batteries.
- \* Alarm System
- \* Trailer Cover
- \* Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times.
- \* Aluminum Wheels
- \* Larger than standard base cabinet option with larger dimensions.

**BID CLARIFICATION-** Any questions or clarifications concerning bid documents should be addressed in writing to Elizabeth Sanders, CPPB, Senior Buyer, 613 E. Ash St, Room 111, Columbia, MO 65201 or by faxing to (573) 886-4390 or e-mail: [lsanders@boonecountymmo.org](mailto:lsanders@boonecountymmo.org) .

**Delivery Terms:** FOB- Destination, Boone County Sheriff Department, Columbia, Mo 65202.



**3. Response Presentation and Review**

**RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. 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.

**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.

**Submittal Package** – Submit to the Boone County Purchasing Department, 613 East Ash St, Columbia, Missouri 65201, three (3) complete copies of your Bid Response in a single sealed envelope, clearly marked on the outside with your company name and return address, and the Bid Number and Due Date and Time.

**Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com).

**BID OPENING** – On the date and time and at the location specified on the title page under "Bid Opening", all Bid Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review 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.

**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.

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

**Rejection or Correction of Responses** – The County reserves the right to reject any or all Bid Responses. Minor irregularities or informalities in any Bid Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

**EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Bid Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

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

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

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

4. **Response Form** – Submit three (3) copies of your Bid Response in a single sealed envelope, clearly marked on the outside left corner with your company name and return address, and the Bid Number and Due Date and Time.

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

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

City/Zip: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

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

Federal Tax I.D. \_\_\_\_\_

Corporation

Partnership – Name \_\_\_\_\_

Individual/Proprietorship – Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**PRICING –**

Item #	Description	Unit Price	Quantity	Extended Price
1	Two-wheel RADAR/Speed Display Trailer, meeting bid specifications and with all equipment features listed in the bid requirements. <i>(Provide documentation of manufacture/assembly in USA with bid)</i> Manufacturer: _____ Model: _____	\$ _____	1	\$ _____
2	<b>TRAILER OPTIONS to price-</b>			
A	Spare Tire with mount included-	\$ _____	1	\$ _____
B	Wheel Lock	\$ _____	1	\$ _____
3	<b>RADAR / SPEED DISPLAY Component OPTION to price-</b>			
A	Traffic Data Recording System with download capabilities. Mfr/Model: _____	\$ _____	1	\$ _____

Item #	Description	Unit Price	Quantity	Extended Price
4	<b>OTHER OPTIONS</b> to price-			
A	Solar Panel charging system to charge batteries- Mfr/Model:	\$ _____ _____	1	\$ _____
B	Alarm System. Mfr/Model:	\$ _____ _____ _____	1	\$ _____
C	Trailer Cover	\$ _____	1	\$ _____
D	Additional (2 or 3) 12 Volt DC Deep Cycle batteries (or equivalent) for extended run times. Mfr/Brand:	\$ _____/EA _____ _____	3	\$ _____
E	Aluminum Wheels	\$ _____/Set of Two	Set	\$ _____
F	Larger than standard base cabinet with larger dimensions (provide specifics for this option if quoted)	\$ _____ added cost to Trailer quoted in Item 1.	1	\$ _____

**SHIPPING AND HANDLING COSTS** for delivery of all equipment quoted, FOB Destination, Sheriff Department, Columbia, MO 65202: \$ \_\_\_\_\_

**DELIVERY ARO** (after receipt of Order): \_\_\_\_\_ DAYS

**WARRANTY**- Is detailed manufacturer's warranty included with this bid response? \_\_\_\_\_

Will undersigned bidder honor submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, MO? YES \_\_\_\_\_ NO \_\_\_\_\_

If so, how long will prices for items quoted herein be honored? \_\_\_\_\_

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:

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



***“No Bid” Response Form***

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

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

---

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 12-06MAR15 – RADAR / Speed Display Trailer**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

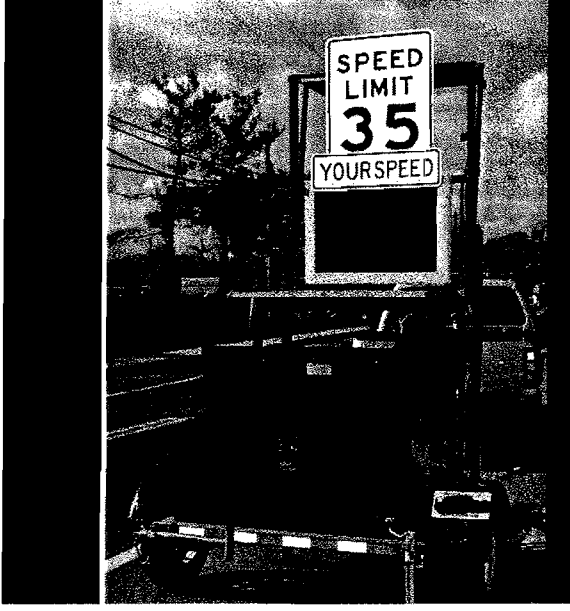
Date: \_\_\_\_\_

Reason(s) for not bidding:

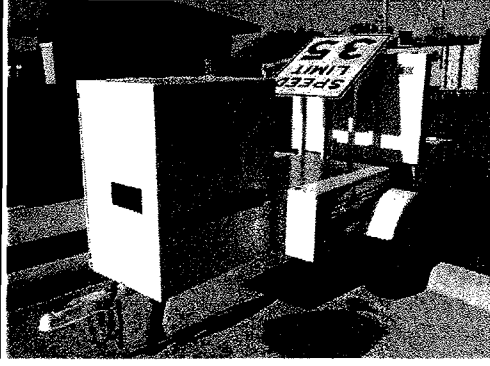
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Please complete and return with Bid)**

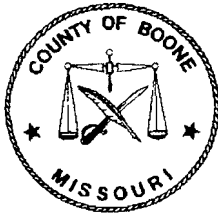
EXAMPLES- SEE PRIMARY SPECIFICATIONS FOR DETAILS



#1



#2



**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.



**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

[View assistance for Search Results](#)

# Search Results

Your search 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	<b>MONITOR SYSTEMS</b>		<a href="#">View Details</a>
<b>DUNS:</b> 155579886	<b>Address:</b> 10737 COLEWOOD LN <b>City:</b> DALLAS	<b>Status:</b> Active	
<b>CAGE Code:</b> 4U9A8	<b>State:</b> TX <b>ZIP Code:</b> 75243-5207	<b>Has Active Exclusion?:</b> No	
<b>DoDAAC:</b>	<b>Country:</b> UNITED STATES	<b>Delinquent Federal Debt?:</b> No	
		<b>Expiration Date:</b> 12/08/2015	
		<b>Purpose of Registration:</b> All	
		<b>Awards</b>	

## 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.27.20150327-1711

**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

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

# Entity Dashboard

[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](#)

MONITOR SYSTEMS

DUNS: 155579886 CAGE Code: 4U9A3

Status: Active

10737 COLEWOOD LN

DALLAS, TX, 75243-5207 ,

UNITED STATES

Expiration Date: 12/08/2015

Purpose of Registration: All Awards

## Entity Overview

### Entity Information

**Name:** MONITOR SYSTEMS  
**Business Type:** Business or Organization  
**POC Name:** Ken Elder  
**Registration Status:** Active  
**Activation Date:** 12/08/2014  
**Expiration Date:** 12/08/2015

### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.27.20150327-1711

WWW2

**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.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid 16-16APR15 for Onyx Surface Seal Pavement Preservation-2015 to Musselman & Hall Contractors, LLC of Kansas City, Missouri.

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

Done this 26th day of May, 2015.

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



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Elizabeth Sanders, Senior Buyer  
DATE: May 19, 2015  
RE: 16-16APR15 – Onyx Surface Seal Pavement Preservation - 2015

RFB 16-16APR15 for Onyx Surface Seal Pavement Preservation opened on April 16, 2015 with three bids received. Resource Management recommends award by low bid to Musselman & Hall Contractors, LLC of Kansas City, Missouri.

Contract amount is **Two Hundred Thousand, Three Hundred Thirteen Dollars and Eighteen Cents (\$200,313.18)**.

\$224,528.00 was budgeted for this contract and invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs.

Attached is the bid tabulation for your information.

cc: Daniel Haid, Resource Management  
Derin Campbell, Resource Management  
Bid File

ATT: Bid tabulation

RFB 16-16APR15 - Onyx Surface Seal Pavement Preservation- 2015

Bid Opening: April 16, 2015 at 1:30 pm

BID TABULATION				ENGINEER'S ESTIMATE		Musselman & Hall Contractors, LLC		Innovative Roadway Solutions	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.8.1.	Onyx Surface Seal Treatment	186,274	SY	\$1.20	\$223,528.80	\$1.07	\$199,313.18	\$1.09	\$202,852.38
4.8.2.	Temporary Centerline Markers (Spaced 40' o/c)	1,000	EA	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
<b>BID TOTAL:</b>					\$224,528.80		\$200,313.18		\$203,852.38

OPTIONAL PRICING - for Cooperative Purchasing				Musselman & Hall Contractors, LLC	Innovative Roadway Solutions
Item	Description	Qty	Unit	Unit Price	Unit Price
4.9.1.A.	Fog Seal treatments of roads using ONYX Surface Seal- Traffic Control NOT included for price	25,000 to 50,000	SY	\$1.24	1.169
4.9.1.B.	Fog Seal treatments of roads using ONYX Surface Seal- Traffic Control NOT included for price	Over 50,000	SY	\$1.11	1.119
Addendum #2-4.9.1.C.	Traffic Control for Onyx Surface Seal treatments		SY	Included	0.12

4.9.2.	Minimum quantity of material required per mobilization:	Prices based on singular mobilization	None
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4.9.3.	Number of days notice required between assignment and start of work:	30 days	30 days
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RFB 16-16APR15 - Onyx Surface Seal Pavement Preservation- 2015

Bid Opening: April 16, 2015 at 1:30 pm

BID TABULATION				ENGINEER'S ESTIMATE		Vance Brothers	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
4.8.1.	Onyx Surface Seal Treatment	186,274	SY	\$1.20	\$223,528.80	\$1.80	\$335,293.20
4.8.2.	Temporary Centerline Markers (Spaced 40' o/c)	1,000	EA	\$1.00	\$1,000.00	\$5.00	\$5,000.00
<b>BID TOTAL:</b>					<b>\$224,528.80</b>		<b>\$340,293.20</b>

OPTIONAL PRICING - for Cooperative Purchasing				Vance Brothers
Item	Description	Qty	Unit	Unit Price
4.9.1.A.	Fog Seal treatments of roads using ONYX Surface Seal- Traffic Control NOT included for price	25,000 to 50,000	SY	\$1.80
4.9.1.B.	Fog Seal treatments of roads using ONYX Surface Seal- Traffic Control NOT included for price	Over 50,000	SY	\$1.80
Addendum #2- 4.9.1.C.	Traffic Control for Onyx Surface Seal treatments		SY	0.10

4.9.2.	Minimum quantity of material required per mobilization:	10,000 SY per mobilization
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4.9.3.	Number of days notice required between assignment and start of work:	30 days
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May 4 2015

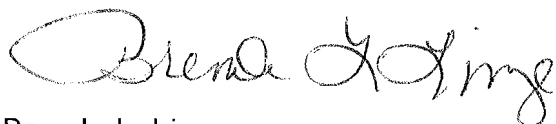
County of Boone, Boone County Purchasing  
613 E. Ash Room 111  
Columbia MO 65201

**RE: MUSSELMAN & HALL CONTRACTORS, LLC**  
**BOND NO: 106230373**  
**PROJECT: 16-16APR15 Onyx Surface Seal Pavement**  
**Preservation 2015 Boone County MO**  
**CONTRACT PRICE: \$200,313.18**

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

Sincerely,

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**



Brenda L. Linze  
Attorney in Fact

cc: Travelers Casualty & Surety Company of America  
One Tower Square  
Hartford, CT 06183





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106230373

Principal: Musselman & Hall Contractors, LLC

OR

Project Description: Project 16-16APR15 Onyx Surface Seal
Pavement Preservation for 2015 Boone
County MO

Obligee: County of Boone Boone County Purchasing

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brenda L. Linze of the City of Kansas City, State of MO, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Handwritten signature of Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

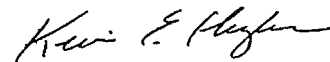
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2015



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Musselman & Hall Contractors, LLC**, (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 16-16APR15  
ONYX SURFACE SEAL PAVEMENT PRESERVATION 2015  
BOONE COUNTY, MISSOURI**

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

	<b>Boone County</b>		
	<b>quantities</b>	<b>Unit Price</b>	<b>Extended Price</b>
4.8.1. Onyx Surface Seal Treatment	186,274 SY	\$1.07	\$199,313.18
4.8.2. Temporary Centerline Markers	1,000 EA	\$1.00	<u>\$ 1,000.00</u>
<b>TOTAL</b>			<b>\$200,313.18</b>

The contract award for Boone County's Chip Seal Pavement Preservation for 2015 is to **be in the amount of \$200,313.18.**

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

- Introduction and General Conditions Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Project List and Location Map
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Debarment Certificate
- Instructions for Compliance with House Bill 1549
- Work Authorization Certification
- Certification of Individual Bidder
- Affidavit for Certification of Individual Bidder
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgement
- Prevailing Wage Order 21
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law

Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.

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

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount: **\$200,313.18.**

**Two Hundred Thousand, Three Hundred Thirteen Dollars and Eighteen Cents (\$200,313.18),**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-26-15  
at Columbia, Missouri. (Date)

CONTRACTOR:

**MUSSELMAN & HALL CONTRACTORS, LLC.**

**OWNER, BOONE COUNTY, MISSOURI**

By: [Signature]  
Authorized Representative Signature

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

By: Dexter Phillips  
Authorized Representative Printed Name  
Title: Exec V.P.

Approved as to Legal Form:  
[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:  
[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] Signature      5/19/15 Date      2041 / 71202 - \$200,313.18 Appropriation Account



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/4/2015

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

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

<b>PRODUCER</b> Thomas McGee, L.C. 920 Main Street Suite 1700 P.O. Box 419013 Kansas City MO 64105	<b>CONTACT NAME:</b> Garrett Beichley <b>PHONE (A/C, No, Ext):</b> 816-842-4800 <b>FAX (A/C, No):</b> 816-472-5018 <b>E-MAIL ADDRESS:</b> gbeichley@thomasmcgee.com														
<b>INSURED</b> MUSSE-3 Musselman & Hall Contractors, LLC 4922 East Blue Banks Kansas City MO 64130-2391	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Zurich American Ins Co*</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B:</b> Navigators Insurance Co*</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Zurich American Ins Co*	16535	<b>INSURER B:</b> Navigators Insurance Co*		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**                      **CERTIFICATE NUMBER: 1654113407**                      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 50 Ft of RR <input checked="" type="checkbox"/> Excl Deleted GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		GLO581808501 XCU/Blkt Contractual Independent Contract	11/1/2014 11/1/2014 11/1/2014	11/1/2015 11/1/2015 11/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAP581808601	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y		SE14EXC715973IV	10/1/2014	11/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC581806801	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: # RFB 16-16APR5 - Onyx Surface Seal Pavement Preservation - 2015.  
 Boone County Commission is included as Additional Insured on all policies except Workers Compensation, when required by written contract.

<b>CERTIFICATE HOLDER</b>  Boone County Commission 613 E. Ash, Rm. 111 Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**1. Introduction and General Conditions of Bidding**

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

1.2.1. "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.

**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.

1.2.2. **Bidder / Contractor / Supplier / "Party of the Second Part"** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

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

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

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

*Supplier* - All business(s) entities which may provide the subject goods and/or services.

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

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

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

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

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

1.2.3. **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. A "Request for Bid" is used when the need is well defined. A "Request for Bid" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

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

1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Elizabeth Sanders, Senior Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri



65201. Telephone (573) 886-4393 Fax (573) 886-4390 E-mail: [lsanders@boonecountymo.org](mailto:lsanders@boonecountymo.org) .

- 1.3.1. **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.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **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. The 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.
- 1.5. **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.
  - 1.5.1. **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.
- 1.6. **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.
- 1.7. **PAYMENTS:** 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.
- 1.8. The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.
- 1.9. 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.
- 1.10. 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.
- 1.11. 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.

- 1.12. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum bid of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 1.13. **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.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **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.
- 1.16. **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."
- 1.17. **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.
- 1.18. **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.
- 1.19. **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.
- 1.20. **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.

- 1.21. **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.
- 1.22. **SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 1.23. **WARRANTY AND GUARANTEE** - Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 1.23.1. **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).
- 1.23.2. **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.

- 1.24. **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.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **Fog Seal treatments on the roads listed herein using ONYX Surface Seal.**
- 2.1.1. **Designee:** Boone County Resource Management, 801 E. Walnut, Columbia, MO 65201
- 2.2. **PRE-BID CONFERENCE** - An **optional** pre-bid conference has been scheduled for **April 7, 2015 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on April 10, 2015. Technical questions should be directed to the Project Manager.**
- 2.4. **CONTRACT TIME:**  
**Boone County - 15 Working Days**
- 2.5. **LIQUIDATED DAMAGES** - \$500 Per Working Day
- 2.6. **ANTICIPATED NOTICE TO PROCEED DATE** - On or about July 1, 2015. The Contractor acknowledges that this is an estimated date and is subject to change. The actual Notice To Proceed date is generally established at the Pre-Construction Meeting.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.
- 2.10. Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.
- 2.11. Bids must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.
- 2.12. **REFERENCE DOCUMENT DEFINITIONS** - Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:
- 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
- 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
- 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.
- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

- 2.14. **INSTRUCTIONS TO BIDDERS:** The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.
- 2.14.1. All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to 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.
- 2.14.2. Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.
- 2.14.3. **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.**
- 2.14.4. 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.
- 2.14.5. 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.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. 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.
- 2.14.8. Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.
- 2.14.9. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.
- 2.14.10. Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**
- 2.14.11. If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in Section 2.3. of the bid document. 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.

- 2.14.12. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.
- 2.14.13. The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

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

- 2.15. **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.
- 2.15.1. **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.
- 2.15.2. **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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per

occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.15.4. **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.
- 2.15.5. **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.
- 2.15.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

- 2.16. **GENERAL SPECIFICATIONS - GENERAL SPECIAL PROVISIONS:** Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

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

- 2.16.1. **SECTION 1. - DEFINITIONS**

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



- A. **Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

2.17. **BID REQUIREMENTS AND CONDITIONS**

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

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

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

- 2.17.3. **Delivery of Bids.** Each bid shall be submitted in a sealed envelope marked clearly to indicate its contents. All bids shall be filed prior to the time and at the location specified in the Notice To Bidders. Bids received after the time for opening of bids will be returned to the bidder unopened.

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

2.19. **CONTROL OF WORK**

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

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

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

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

2.20. **CONTROL OF MATERIAL**

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

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

2.21. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

2.22. **PROSECUTION AND PROGRESS**

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

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

2.23. **MEASUREMENT AND PAYMENT**

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

2.23.2. No payment will be made on account of materials not yet incorporated into the work.

2.23.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

a.) Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.

b.) Failure to properly submit certified copies of labor payrolls required under Section 10.

- c.) Defective work not remedied.
  - d.) Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
  - e.) A reasonable doubt that the contract can be completed for the balance then unpaid.
  - f.) Damage to another Contractor.
- 2.23.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.
- 2.23.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.
- 2.23.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.
- 2.23.8. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.
- 2.23.9. **Release of Retained Percentages:**
- 2.23.9.1. Prior to any release of retained percentage the Contractor shall file with the County the following:
- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
  - b. Written consent of the surety to such payment;
  - c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
  - d. Any other documents which may be required by the contract or the Engineer.
- 2.23.9.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.
- 2.23.9.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.
- 2.24. **MATERIAL AND WORKMANSHIP** – All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.
- 2.25. **STATE WAGE RATE REQUIREMENTS**
- 2.25.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at

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.

- 2.28. **OVERHEAD LINE PROTECTION** - The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

- 2.29. **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.

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

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

all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

- 2.25.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- 2.25.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.
- 2.25.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:
  - a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
  - b. Check the payroll for correct employee classification.
  - c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
  - d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
  - e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
  - f. All checking by the County will be made in red pencil and initialed by the checker.
  - g. Final payroll will be marked "Final" or "Last Payroll."
  - h. A record of all payrolls will be maintained by the County.
- 2.25.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:
  - a. In the Owner's office:
    1. Missouri Equal Employment Opportunity Notice.
    2. PR-1022, Title 18, Section 1020, Notice on False Statements.
  - b. On the Project:
    1. State Wage Rates Notice.
    2. PR-1022, Title 18, Section 1020, Notice on False Statements.
    3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
    4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
    5. Notice requesting referral of minorities by present employees.
- 2.25.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.
- 2.26. **SPECIFICATIONS AND PLANS** - The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
- 2.27. **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

- 2.32. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

**SPECIAL PROVISIONS**

**2.33. PART 1 – GENERAL - Surface Seal, Onyx**

2.33.1. **PROJECT DESCRIPTION**

This item shall consist of furnishing all material, equipment, labor, and necessary items for the placement of a Surface Seal treatment on asphalt or chip seal surfaced streets as specified in these plans/specifications using Onyx Surface Seal meeting the design requirements of Invia Pavement Technologies.

2.33.2. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. Bid items will be paid for by the planned quantity. Any discrepancy between planned quantities and installed quantities shall be justified by the concerned party.
- B. All other work required by this contract, but not appearing as a bid item will be incidental to the bid items.

2.33.3. **QUALITY CONTROL**

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

**2.34. PART 2 – PRODUCTS**

2.34.1. **MATERIALS**

- A. Onyx Surface Seal meeting the requirements of Invia Pavement Technologies.
- B. Application rate shall be 0.10 gal/sy per pass. Two passes shall be performed for a minimum coverage of 0.20 gal/sy.

**2.35. PART 3 – EXECUTION**

- 2.35.1. **INSTALLATION** – All installation shall be in accordance with the manufacturer's recommendations. Any conflicts with the requirements listed below shall be brought to the attention of Boone County for approval prior to beginning treatment.

2.35.1.1. **A. Equipment**

- 1. **Mixing Equipment.** The mixture shall be mixed through a central mixing plant. Aggregate, asphalt emulsion, water and additives shall be proportioned by volume or weight (mass) utilizing the mix design approved by the Engineer. The tank shall be equipped with a full sweep agitator capable of producing a homogeneous mastic surface treatment mix.
  - a. Individual volume or weight (mass) controls for proportioning each item to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. Each device shall be accessible for ready calibration and placed such that the engineer may determine the amount of each material used at the time.
- 2. **Mobile Distribution Unit (MDU).** The MDU shall be fully self-contained and shall have a storage tank with full sweep agitation, hydraulic system, operator controls, pumping system, material filters and spray bar capable of applying a full lane width. The equipment shall have sufficient available power to operate the full spray system and the agitation system at the same time.
  - a. As material is delivered to the job site and applied, the proportion of the mixture shall be maintained as it was manufactured per the mix design.
  - b. The storage tank shall have an internal full sweep mixing system. The tank shall have sufficient mixing capability to assure proper suspension of fine aggregates in the surfacing mix.

- c. The MDU shall be equipped with a system allowing the measurement and calculation of application rates.
- d. The pumps shall provide operation resulting in high volume and low potential for cavitation. The pumps shall be engineered to allow the system to handle fine aggregate filled materials.
- e. The applicator spray bar shall be sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all spray tips. Attachments such as a spray shield and wind deflector shall be available.

2.35.1.2. B. Surface Preparation

- 1. Contractor shall remove all loose debris from road using a power broom or road sweeper immediately (same day) prior to treatment. Sweepings shall be disposed of off-site in curb/gutter areas or in any area where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards. Any additional cleaning of road to achieve proper performance of treatment shall be done at contractor's expense.
- 2. Some or all of the roads being treated by this contract may have been recently chip sealed. Although these roads should have been swept as part of the chip seal operations, significant amounts of loose aggregate may be present.

2.35.1.3. C. Construction

1. Notification

- a. A notification letter will be provided to residents in areas where Boone County sees fit in order to minimize disruption to residents.
  - 1. Notifications will be by mailed or hand delivered letter and will include Contractor provided project start date, and a phone number of the Contractor's of which residents may call inquiring of project scheduling and logistics.
  - 2. Boone County will provide initial notification. However, if project is delayed for any reason (including weather) by 2 days or more, the Contractor shall be responsible for updated notification of residents in similar manner as initial notification.
- b. Contractor shall notify Boone County no less than 4 days prior to need for vehicles to be removed from treatment area.
  - 1. Boone County is required to provide 72 hours posted notification before vehicles or other obstruction are able to be removed due to obstructions in roadway.

2. Traffic Control

- a. Contractor will be responsible for providing and executing traffic control during treatment and until treatment has cured.
- b. Contractor shall submit the traffic control plan to Boone County at the Pre-Construction Meeting. Plan can be graphical or in text, but should be sufficient for notification of affected property owners/residents/motorists.
- c. All roads shall remain open in one direction of traffic at all times, except that the Contractor may temporarily limit all access to the road while actual application is occurring to protect passing vehicles from overspray.
- d. All driveways inaccessible to traffic due to lane closure shall have cones placed in driveway to discourage crossing into uncured treatment areas.
- e. Treated areas shall be opened to traffic as soon as possible after treatment.
- f. Applying sand to treated surfaces may be done at Contractor's expense to

accommodate traffic prior to cure. Sand shall be swept and disposed of at Contractor's expense following curing of treatment.

3. Protection and Repairs
  - a. Contractor shall take all steps necessary to protect adjacent improvements (including curb & gutter and utility accesses) from fog seal overspray and tracking. Surface seal oil shall be removed from unintended areas before drying.
  - b. Contractor will be held responsible for correcting any damages that occur to vehicles, adjacent structures, improvements, etc. due to contractor error or weather conditions.
  - c. In order to produce clean starting/ending points, it is recommended that the Contractor apply the treatment toward the area being treated. If it is necessary for the Contractor to apply the treatment from the area being treated, toward the ending point, paper or similar masking material shall be placed at the end point to prevent dribbling of sealant on to untreated areas. Any such dribbles that are not masked shall be cleaned up immediately by Contractor.
4. Workmanship
  - a. Along with following manufacturer's requirements, the Contractor will take steps to assure the treatment is performed in a manner that produces a final product that is evenly applied, neat along all edges (including edge lines and beginning/end), free of surface patterns such as lean or heavy lines, covers all areas of the road including mailbox and driveway aprons, and has no bleeding or flushing areas.
  - b. Squeegee and/or wand application methods may be used where it is difficult to maneuver the distributor truck, but this should be kept to a minimum in order to maintain even intentional application rates.
  - c. The mixture shall be uniform and homogeneous after applying on the existing surface and shall not show separation of the emulsion and aggregate after setting
5. Skid Resistance
  - a. The product and the treatment should be such that skid resistance is not reduced. The contractor may take additional steps such as applying sand to the treatment to meet this requirement. The contractor shall notify Boone County of additional steps taken prior to installation. Sand shall be swept and disposed of at contractor's expense following curing of treatment.
6. Weather Limitations
  - a. Place the fog seal when pavement is 60°F and rising.
  - b. Do not apply when there is a chance of temperatures below 32°F within 24 hours after placement, or as directed by the engineer.
  - c. Do not apply during rainy or damp weather, or when rain is anticipated within 8 hours after application is completed.
  - d. Do not apply on extremely windy days.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". 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. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 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 reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve 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** - We reserve 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** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: ONYX SURFACE SEAL PAVEMENT PRESERVATION for 2015**

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

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

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

**SECTION I**

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

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

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

**SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

**4. Response Form**

4.1. Company Name: Musselman & Hall Contractors, LLC  
 4.2. Address: 4922 East Bluebriars  
 4.3. City/Zip: Kansas City, MO 64150  
 4.4. Phone Number: 816-861-1234 4.5. Fax Number: 816-861-1237

4.6. Federal Tax ID: 431753196

4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. Prompt Payment Terms: Net 30

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

**4.8. PRICING**

Description	Unit	Qty.	Unit Price	Total
4.8.1. Onyx Surface Seal Treatment	SY	186,274	\$ 1.07	\$ 199,313.18
4.8.2. Temporary Centerline Markers (Spaced 40' o/c)	EA	1,000	\$ 1.00	\$ 1000.00
<b>Bid Total</b>				<b>\$ 200,313.18</b>

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

4.9. Will you honor the submitted prices below for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YES  NO   
 (If you answered YES, please quote on Section 4.9.1. below-)

**4.9.1. COOPERATIVE PRICING** – This section is provided for cooperative purchasing purposes- if City of Columbia or other entities participating in cooperative purchasing with Boone County wish to use this contract, those entities will use quoted pricing as listed below. Each entity electing to use this contract will enter into separate contractual agreement(s) with successful bidder, and will be exclusively between that entity and successful bidder.

Description	Qty	Unit	Unit Price
4.9.1.A. Fog Seal treatments of roads using ONYX Surface Seal-	25,000 to 50,000	SY	\$ 1.24
4.9.1.B. Fog Seal treatments of roads using ONYX Surface Seal-	Over 50,000	SY	\$ 1.11

4.9.2. Will bidder require a minimum quantity of material to be performed per mobilization request? Yes  
 If so, please describe: Current prices based upon singular mobilization

4.9.3. Quote number of days notice bidder requires between assignment of work and start of work: 30 DAYS

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
<u>April 1, 2015</u>	<u>Addendum #1</u>
_____	_____
_____	_____

4.10.1. List all Sub-Contractors planned to be utilized on this project: \_\_\_\_\_  
Contractor's Sweeping  
\_\_\_\_\_  
\_\_\_\_\_

4.10.2. Authorized Representative (Sign By Hand):  
M. E. Morris

4.10.3. Type or Print Signed Name:  
Michael E Morris

4.10.4. Date of Signature: 4-13-15

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
<i>see attached</i>					

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$34.41, Fringes - \$21.29

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

# Time and Material Rate Sheet

## WAGES

Description	Rate
LABORER-STRAIGHT	\$ 51.49
LABORER-OVERTIME	\$ 69.68
LABORER-DOUBLE	\$ 87.88
SKILLED LABORER-STRAIGHT	\$ 53.06
SKILLED LABORER-OVERTIME	\$ 72.04
SKILLED LABORER-DOUBLE	\$ 91.02
TRUCK DRIVER-STRAIGHT	\$ 53.73
TRUCK DRIVER-OVERTIME	\$ 73.28
TRUCK DRIVER-DOUBLE	\$ 92.83
OPERATOR-STRAIGHT	\$ 60.70
OPERATOR-OVERTIME	\$ 83.12
OPERATOR-DOUBLE	\$ 105.55
CEMENT MASON-STRAIGHT	\$ 54.98
CEMENT MASON-OVERTIME	\$ 71.41
CEMENT MASON DOUBLE	\$ 87.85
CEMENT MASON/BLDG-STRAIGHT	\$ 60.39
CEMENT MASON/BLDG-OVERTIME	\$ 80.55
CEMENT MASON/BLDG-DOUBLE	\$ 100.70
CARPENTER-STRAIGHT	\$ 62.01
CARPENTER-OVERTIME	\$ 85.38
CARPENTER-DOUBLE	\$ 108.76
FOREMAN/GEN FRMN-STRAIGHT	\$ 63.04
FOREMAN/GEN FRMN-OVERTIME	\$ 85.68
FOREMAN/GEN FRMN-DOUBLE	\$ 108.32
SUPERINTENDENT	\$ 67.91



BOONE COUNTY, MISSOURI  
Request for Bid #: 16-16APR15 – *Onyx Surface Seal Pavement Preservation for 2015*

**ADDENDUM #1** - Issued April 1, 2015

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

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

1. **PRE-BID CONFERENCE** location is hereby changed to Boone County Annex Conference Room, 613 East Ash Street, Columbia, MO 65201. Date and time for this pre-bid meeting is still April 7<sup>th</sup> at 10:00 a.m.

By:

Elizabeth Sanders, CPPB  
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #1** to **Request for Bid# 16-16APR15-** Onyx Surface Seal Pavement Preservation for 2015, receipt of which is hereby acknowledged:

Company Name:

Musselman and Hall Contractors LLC

Address:

4922 Bluebanks Blvd. Kansas City, MO 64130

Phone Number: 816 861 1234

Fax Number: 816 861 1237

E-mail: mmorris@mandh.net

Authorized Representative Signature: Michael E. Morris

Date: 4-13-15

Authorized Representative Printed Name: Michael E. Morris



**Liz Sanders - Bid Proposal - 2015 Onyx Surface Seal**

---

**From:** Timothy Moulis <tmoulis@mandh.net>  
**To:** <lsanders@boonecountymmo.org>  
**Date:** 4/16/2015 2:51 PM  
**Subject:** Bid Proposal - 2015 Onyx Surface Seal

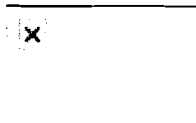
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Elizabeth,

This is to confirm that our proposal for the above project does include the traffic control as specified.

Please call or email if you have any further questions.

**Tim Moulis**  
Asphalt Division Manager



4922 E Blue Banks Ave  
Kansas City, MO 64130  
Office 816-861-1234  
Cell 816-215-7721

# **PROJECT LIST**

## **& MAP**

## 2015 Pavement Preservation Onyx Surface Seal Projects

Revised: 3-5-15

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Akeman Bridge 2	Hwy VV to Wade School Rd	2,488	6,094
2	Colchester Rd	Entire Length	1,962	5,607
3	Trobridge Rd	Entire Length	2,402	6,588
4	Wade School	Akeman Bridge Rd to Mauler Rd	5,552	11,718
5	Cuningham Dr	Bon-Gor Lake Estates	405	809
6	Moberly Dr	Bon-Gor Lake Estates	2,619	7,565
7	Timothy Ct	Bon-Gor Lake Estates	313	1,227
8	Bon Gor Ct	Bon-Gor Lake Estates	234	852
9	Michael Ct	Bon-Gor Lake Estates	210	1,097
10	Mauler Rd	Creasy Springs Rd to ~1000' E of Hwy VV	6,794	17,996
11	Creasy Springs Rd	Sunnyridge Ln to Mauler Rd	16,292	44,756
12	Roemer Rd	Obermiller Rd to Creasy Springs Rd	7,529	17,550
13	Brown School Rd	Creasy Springs Rd to Clearview Rd	3,735	9,489
14	Gibbs Rd	I-70 Dr NW to Maintenance Ends	5,356	11,878
15	Molly Ln	Lakeland Acres Sub (asphalt portion)	1,431	3,414
16	Lakeland Dr	Lakeland Acres Sub	2,579	6,501
17	Sarah Ann Dr	Lakeland Acres Sub	368	751
18	Linda Ln	Lakeland Acres Sub	1,219	3,163
19	Gretchen Dr	Lakeland Acres Sub	452	874
20	Player Pl	Fairway Meadows Sub	386	1,226
21	Waldo Ct	Fairway Meadows Sub	248	986
22	Palmer Pl	Fairway Meadows Sub	265	1,033
23	Sarazen Ct	Fairway Meadows Sub	219	944
24	Hogan Dr	Fairway Meadows Sub	881	2,600
25	Snead Dr	Fairway Meadows Sub	891	2,665
26	Lema Ln	Fairway Meadows Sub	843	2,742
27	Sarazen Dr	Fairway Meadows Sub	1,394	4,380
28	Sanders Ct	Fairway Meadows Sub	369	1,411
29	Demaret Dr	Fairway Meadows Sub	2,961	10,357
<b>Total</b>			<b>70,397</b>	<b>186,274</b>

13.3 miles

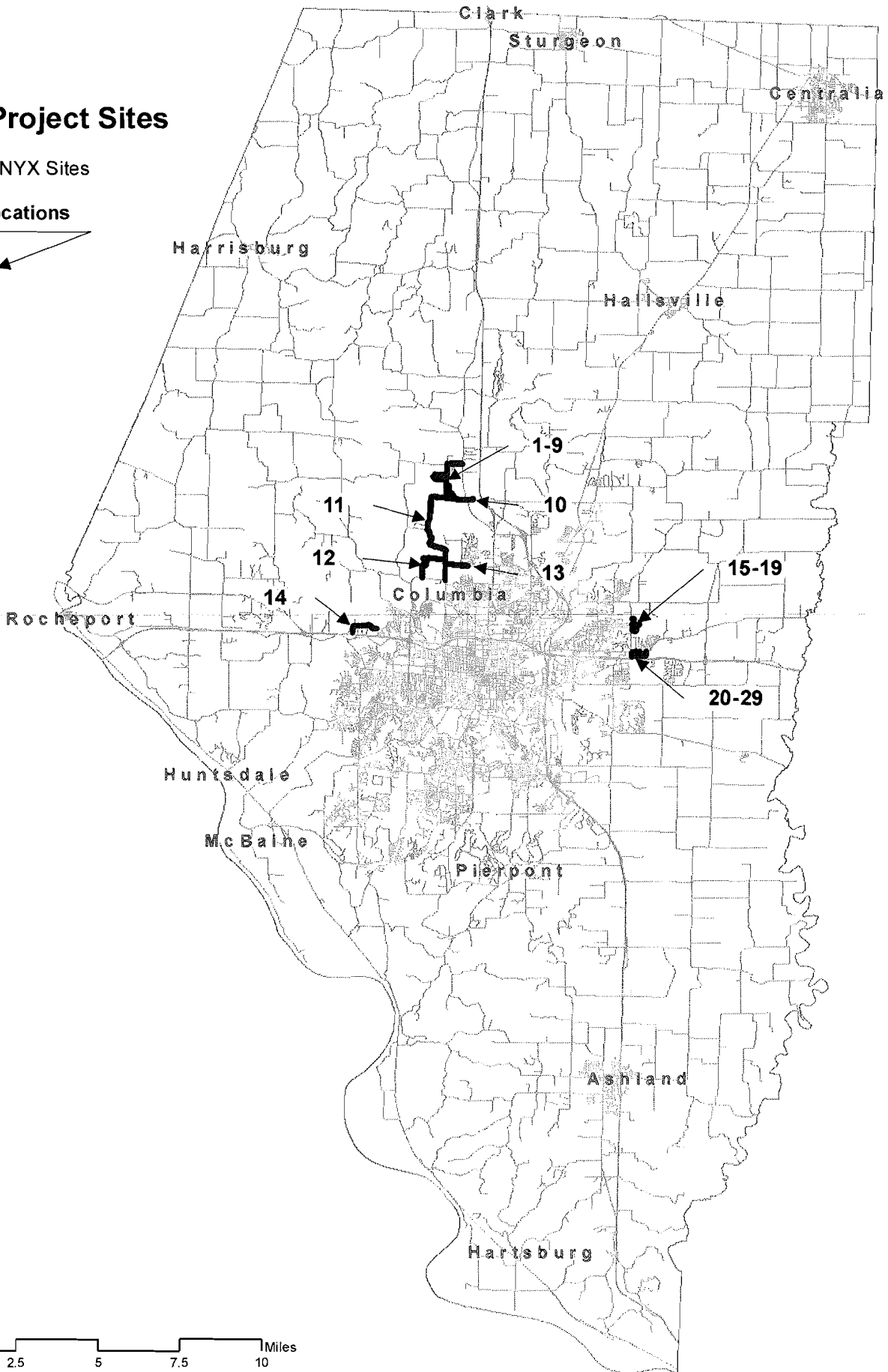
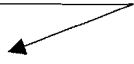


# Boone County 2015 ONYX Fog Seal

## 2015 Project Sites

 ONYX Sites

Site # Locations



**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 101 yrs. If not under present firm name, list previous firm names and types of organizations.

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>see attached</u>			

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

3. General type of work performed:

Construction industrial asphalt, concrete, railroad

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefore:

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

5. List references:

see attached

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

Dated at KANSAS CITY MO

this 13<sup>th</sup> day of April, 2015.

Musselman and Hall Contractors LLC By [Signature]  
Name of Organization(s) (Signature)

President  
(Title of Person Signing)

**Projects Active & Completed**

Description	Contract Amt	Start	Completed	Address	City	State	Contact Company	Name	Phone
METRO LINK	502,438.14	10/1/2012		VARIOUS LOCATIONS	KANSAS CITY	MO	METRO LINK	DAVID RAMSAY	(314)982-1400
FT RILEY WATER FEATURE	356,352.05	10/1/2012		650T HUEBNER ROAD	FORT RILEY	KS	VALLEYCREST	TIM HEARLIHY	(303)841-8400
NKC 2013	567,704.50	11/26/2012		VARIOUS LOCATIONS	NORTH KANSAS CI	MO	CITY OF NKC	PAT HAWVERS	(816)274-6004
EXXONMOBIL	2,230,509.73	1/21/2013		1400 SOUTH HARRISON	OLATHE	KS	EXXONMOBIL	BEN CHAUVIN	(913)791-2018
MUSEUM OF PRAIRIE FIRE-SITE	356,650.00	3/28/2013		6240 W 135TH ST	OVERLAND PARK	KS	MCCOWN & GORDON	MICHAEL REARDON	(816)960-1111
PRAIRIEFIRE-CINETOPIA	1,126,438.00	5/24/2013		6240 W 135TH STREET	OVERLAND PARK	KS	MCCOWN GORDON	CODY SHOWALTER	(816)877-0641
PRAIRIEFIRE BLDG 23	235,140.00	8/12/2013		6240 W 135TH STREET	OVERLAND PARK	KS	MCCOWN GORDON	NATHAN NOE	(816)877-0670
SPRINT	178,274.28	10/1/2013		6391 SPRINT PARKWAY	OVERLAND PARK	KS	SPRINT	BRIAN HAYNE	(913)638-6459
UNION PACIFIC - KS	1,362,215.49	10/1/2013		VARIOUS LOCATIONS	KANSAS CITY	KS	UNION PACIFIC	DAN YAX	(816)399-1701
UNION PACIFIC - KCMO	818,187.89	10/1/2013		VARIOUS LOCATIONS	KANSAS CITY	MO	UNION PACIFIC	DAN YAX	(402)544-4889
METRO LINK	708,137.84	5/16/2014		700 SOUTH EWING	ST LOUIS	MO	METRO	DAVID RAMSAY	(314)982-1400
FT RILEY HOSPITAL - EMERY SAPP	350,686.23	10/11/2013		650T HUEBNER	FORT RILEY	KS	EMERY SAPP	HAL HANRAHAN	(816)221-3500
BAYER CROPSCIENCE	161,670.35	10/1/2013		8400 HAWTHORNE RD	KANSAS CITY	MO	BAYER	BRYON COLVIN	(866)283-6752
HALLMARK DOWNTOWN	329,292.38	10/7/2013		E 26TH ST & MCGEE TRFFCWY	KANSAS CITY	MO	HALLMARK CARDS	PAT COZAD	(816)274-4608
EXXONMOBIL TANK FARM	186,042.74	10/1/2013		1400 S HARRISON	OLATHE	KS	EXXONMOBIL	BEN CHAUVIN	(913)791-2018
GARDEN CITY SWITCH REPLACE	279,512.53	10/15/2013		708 N VFW RD	GARDEN CITY	KS	GARDEN CITY RW	MIKE HAINDS	(309)369-3766
HARLEY-DAVIDSON GRINDING	426,565.54	10/16/2013		11401 N CONGRESS AVE	KANSAS CITY	MO	HARLEY DAVIDSON	RICHARD PITMAN	(816)270-8009
UNION PACIFIC - NILES IL	543,910.51	10/11/2013			NILES	IL	UNION PACIFIC	BRIAN CHRISTIANSON	(618)407-4065
ICL PERFORMANCE	1,047,891.35	10/21/2013		440 N 9TH STREET	LAWRENCE	KS	ICL PERFORMANCE	TIM SCRIBNER	(785)749-8169
BLUE RAPIDS RAILWAY	385,972.83	10/1/2013		2127 HWY 77	BLUE RAPIDS	KS	BLUE RAPIDS RW	MIKE MINIHAN	(785)242-2241
SUPERIOR EAST LOOP TRACK	2,240,361.72	11/21/2013		2201 E 1ST STREET	SUPERIOR	NE	SUPERIOR EAST	NICK CLINEBELL	(402)694-2106
INGREDION RAILROAD	150,518.67	10/1/2013		1001 BEDFORD AVENUE	NORTH KANSAS CI	MO	INGREDION	GEORGE BISOGGIO	(816)260-2801
KC TERMINAL - KS	345,070.18	10/1/2013		VARIOUS LOCATIONS	KANSAS CITY	KS	KC TERMINAL	SHAWN LAUBY	(913)551-2127
WATCO - KCMO	288,000.00	10/1/2013		1128 S MILL STREET	KANSAS CITY	MO	WATCO	MARK MCCLELLAN	(816)807-8687
IFG PARKING LOT REHAB	422,470.51	12/17/2013		15491 HANGER RD	KANSAS CITY	MO	KC SOUTHERN	MARK LINDENMEYER	(816)983-1000
KC SOUTHERN RAILWAY	387,468.64	10/11/2013		4747 FRONT STREET	KANSAS CITY	MO	KC SOUTHERN	BRIAN KLEINSORGE	(816)983-1333
WASH U THROOP DRIVE	269,677.00	1/13/2014		THROOP DRIVE & SNOW WAY	ST. LOUIS	MO	TARLTON GENERAL	CAMERON DENISON	(314)633-3335
MODOT 57 TRACK	3,316,772.00	3/1/2014			MARYLAND HEIGHT	MO	FRED WEBER	DAVID ROGERS	(314)344-0070
CERTAINTED JONESBURG	2,252,310.00	1/1/2014		100 CERTAINTED DRIVE	JONESBURG	MO	JONESBURG	N/A	
MOLY-COP FOUNDATIONS	785,370.50	2/7/2014		8116 WILSON RD	KANSAS CITY	MO	MOLY-COP	KERBY CLEVINGER	(816)231-9191
KIDDIE ACADEMY	159,156.04	3/4/2014		13133 MANCHESTER RD	ST LOUIS	MO	ARCO CONST	DYLAN REAM	(314)963-0715
LEGACY CHRISTIAN CHURCH	700,321.25	3/4/2014		10150 ANTIOCH ROAD	OVERLAND PARK	KS	LEGACY CHRISTIA	JAMIE SCHOOLS	(913)381-8005
KC SOUTHERN - MO	900,000.00	3/31/2014		326 S JEFFERSON ST	MEXICO	MO			
CERTAINTED STILL YARD	5,897,538.45	4/17/2014		100 CERTAINTED DRIVE	JONESBURG	MO	CERTAINTED	CHIDI IMALA	(610)341-7720
BLACK & VEATCH	150,462.00	4/29/2014		11401 LAMAR AVE	OVERLAND PARK	KS	JE DUNN	BRAD HOKANSON	(816)474-8600
P&G RESERVOIR & BLDG 22 DEMO	590,946.20	4/28/2014		2077 BAYARD AVE	KANSAS CITY	KS	BILFINGER	CHRIS STAINES	(913)573-0116
KCP&L - KCMO	308,621.11	10/7/2013		VARIOUS LOCATIONS	KANSAS CITY	MO	KCP&L	DEBORAH LEONARD	(816)245-3906
HOME DEPOT RDC	500,002.11	5/12/2014		5200 SW WENGER ST	TOPEKA	KS	HOME DEPOT	RICK REAVES	(785)217-2328
KBI	2,321,321.00	5/26/2014		534 S KANSAS AVENUE	TOPEKA	KS	MCCOWNGORDON	DANIEL LACY	(816)877-0668
THE VIEW	890,000.00	5/12/2014		600 E ADMIRAL BLVD	KANSAS CITY	MO	THE VIEW	PAUL WICKHAM	(816)377-8462
LG EVERIST	256,557.81	5/22/2014		8440 GIBBS ROAD	KANSAS CITY	KS	LG EVERIST	JEFF PIERCE	(913)422-0004
NKC LEVEE DISTICT	465,000.00	5/21/2014		VARIOUS LOCATIONS	LIBERTY	MO	BURNS & MCDONNE	RACHELLE LOWE	(816)822-4276
BEL AIRE SIDING TRACK	1,203,663.49	7/7/2014		VARIOUS LOCATIONS	BELAIRE	KS	CITY OF BELAIRE	TY LASHER	(316)744-2451
NASHUA SUBSTATION	440,000.00	5/22/2014		NW 132ND AND US HWY 169	KANSAS CITY	MO	KCP&L	DAVE BLACK	(816)245-3906

**Projects Active & Completed**

Description	Contract Amt	Start	Completed	Address	City	State	Contact Company	Name	Phone
WESTPORT PRESBYTERIAN CHURCH	760,000.00	5/22/2014		201 WESTPORT RD	KANSAS CITY	MO	A.L. HUBER	JAIME PALLAS	(913)341-4880
MILLARD PH2	827,921.59	6/2/2014		2350 S 98TH ST	KANSAS CITY	KS	MILLARD REF	JOSH PETERSON	(913)441-0800
FORD PARKING LOT	153,581.00	6/30/2014		8121 NE 69 HWY	CLAYCOMO	MO	ALBERICI CONSTR	VADIM RADOVILSKY	(314)733-2354
KCP&L MIDTOWN SUBSTATION	1,356,302.00	7/14/2014		4400 E FRONT STREET	KANSAS CITY	MO	KCP&L	INDIA COUTEE	(816)245-4077
700 MARKET	1,809,243.00	6/9/2014		700 MARKET STREET	ST LOUIS	MO		KATIE R. BOURQUE	(314)477-1849
ATK LCAAP	2,683,432.64	10/1/2013		25201 E 78 HWY	INDEPENDENCE	MO		MICHAEL TESSLER	(816)796-4615
CRESTWOOD SHOPS	183,785.00	6/30/2014		55TH & OAK STREET	KANSAS CITY	MO	TIEHAN GROUP	KATHY HARTMAN	(913)648-1188
SCOTT PROP - WATERWAYS NEW APT	408,834.64	7/21/2014		100 BIG RIVER DRIVE	LAKE ST LOUIS	MO			
ABUNDANT LIFE BAPTIST	1,381,349.00	7/14/2014		414 SW PERSELS	LEE'S SUMMIT	MO	PEARCE CONSTR.	DARIN HEYEN	(816)941-3000
OLDTOWNE CENTER	178,073.00	7/18/2014		6651 N OAK TRAFFICWAY	GLADSTONE	MO	GREAT PLAINS	RANDAL LEIMER	(913)384-2900
MANHATTAN SCHOOLS	211,716.00	7/18/2014		2031 CASEMENT RD	MANHATAN	KS	BG CONSTULTANTS	MATTHEW KOHLS	(785)537-7448
UPS-LENEXA LOT EXPANSION	3,474,326.42	8/4/2014		14650 SANTA FE TRAIL	LENEXA	KS	UPS	MICHAEL BANE	(913)541-3710
BUZZI INDUSTRIAL SPUR	554,606.81	8/28/2014		10495 E 53RD ST N	BELAIRE	KS	BUZZI UNICEM	DANIEL NUGENT	(610)820-5032
PROGRESS RAIL - TIE RENEWAL	253,929.00	10/1/2014		1900 MISSOURI AVE	GRANITE CITY	IL	PROGRESS RAIL	PATRICK HERRON	(618)792-2695
BURNS & MCDONNELL OFFICE RENOV	2,439,249.00	11/3/2014		9400 WARD PARKWAY	KANSAS CITY	MO	BURNS & MCDONNE	NATE PURDY	(816)844-4536
UNION PACIFIC - KS	1,000,000.00	10/1/2014		VARIOUS LOCATIONS	KANSAS CITY	KS	UNION PACIFIC	KYLE VEDDER	(816)399-1701
UNION PACIFIC - KCMO	500,000.00	10/1/2014		VARIOUS LOCATIONS	KANSAS CITY	MO	UNION PACIFIC	KYLE VEDDER	(816)399-1701
IPL PARKING LOT	177,655.39	10/1/2014		21500 E TRUMAN RD	INDEPENDENCE	MO	INDEP P&L	RANDY PETERS	(816)325-7525
HARBOR CENTER	160,095.00	10/1/2014		1 SEYMOUR H KNOX III PLAZ	BUFFALO	NY	HARBOR CENTER	CHRIS MILLER	(716)855-4100
CITY OF NORTH KC	150,000.00	10/1/2014		VARIOUS LOCATIONS	NORTH KANSAS CI	MO	CITY OF NORTH KC	CHRIS COOPER	
FORD KCAP TRUCK BODY RAIL EXT	583,782.72	10/1/2014		8121 US NE HWY 69	CLAYCOMO	MO	CCC NETWORK	BRADFORD KIMMEL	(248)209-0500
KCP&L F&M PAVING	600,000.00	10/1/2014		4400 E FRONT STREET	KANSAS CITY	MO	KCP&L	RICK STEELE	(816)556-2200
SUMMERSET APARTMENTS	164,000.00	11/3/2014		16801 LARKSPUR LANE	INDEPENDENCE	MO	CENTRAL STATES	JASON SZCZGIEL	(913)208-5719
BLUE RAPIDS / GEORGIA PACIFIC	346,121.52	10/1/2014		2127 HWY 77	BLUE RAPIDS	KS	BLUE RAPIDS	MIKE MINIHAN	(785)242-2241
MID STATE FARMERS CO-OP	150,000.00	11/12/2014		816 W UNION ST	RUSH CENTER	KS	MID STATE FARME	RICHARD HARMON	(785)650-2186
FORD CONTRACTOR PARKING LOT	212,471.01	11/25/2014		8121 US NE HWY 69	CLAYCOMO	MO	ALBERICI CONSTR	GLEN MURPHY	(816)215-2930
ATK LCAAP ASPHALT BLDG 65	290,064.00	11/20/2014		25201 E 78 HWY	INDEPENDENCE	MO	ATK	KEN COX	(816)796-4615
SALINA BICENTENNIAL	815,527.00	12/2/2014		800 THE MIDWAY	SALINA	KS	MCCOWNGORDON	ERIC WOLTJE	(785)789-3106
WATCO - KCMO	288,000.00	10/1/2014		1128 S MILL STREET	KANSAS CITY	MO	WATCO COMPANIES	MARK MCCLELLAN	(816)807-8687
KCI - DELMAR LOOP	8,252,114.00	12/2/2014		DELMAR LOOP	UNIVERSITY CITY	MO	KCI	JUSTIN CLINE	(314)852-0357
KU SCHOOL OF BUSINESS	248,275.00	12/22/2014		1654 NAISMITH DRIVE	LAWRENCE	KS	JE DUNN	TIM OCKINGA	(785)925-1399
KCP&L TRAINING CENTER	157,372.00	12/23/2014		10056 RAYTOWN RD	KANSAS CITY	MO	MCCOWNGORDON	ARLEN KLEINSORGE	(816)960-1111
KC SOUTHERN - KCMO	250,000.00	10/1/2014		4747 FRONT STREET	KANSAS CITY	MO	KC SOUTHERN	BRIAN KLEINSORGE	(816)983-1333
KC SOUTHERN - IL	167,500.00	10/1/2014		VARIOUS LOCATIONS	SAUGET	IL	KC SOUTHERN	DAVID NORRIS	(816)983-1121
KC SOUTHERN - MO (ST. LOUIS)	500,000.00	10/1/2014		VARIOUS LOCATIONS	MEXICO	MO	KC SOUTHERN	DAVID NORRIS	(816)983-1121
UNION PACIFIC - MO (ST. LOUIS)	250,000.00	10/1/2014		VARIOUS LOCATIONS	ST LOUIS	MO	UNION PACIFIC	KYLE VEDDER	(816)399-1701
UNION PACIFIC, IL	1,000,000.00	9/1/2014		VARIOUS LOCATIONS	DUPO	IL	UNION PACIFIC	KYLE VEDDER	(816)399-1701
UP - HIGH SPEED IL	1,000,000.00	12/5/2014		VARIOUS LOCATIONS	SPRINGFIELD	IL			
SPRINT	377,538.66	10/1/2012	9/30/2013	6391 SPRINT PARKWAY	OVERLAND PARK	KS	CBRE/SPRINT	LARRY FRIES	(913)484-6699
UNION PACIFIC - MO	175,161.14	10/1/2012	9/30/2013	VARIOUS LOCATIONS	KANSAS CITY	MO	UNION PACIFIC	CHRISTOPHER SCHMIDT	(402)544-7227
UNION PACIFIC - KS	687,152.96	10/1/2012	9/30/2013	VARIOUS LOCATIONS	KANSAS CITY	KS	UNION PACIFIC	CHRISTOPHER SCHMIDT	(402)544-7227
UNION PACIFIC - KCMO	759,574.57	10/1/2012	9/30/2013	VARIOUS LOCATIONS	KANSAS CITY	MO	UNION PACIFIC	DAN YAX	(402)544-7227
TRRA - IL	469,215.04	10/1/2012	9/30/2013	1201 MCKINLEY AVENUE	VENICE	IL	TRRA	JANICE BOEHMISCH	(618)973-5687
HALLMARK LIBERTY	305,313.11	10/1/2012	9/26/2013	2101 N LIGHTBURNE ST	LIBERTY	MO	HALLMARK	THOMAS RAINES	(816)792-7331

**Projects Active & Completed**

Description	Contract Amt	Start	Completed	Address	City	State	Contact Company	Name	Phone
A&M RAILROAD	243,017.75	10/1/2012	9/30/2013	705 N LINCOLN	SPRING HILL	KS	A&M PRODUCTS	ROB NEEDHAM	(913)592-4344
AVILA PAVEMENT MAINT	306,747.76	10/17/2012	9/26/2013	11901 WORNALL RD	KANSAS CITY	MO	AVILA UNIV	MICHAEL STUCKEY	(816)501-2414
KELLOGG	594,523.52	10/1/2012	9/26/2013	801 SUNSHINE RD	KANSAS CITY	KS	KELLOGGS	JIM JANECEK	(913)551-2228
CERNER KS CAMPUS	364,564.25	10/1/2012	9/26/2014	STATE AVE & VILLAGE W PKW	KANSAS CITY	KS	JE DUNN	WILL THIELEN	(816)292-8764
P&G POLISHING	332,705.00	10/24/2012	9/30/2013	1900 KANSAS AVENUE	KANSAS CITY	KS	BIS FRUCON	CHRIS STAINES	(913)573-0166
KCP&L IATAN CROSSINGS	274,235.78	11/26/2012	5/24/2013	20250 STATE ROUTE 45	WESTON	MO	KISSICK CONSTR.	PETE BROWNE	(816)363-5530
P&G RAILROAD	152,818.33	10/29/2012	9/30/2013	1900 KANSAS AVENUE	KANSAS CITY	KS	P&G	JOHNNY PHILLIPS	(913)209-8219
P&G CONCRETE	332,460.13	11/26/2012	9/30/2013	2077 BAYARD AVENUE	KANSAS CITY	KS	BIS FRUCON	JACK HRUSKA	(913)238-6521
KC TERMINAL	202,359.92	10/1/2012	9/26/2013	4501 KANSAS AVENUE	KANSAS CITY	KS	KC TERMINAL RW	SHAWN LAUBY	(913)551-2127
WATCO - MO	288,000.00	10/1/2012	9/30/2013	1128 S MILL STREET	KANSAS CITY	MO	WATCO	MARK MCCLELLAN	(816)807-8687
BAYER JAU DECOUPLING	775,838.80	12/10/2012	9/30/2013	8400 HAWTHORN RD	KANSAS CITY	MO	BAYER	BRYON COLVIN	(866)283-6752
BURNS & MCDONNELL PVMT REP	156,734.39	12/1/2012	9/30/2013	9300 WARD PARKWAY	KANSAS CITY	MO	BURNS & MCDONNE	JENNIFER CARTMELL	(816)333-9400
KIEWIT NEIL 4 RAILROAD	217,709.94	1/16/2013	9/12/2013	2761 PORT NEAL CIRCLE	SALIX	IA	KIEWIT POWER	TOM HARRIS	(913)928-7000
US ENGINEERING - BAYER	168,888.88	1/7/2013	1/20/2014	3433 ROANOKE RD	KANSAS CITY	MO	US ENGINEERING	TIM HECHT	(816)753-6969
BARTLETT GRAIN CBN TURNOUT	429,142.58	1/28/2013	7/26/2013	2600 S 4TH STREET	COUNCIL BLUFFS	IA	BARTLETT GRAIN	LOUIE BARRACK	(816)813-1757
KCP&L LACYGNE FOUNDATIONS	162,146.14	3/11/2013	9/30/2013	25166 E 2200 RD	LACYGNE	KS	KCP&L LACYGNE	DEBBIE LEONARD	
KC SOUTHERN RAILWAY	187,125.22	11/13/2012	9/30/2013	4747 FRONT STREET	KANSAS CITY	MO	KC SOUTHERN	BRIAN KLEINSORGE	(816)983-1333
MUSEUM OF PRAIRIE FIRE-BLDG	804,699.00	4/15/2013	9/18/2014	6240 W 135TH STREET	OVERLAND PARK	KS	MCCOWN GORDON	MICHAEL REARDON	(816)960-1111
KOCH NITROGEN	184,154.70	4/4/2013	9/26/2013	3162 200TH STREET	DUNCOMB	IA	KOCH NITROGEN	CHRIS GRADY	(515)543-4365
UMKC	230,295.00	4/5/2013	3/26/2014	5100 ROCKHILL ROAD	KANSAS CITY	MO	WEITZ COMPANY	NATE PURDY	(913)696-9970
WATCO KAW RIVER	219,355.23	10/1/2012	12/18/2013	N/A	LIBERTY	MO	WATCO	MARK MCCLELLAN	(816)807-8687
WAFB PATIO	689,859.88	4/29/2013	5/10/2014	290 ALTUS CIRCLE	WHITEMAN AFB	MO	WORTHINGTON MIL	STUART BRITT	(615)599-6446
HONEYWELL PHASE 3 TIE PROJECT	497,667.00	5/6/2013	9/30/2013	2768 US HWY 45 N	METROPOLIS	IL	HONEYWELL	JOHN ELROD	(618)524-6343
PATTONVILLE PFD	172,000.00	5/13/2013	9/30/2013	13900 ST CHARLES ROCK RD	BRIDGETON	MO	PARIC	JASON LIND	(636)698-8485
KBR - KCMO WATER PLANT INTAKE	194,832.35	5/15/2013	9/30/2013	3389 BROADWAY	KANSAS CITY	MO	KBR	LIZ RANKIN	(816)231-2178
K STATE PARKING LOT	1,035,722.83	5/20/2013	9/11/2013	2201 KIMBALL AVE	MANHATAN	KS	KS STATE UNIV	CHRIS DEKAT	(785)532-6214
BUNGE COUNCIL BLUFFS	177,876.27	5/23/2013	8/26/2013	19560 BUNGE AVENUE	COUNCIL BLUFFS	IA	BUNGE NORTH AME	MARION REED	(712)366-8448
P&G ASPHALT	301,492.80	6/1/2013	8/26/2013	2077 BAYARD AVENUE	KANSAS CITY	KS	P&G	CHRIS STAINES	(913)573-0116
KORTE TRACK INSTALLATION	266,085.00	6/10/2013	9/30/2013	12441 US HWY 40	HIGHLAND	IL	KORTE CONSTR.	BRIAN MARKS	(618)654-8611
MARRIOTT STREETScape	163,053.39	6/12/2013	9/30/2013	200 W 12TH STREET	KANSAS CITY	MO	RAPHAEL HOTE GP	PAUL JAMES	(816)421-6100
WATCO - STILLWATER CENTRAL RR	278,428.23	6/12/2013	9/30/2013	MIDWEST CITY - 2630	OKLAHOMA CITY	OK	WATCO COMPANY	JOHN OSTRANDER	(208)734-4644
RIVERMARKET REPAIRS	202,025.08	8/1/2013	7/24/2014	1000 WALNUT	KANSAS CITY	MO	RIVER MARKET	MARK ROWLANDS	(816)421-1539
PICK N PULL PAVEMENT	215,704.47	7/8/2013	9/30/2013	1142 S 12TH STREET	KANSAS CITY	KS	SCHNITZER STEEL	ROBERT MACIAS	(916)858-3118
PRAIRIE FIRE BLDG 21-22	186,335.00	7/19/2013	7/24/2014	6240 W 135TH ST	OVERLAND PARK	KS	MCCOWN GORDON	MICHAEL REARDON	(816)960-1111
BALLS PRICE CHOPPER	199,283.07	7/23/2013	9/30/2013	7000 W 7TH STREET	OVERLAND PARK	KS	BALLS FOOD	DAVID GRYSZOWKA	(913)573-1246
MILLARD REFRIGERATED SERV	695,989.59	9/20/2013	7/14/2014	2350 S 98TH ST	EDWARDSVILLE	KS	MILLARD REFRIG.	STEWART MARKER	(402)891-2556
SOLUTIA ENTRANCE UPGRADE	273,272.50	7/31/2013	9/30/2013	500 MONSANTO AVENUE	SAUGET	IL	SOLUTIA	MIMI CARTER	(618)482-6403
SPRINT SATELLITE OFFICES - MO	181,732.27	8/19/2013	9/30/2013	VARIOUS LOCATIONS	INDEPENDENCE	MO	SPRINT	MARK ZACHARIAS	(913)315-1290
COMMERCE BANK-LEAWOOD/NALL	170,654.89	9/4/2013	1/24/2014	115TH & NALL	LEAWOOD	KS	COMMERCE BANK	CHRIS ADKINS	(816)234-2818
HB TRUCKING	200,697.51	9/13/2013	9/30/2013	14940 BEVERLY DR	PLATTE CITY	MO	HD TRUCKING	JARED HILL	(816)330-3600
UPS - LENEXA	740,398.39	10/1/2013	6/2/2014	14650 SANTA FE TRAIL	LENEXA	KS	UPS	CLINTON WILLIAM	(913)208-5486
TRRA - MO	243,758.00	10/1/2013	7/21/2014	1201 MCKINLEY AVENUE	ST LOUIS	MO	TRRA	JANICE BOEHMISCH	(618)973-5687
P&G CONCRETE	496,504.84	10/1/2013	9/12/2014	2077 BAYARD AVENUE	KANSAS CITY	KS	BILFINGER IND	MATT BAKER	(913)238-6529
HALLMARK LAWRENCE	195,877.46	10/21/2013	5/17/2014	101 MCDONALD DR	LAWRENCE	KS	HALLMARK CARDS	DON HEROLD	(816)274-4020



### Projects Active & Completed

Description	Contract Amt	Start	Completed	Address	City	State	Contact Company	Name	Phone
KCUMB ACADEMIC CENTER	370,041.00	10/22/2013	9/12/2014	1750 INDEPENDENCE AVE	KANSAS CITY	MO	MCCOWNGORDON	MICHAEL BRISCOE	(816)877-0607
P&G POLISHING	205,626.00	10/30/2013	11/28/2014	1900 KANSAS AVENUE	KANSAS CITY	KS	BILFINGER IND	CHRIS STAINES	(913)573-0166
KCP&L TRANSFORMER PADS	170,508.00	11/11/2013	3/10/2014	VARIOUS LOCATIONS	ST JOSEPH	MO	KCP&L	DEBORAH LEONARD	(816)245-3906
PIONEER TEMP BRIDGE REPAIR	313,595.00	11/14/2013	12/24/2014	KEOKUK JUNCTION RAILROAD	HAMILTON	IL	PIONEER RR	MIKE HAINDS	(309)369-3766
CINETOPIA TI	387,253.00	11/25/2013	9/12/2014	6240 W 135TH STREET	OVERLAND PARK	KS	MCCOWNGORDON	NICHOLE WARING	(816)877-0671
BAYER EFG GRAVEL	649,514.70	12/23/2013	1/15/2015	8400 HAWTHORNE RD	KANSAS CITY	MO	BAYER	JOHN CALVERT	(816)242-2415
KOCH NITROGEN - FT DODGE	231,515.99	10/21/2013	9/12/2014	3162 200TH ST	DUNCOMB	IA	KOCH NITROGEN	CHRIS GRADY	(515)543-4365
BUILDERS TRAINING CENTER	604,440.60	4/15/2014	12/2/2014	105 W 12TH AVE	NORTH KANSAS CI	MO	BUILDERS ASSOC.	DR. JOE PINK	(816)595-4100
BUNGE COUNCIL BLUFFS	207,196.94	10/1/2013	9/30/2014	19560 BUNGE AVENUE	COUNCIL BLUFFS	IA	BUNGE NORTH	MARION REED	(712)366-8448
CARTWRIGHT	345,331.87	4/14/2014	1/15/2015	11901 CARTWRIGHT AVE	GRANDVIEW	MO	A.L. HUBER	A.L. HUBER	(913)341-4880
STILLWATER - WATCO	325,681.60	10/1/2013	3/7/2014	VARIOUS LOCATIONS	OKLAHOMA CITY	OK	STILLWATER WATC	JOHN OSTRANDER	(208)734-4644
KELLOGG'S EMPLOYEE PARKING LOT	235,748.39	6/9/2014	9/17/2014	801 SUNSHINE RD	KANSAS CITY	KS	KELLOGG'S	JIM JANECEK	(913)551-2228
P&G TRACKS 14 & 15	160,921.12	5/30/2014	9/30/2014	1900 KANSAS AVENUE	KANSAS CITY	KS	P&G	JOHNIE PHILLIPS	(816)536-2137
UPS LENEXA EMPLOYEE LOT	319,729.47	6/2/2014	12/5/2014	14650 SANTA FE TRAIL DR	LENEXA	KS	UPS	TOM OLERICH	(913)541-2785
UPS-LENEXA PAVING	329,641.05	12/12/2014	12/7/2014	14650 SANTA FE TRAIL DRIV	LENEXA	KS	UPS	MICHAEL BANE	(913)541-3710

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Bid.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
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.

(Please complete and return with Contract)


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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, 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 bid.

Michael E Morris President  
Name and Title of Authorized Representative

  
Signature

4-13-15  
Date

Company ID Number: 109927

## **ARTICLE I**

### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **MUSSELMAN & HALL CONTRACTORS LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

## **ARTICLE II**

### **FUNCTIONS TO BE PERFORMED**

#### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 109927

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**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 Operations at 888-464-4218.**

**Employer MUSSELMAN & HALL CONTRACTORS LLC**

**TINA LUSCHEN**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**03/27/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 109927

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

**03/27/2008**

Signature

Date

Company ID Number: 109927

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: MUSSELMAN & HALL CONTRACTORS LLC

Company Facility Address: 4922 EAST BLUE BANKS  
KANSAS CITY, MO 64130

Company Alternate Address: PO BOX 300858  
KANSAS CITY, MO 64130

County or Parish: JACKSON

Employer Identification Number: 431753196

North American Industry  
Classification Systems Code: 237

Parent Company: \_\_\_\_\_

Number of Employees: 100 to  
499 Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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

Name: **Tonya Morgerson**  
Telephone Number: **(816) 861 - 4715 ext. 102** Fax Number: **(816) 861 - 1237**  
E-mail Address: **tmorgerson@mandh.net**

Name: **MICHAEL MORRIS**  
Telephone Number: **(816) 861 - 1234** Fax Number: **(816) 861 - 1237**  
E-mail Address: **mmorris@mandh.net**

Name: **TONYA R MORGERSON**  
Telephone Number: **(816) 861 - 4715 ext. 102** Fax Number: **(816) 861 - 1237**  
E-mail Address: **tmorgerson@mandh.net**



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

County of Jackson )  
  )ss  
State of Missouri )

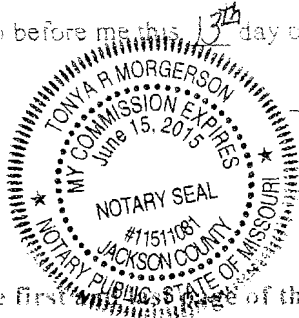
My name is Michael E. Morris. I am an authorized agent of Musselman and Hall Contractors LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ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

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530 1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Michael E Morris 4-13-15  
Affiant Date

Michael E Morris  
Printed Name

Subscribed and sworn to before me this 13<sup>th</sup> day of April, 2015



Tonya R Morgerson  
Notary Public

Attach to this form the first 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.

Michael E Morris      4-13-15  
Applicant    Date

Michael E Morris  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of Jackson                )

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.

4-13-15  
Date

*Michael E. Morris*  
Signature

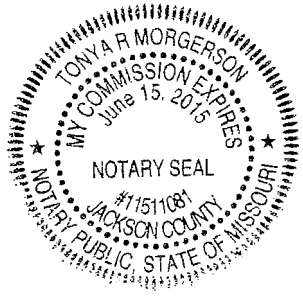
431753196  
Social Security Number  
or Other Federal I.D. Number

Michael E. Morris  
Printed Name

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

*Tony R. Morgerson*  
Notary Public

My Commission Expires:



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Jackson

Michael E. Morris, being first duly sworn, deposes and says that he is President  
(Title of Person Signing)

of Musselman and Hall Contractors LLC  
(Name of Bidder)

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

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

By [Signature]

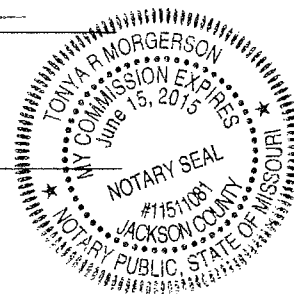
By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 13<sup>th</sup> day of April, 20 15

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



**SIGNATURE AND IDENTITY OF BIDDER**

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of MISSOURI LIMITED LIABILITY COMPANY

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

Name of individual, all partners, or joint venturers:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

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

Musselman and Hall Contractors LLC  
(If a corporation – show its name above)

ATTEST:

Walter P. Morgan  
(Secretary)

Secretary  
(Title)

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Jackson

On this 13<sup>th</sup> day of April, 20 15

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

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

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

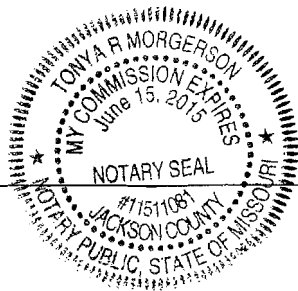
(if a corporation) that he is the President  
President or other agent

of Musseyman Hall Contractors LLC; that the above Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid to be the free act and deed of said corporation.

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

(SEAL) Joseph Morgerson Notary Public

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



***ANNUAL WAGE***

***ORDER***

# 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	10/14		\$32.06	55	60	\$20.71
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
Roofer \ 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

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

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68  
All work under \$7 Mil. Total Mech. Contract - \$34.41, Fringes - \$21.29

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

**REPLACEMENT PAGE  
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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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.



**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
Oiler-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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**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.

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo  
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Jackson )

State of Missouri )ss  
)

My name is Michael E. Morris . I am an authorized agent of Musselman and Hall Contractors LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

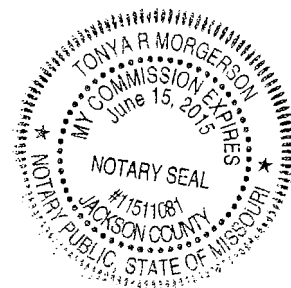
NAME OF PROJECT: Onyx Surface Seal Pavement Preservation 2015

Michael E. Morris 4-13-15  
Affiant Date

Michael E Morris  
Printed Name

Subscribed and sworn to before me this 13<sup>th</sup> day of April, 2015.

Tonya R Morgerson  
Notary Public



NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

**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

**PERFORMANCE BOND**

Bond #106230373

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Musselman & Hall Contractors, LLC 4922 E. Blue Banks Kansas City MO 64130

as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company  
of America One Tower Square Hartford CT 06183

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

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

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

**BID NUMBER 16-16APR15**  
**ONYX SURFACE SEAL PAVEMENT PRESERVATION - 2015**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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



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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City MO, on this 11 day of May, 2015.

Musselman & Hall Contractors, LLC

(Contractor)

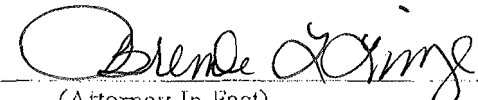
(SEAL)

BY: 

Travelers Casualty and Surety Company of America

(Surety Company)

(SEAL)

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

BY: and Missouri Resident Agent of Surety  
(Missouri Representative)

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

Surety Contact Name: Emilee Harwell  
Phone Number: 913 402 5401  
Address: 7465 W. 132nd St.  
Overland Park, KS 66213

Travelers Casualty and Surety Company  
of America  
One Tower Square  
Hartford CT 06183  
860 277 2408 fax 860 277 5722



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106230373

Principal: Musselman & Hall Contractors, LLC

OR

Project Description: Project 16-16APR15 Onyx Surface Seal
Pavement Preservation for 2015 Boone
County MO

Obligee: County of Boone Boone County Purchasing

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brenda L. Linze of the City of Kansas City, State of MO, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

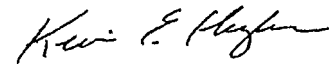
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**

LABOR AND MATERIAL PAYMENT BOND

Bond #106230373

KNOW ALL PERSONS BY THESE PRESENTS, that we, Musselman & Hall Contractors, LLC  
4922 E. Blue Banks Kansas City MO 64130  
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company  
of America One Tower Square Hartford CT 06183  
a corporation organized under the laws of the State of CT, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of **Two Hundred  
Thousand, Three Hundred Thirteen Dollars and Eighteen Cents (\$200,313.18)**, for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 16-16APR15  
ONYX SURFACE SEAL PAVEMENT PRESERVATION - 2015  
BOONE COUNTY, MISSOURI**

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City MO on this 7th day of May 2016.

CONTRACTOR Musselman & Hall Contractors, LLC (SEAL)

BY: [Signature]

SURETY COMPANY Travelers Casualty and Surety Company of America

BY: [Signature]  
(Attorney-In-Fact) Brenda L. Linze

BY: and Missouri Resident Agent of Surety  
(Missouri Representative)

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

An Affirmative Action/Equal Opportunity Institution

Surety Contact Name: Emilee Harwell  
Phone Number: 913 402 5401  
Address: 7465 W. 132nd St.  
Overland Park, KS 66213

Travelers Casualty and Surety Company  
of America  
One Tower Square  
Hartford CT 06183  
860 277 2408 fax 860 277 5722



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106230373

Principal: Musselman & Hall Contractors, LLC

OR

Project Description: Project 16-16APR15 Onyx Surface Seal
Pavement Preservation for 2015 Boone
County MO

Obligee: County of Boone Boone County Purchasing

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brenda L. Linze of the City of Kansas City, State of MO, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

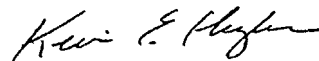
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.**



Limited Liability Company Details as of 4/27/2015

Fees & Forms

FAQ

Corporations Home

Business Outreach Office

UCC Filings

Corporation Filings

SOS Home

Contact Us

\*Required Field

**File Documents** - select the filing from the "Filing Type" drop-down list, then click **FILE ONLINE**.

**File Registration Reports** - click **FILE REGISTRATION REPORT**.

**Copies or Certificates** - click **FILE COPIES/CERTIFICATES**.

---

RETURN TO Select filing from the list. **FILE**

**SEARCH RESULTS** **ONLINE**

Filing Type Amended and Restated Articles of Organization

**ORDER COPIES/  
CERTIFICATES**

General Information	Filings	Address	Contact(s)
Name(s) <b>MUSSELMAN AND HALL CONTRACTORS, L.L.C.</b>		Address	
Type <b>Limited Liability Company</b>		Charter No. <b>LC0008684</b>	
Domesticity <b>Domestic</b>		Status <b>Active</b>	
Registered Agent <b>S &amp; B CORPORATE SERVICES, INC.</b>		Date Formed <b>8/1/1996</b>	
4600 MADISON AVE.			
KANSAS CITY, MO 64112			
Duration <b>12/31/2030</b>			
Managed by			

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PASSWORD

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Musselman and Hall Contractors, L.L.C.  
DUNS: 029858305 CAGE Code: 0FL41  
Status: Active

4922 Blue Banks Ave  
Kansas City, MO, 64130-2346 ,  
UNITED STATES

Expiration Date: 08/01/2015  
Purpose of Registration: All Awards

# Entity Dashboard

[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 Overview

### Entity Information

**Name:** Musselman and Hall Contractors, L.L.C.  
**Doing Business As:** M & H  
**Business Type:** Business or Organization  
**POC Name:** Douglas Hall  
**Registration Status:** Active  
**Activation Date:** 08/01/2014  
**Expiration Date:** 08/01/2015

### Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.27.20150327-1711

WWW4

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



221-2015

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15

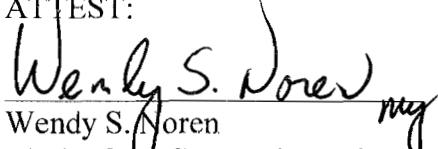
the following, among other proceedings, were had, viz:

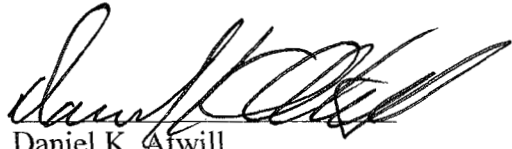
Now on this day the County Commission of the County of Boone does hereby award bid 15-24APR15 Auction Services for Surplus Vehicles and Heavy Equipment to Missouri Auto Auction.

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.

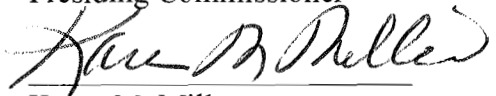
Done this 26th day of May, 2015.

ATTEST:

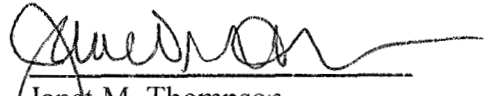
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Cheli Haley  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Cheli Haley  
DATE: May 19, 2015  
RE: RFP Award Recommendation: *15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment*

Request for Proposal *15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment* opened on April 24, 2015. Three proposal responses were received. The evaluation committee consisted of the following:

Chad Martin, Captain, Sheriff Department  
Rickey Harvey, Fleet Operations Superintendent, Public Works

The evaluation committee recommends award to Missouri Auto Auction, Inc. per their attached Evaluation Report. Cost for vehicle disposal is as follows:

Sale Fee for Each Vehicle:	\$150.00	
Transportation Fee for Each Vehicle if Driven	\$0.00	
Haul fees negotiated on a case-by-case basis		
Complete Detail with removal of decals/stripping:	\$150.00	
Construction Vehicle: Wash and Vac	\$40.00	
Other Expenses:		
Fuel:	\$3.25/gallon	
Flat Repair Per Tire:	\$0.00/air	\$25.00/patch
Battery Installation:	\$55.00	
Re-Keying Ignition and All Locks	\$235.00	

The contract period is July 1, 2015 through June 30, 2016 with four one-year renewals. This is a County-Wide contract that will primarily be used by the Sheriff's Department and the Public Works Department.

ATT: Evaluation Report

cc: Proposal File

<b>RFB 15-24APR15 - Auction Services for Surplus Vehicles and Heavy Equipment</b>		Missouri Auto Auction	Purple Wave Auction	Columbia Auto Auction
<b>5.1</b>	Sale and Transportation Fee	\$ 150.00	Not Provided	\$ 125.00
		<i>*Hauling fee negotiable</i>		
	Vehicle: Complete Detail with Removal of Decals/Striping	\$ 150.00	Not Provided	\$ 150.00
	Construction Vehicle: Wash and Vac	\$ 40.00	Not Provided	\$ 75.00
	Other Expenses			
	Fuel	\$ 3.25	Not Provided	\$ 2.50
	Flat Repair Per Tire (Air)	\$ -	Not Provided	\$ -
	Flat Repair Per Tire (Patch)	\$ 25.00	Not Provided	\$ 25.00
	Battery Installation	\$ 55.00	Not Provided	\$ 50.00
	Re-Keying Ignition and All Locks	\$ 235.00	Not Provided	\$ 200.00
<b>5.2.</b>	Value of 2010 Ford Crown Victoria with 100,000 miles	\$4,500.00-\$5,000.00	\$3,190.00	Not Provided**Hasn't sold this vehicle in last six months
<b>5.3.</b>	Contact Person	Liz Cherrington	Suzy McKee	Steve Wesselman
	Organization	Missouri Auto Auction	Purple Wave	Columbia Auto Auction
	Address	421 North Rangeline	825 Levee Drive	5950 South Rollings Hills Road
	Address	Columbia, MO 65201	Manhattan, KS 66502	Columbia, MO 65202
	Email	<a href="mailto:lizc@missouriautoauction.com">lizc@missouriautoauction.com</a>	<a href="mailto:suzy@purplewave.com">suzy@purplewave.com</a>	<a href="mailto:columbiaautoauction@hotmail.com">columbiaautoauction@hotmail.com</a>
	Phone	573-864-6284	785-537-5057	573-999-7860
	Facsimile	573-474-3954	785-227-9537	573-815-1147

\*\*These auctions are dealer only and not open to the public

**PURCHASE AGREEMENT FOR  
AUCTION SERVICES FOR SURPLUS VEHICLES AND HEAVY EQUIPMENT**

**THIS AGREEMENT** dated the 26<sup>th</sup> day of May 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Auto Auction, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Auction Services for Surplus Vehicles and Heavy Equipment Term and Supply**, bid number **15-24APR15**, any applicable addenda, and the Contractor's bid response dated **April 16, 2015** and executed by **Kevin Brown** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **an additional four (4) one-year periods** subject to the pricing clauses in the contractors bid 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items/service per the proposal specifications, and responded to on the Response / Pricing Page, and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County. Pricing shall remain firm through the end of the fourth renewal period as follows:

Sale Fee for Each Vehicle:	\$150.00	
Transportation Fee for Each Vehicle if Driven	\$0.00	
Haul fees negotiated on a case-by-case basis		
Complete Detail with removal of decals/stripping:	\$150.00	
Construction Vehicle: Wash and Vac	\$40.00	
Other Expenses:		
Fuel:	\$3.25/gallon	
Flat Repair Per Tire:	\$0.00/air	\$25.00/patch
Battery Installation:	\$55.00	
Re-Keying Ignition and All Locks	\$235.00	

4. **Billing and Payment** - All billing shall be invoiced to the department that ordered the services, and billings may only include the prices listed in the Contractor's proposal response. No additional fees, taxes, or extra services not included in the proposal response shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

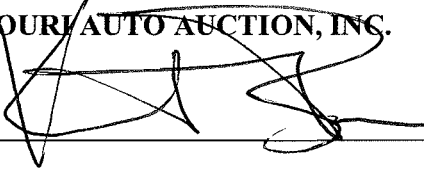
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

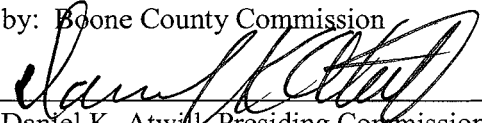
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

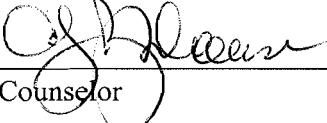
**MISSOURI AUTO AUCTION, INC.**

by   
title GM owner

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

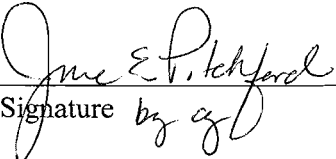
  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by *ajp*

5/19/15  
Date

County-Wide Term and Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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 Proposal #: 15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment

ADDENDUM #1 - Issued April 9, 2015

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

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

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

a. How many vehicles/equipment are surplusd yearly?

Response: Approximately 10 to 15 vehicles are sent to auction each year, and the majority surplusd are four door cars.

b. Is the tabulation for the previous RFP available for viewing?

Response: Yes, please see our website at [www.showmeboone.com](http://www.showmeboone.com). Navigate to the Purchasing page and select "Bid Files 2010." In the County Bid Tabulations – 2010 column select "10-23MAR10 – Auction Services for Surplus Vehicles."

By: Cheli Haley  
Cheli Haley,  
Buyer

OFFEROR has examined Addendum #1 to Request for Proposal# 15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment, receipt of which is hereby acknowledged:

Company Name: Missouri Auto Auction

Address: 421 N. Rangline, Columbia, MO 65201

Phone Number: 573-886-0032 Fax Number: 573-474-3954

E-mail: Kevinb@missouriautoauction.com

Authorized Representative Signature: [Signature] Date: 4/16/15

Authorized Representative Printed Name: Kevin Brown

421 N. Rangelina Road  
Columbia, MO 65201



Phone: (573) 836-0032  
Fax: (573) 836-7893  
www.missouriautoauction.com

April 16, 2015

Boone County Purchasing Division  
Attn: Cheli Haley, Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Subject: Transmittal Letter for Request for Proposal #15-24APR15

To whom it may concern,

We are pleased and excited to submit this transmittal letter in an attempt to continue business with the County of Boone. This letter binds Missouri Auto Auction to all statements, services and prices contained in the proposal for Missouri Auto Auction. While we do not subcontract any work at this time, this letter will also bind all subcontractors to the same, in the even that subcontractors are ever deemed necessary.

With the help of Justin Brown, Tyson Hash and Elizabeth Cherrington, I, Kevin Brown, will work hard to ensure that the County is satisfied with the auction results obtained via Missouri Auto Auction. Following the guidelines and rules provided in the County contract and in any future documents that will be given to us, we will put our sincere effort into making your experience with Missouri Auto Auction a good, and hopefully continuous, one.

Thank you for providing us with this opportunity. We look forward to doing business with you in the future!

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Brown', with a long horizontal line extending to the right.

Kevin Brown  
GM/Owner  
Missouri Auto Auction

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*Missouri Auto Auction is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or protected veteran status and will not be discriminated against on the basis of disability.*



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Missouri Auto Auction

Address: 421 N. Rangeline  
Columbia, MO 65201

Telephone: 573-886-0032 Fax: 573-474-3954

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: Kevin Brown Title: Owner

Signature: [Handwritten Signature] Date: Apr. 16, 2015

E-Mail Address: Kevinb@missouriautoauction.com

5.1. Complete the following:

Sale & Transportation Fee for Each Vehicle/Equipment: \$ 150.00 Sale fee  
\$ 0.00 transportation if  
driven  
Detail pricing per vehicle: Haul fees negotiable on a

Vehicle - Complete Detail with Removal of Decals/Striping: \$ 150.00 case-by-case basis.  
Shall include: steam cleaning of the engine; remove exterior logo, decals, and striping; wash and buff the exterior of the vehicle; shampoo and vacuum the interior of the vehicle (i.e. sheriff's vehicle)

Construction Vehicle - Wash and Vac: \$ 40.00  
Shall include: wash the exterior and vacuum the interior of large trucks (i.e. dump trucks).

Other Expenses as needed:

Fuel: \$ 3.25 /Gallon  
Flat Repair per tire: \$ 0 /air \$ 25.00/patch  
Battery Installation: \$ 55.00  
Re-Keying Ignition & all locks: \$ 235.00

5.2. Provide the value of what a 2010 Ford Crown Victoria with 100,000 miles brought at a recent auction within the last six months: \$ 4500.00 - 5000.00

5.3. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: Elizabeth (Liz) Cherrington

Organization: Missouri Auto Auction, Sales Representative

Address: 421 N. Rangeline

Columbia, MO 65201

E-mail: lizc@missouriautoauction.com

Phone Number(s): (573) 864-6284

(573) 886-0032

Fax: (573) 474-3954

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

County of Boone             )  
   )ss  
 State of Missouri            )

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

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

L. Kathleen Brown                    4-21-15  
 Affiant    Date

L. Kathleen Brown  
 Printed Name

Subscribed and sworn to before me this 21st day of April, 2015

Kristin Arnold  
 Notary Public



KRISTIN ARNOLD  
 My Commission Expires  
 December 28, 2015  
 Boone County  
 Commission #11285938

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

Cheri Halky  
Buyer



Boone County Purchasing  
413 E. Ash St., Room 100  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

## 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.eyJmY29udG91dC1d4c2a3e5b9ac89243c6a7543f6d1a/?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.**



Company ID Number: 321219

## 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 **Missouri Auto Auction, 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 321219

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 Missouri Auto Auction, Inc

**Jerry R Putting**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

04/22/2010

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

04/22/2010

Date





Company ID Number: 321219

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Missouri Auto Auction, Inc

Company Facility Address: 421 N Rangeline Road

Columbia, MO 65201

Company Alternate Address:

County or Parish: BOONE

Employer Identification

Number: 431893113

North American Industry Classification Systems

Code: 423

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 321219

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

Name:	<b>Teresa M Sagner</b>	Fax Number:	<b>(573) 886 - 7893</b>
Telephone Number:	<b>(573) 886 - 0032</b>		
E-mail Address:	<b>teresas@moaa.biz</b>		
Name:	<b>Jerry R Putting</b>	Fax Number:	<b>(573) 886 - 7893</b>
Telephone Number:	<b>(573) 886 - 0032</b>		
E-mail Address:	<b>jerryp@moaa.biz</b>		

(Please complete and return with Contract)

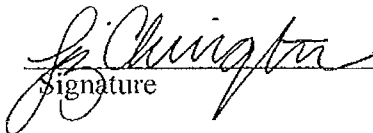
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

Elizabeth Cherrington, Sales Representative  
Name and Title of Authorized Representative

  
Signature

4/21/15  
Date

### 3.3 General Requirements

*The Contractor shall meet the following criteria:*

**a. *Provide comprehensive turnkey auction services***

Missouri Auto Auction is able to provide comprehensive turnkey services. From start to finish, Missouri Auto Auction is able to:

- Receive notification of units ready for transport
- Transport units from the Boone County Sheriff Department or the Boone county Public Works Department to Missouri Auto Auction
- Provide necessary services to ensure the units are auction ready. These services include but are not limited to:
  - i. Detailing vehicles, including the removal of decals and/or striping
  - ii. Washing/vacuuming units
  - iii. Providing fuel, flat tire repair, battery installation and re-keying services to all necessary units
- Store units before and after the sale, free of charge

**b. *Have adequate secured facilities to handle a large quantity of vehicles and equipment and the anticipated crowd of potential buyers.***

Missouri Auto Auction has a 3 bay check-in area, a new reconditioning facility, and a parking lot that is able to facilitate large quantities of vehicles. This lot is completely surrounded by fence and is monitored all day, every day. We serve a large crowd of buyers, in-person as well as through simulcast technology, and our equipment auctions are open to dealers as well as the public.

**c. *Have regularly (pre) scheduled auctions.***

Missouri Auto Auction equipment sales are held regularly on the last Friday of every month beginning at noon.

**d. *Be able to separately track and account for County's vehicles and equipment.***

Missouri Auto Auction is able to track and account for County vehicles and equipment. From the moment a unit is acquired by Missouri Auto Auction, it is given its own identification number and is entered into the company's inventory management system. Company representatives also touch all units that go through the auction to ensure all VIN's and unit numbers match the information given by a County representative.

**e. *Have recognition, affiliation or accreditation as an auction firm.***

Missouri Auto Auction has been under its current management for 14 years. It has received recognition and accreditation as an auction firm. The auction has five selling lanes, runs 400-500 units weekly, and hosts a monthly equipment auction, a quarterly Ameren auction and a GSA auction.

**f. *Have extensive advertisement capabilities and database for County's surplus.***

Missouri Auto Auction has extensive advertisement capabilities and an inventory management system. Missouri Auto Auction and Missouri Equipment Auction both have respective websites, as well as Facebook and Instagram pages. Auction inventory is listed on auctionpipeline.com and our sales representatives reach out to a majority of consignors and buyers on a weekly basis.

*g. Auctioneers must be licensed.*

All auctioneers representing Missouri Auto Auction are licensed professionals.

*h. Auction shall be licensed with the State of Missouri to provide the above services.*

Missouri Auto Auction is licensed with the State of Missouri to provide all auction services.

*i. Auction firm shall have the ability to "no sale" vehicle/equipment if the high bid is not acceptable or within reason.*

Missouri Auto Auction is able to "no sale" any unit if the high bid is not acceptable or within reason. In addition to this, the auction is able to put any unit "on a call", where a sales representative consults with the consignor after an offer has been made, but before a unit is sold.

*j. Have sufficient staff to pick up at least nine (9) vehicles/equipment at once in coordination with a county representative to go through a pick up checklist.*

Missouri Auto Auction has its own transportation company, Butch's Transport, which employs licensed drivers that are able to transport any and all units necessary.

*k. Hold equipment auctions that include construction equipment in the sale inventory.*

Missouri Auto Auction features construction equipment on the last Friday of every month during the Equipment Auction at noon.

#### 4.1.3 Evaluation and Award Process

*4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:*

##### **a. Method of Performance**

*a. A written plan that includes as much detail as possible, outlining how the required services are to be provided.*

Missouri Auto Auction (MAA) is a great choice for Boone County in terms of selling surplus vehicles and equipment. In terms of transportation, MAA has an on-site transportation company that is able to drive or haul all potential units from any location. After receiving confirmation that a unit is ready for transport, MAA will contact the Sheriff Department or the Public Works Department to work out a time to pick up said unit. Once the unit reaches MAA, if the County needs, they can be de-identified or detailed in our brand new, state of the art reconditioning facility. After the units have been de-identified as needed by the County, they are photographed and parked in selling order on our lot.

Following the sale of the County's consignment, we will run a "Seller Detail Report", which itemizes each unit, showing the amount sold for as well as the net proceeds that are to be given to the County. Checks are then issued to the County, and can be brought physically to a representative, or mailed to the destination given to MAA by the County. All checks will list the County unit number, for the County's convenience.

*b. Plan for advertisement of auction, including distribution area.*

In order to develop the largest possible pool of participants for every auction, Missouri Auto Auction and Missouri Equipment Auction both have respective websites. These websites allow potential customers to connect with all employees, view all services the auctions offer, preview upcoming promotions and auction dates, as well as enter auction pipeline to view auction run lists, complete with pictures. Through auction pipeline, our auction is able to extend sales worldwide. We have an active online bidding process, so any authorized buyer can purchase any unit throughout the auction process.

In addition to websites, MAA uses social media sites such as Facebook and Instagram. Weekly updates are made to each page to keep customers informed of upcoming events at MAA. These sites also allow curious potential customers to connect directly with a sales representative to have any questions answered about consignment, run lists, promotions, and buying and selling with MAA and MEA.

*c. Document the buying audience you have attracted for previous auctions.*

Our buying audience the past two years has spanned a variety of states. These states include:

- Alabama
- Arkansas
- Florida
- Iowa
- Illinois
- Kansas
- Kentucky
- Michigan
- Missouri
- Mississippi
- Ohio
- Nebraska
- Texas

In addition to the United States, we have sold in Ontario, Canada and have had representatives from Chihuahua, Mexico attend our auction using simulcast technology through auctionpipeline.com. We are able to sell units worldwide!

*d. Documentation and/or statement as to why your company will provide the best price for the County's surplus property.*

Missouri Auto Auction (MAA) has committed to improving the auction facility to include five lanes, a brand new reconditioning center, a new indoor check-in and title area, and a state of the art administrative office.

Recently, MAA has finished an expansion project. This project included construction of a new check-in area with three covered bays with heated floors, replacing the original single outdoor check-in lane. These lanes allow for efficient movement of vehicles during the check in process and are a welcomed addition for all auction employees during Missouri winters. This facility also handles condition report writing, equipment verification, computer entry and photographing consignment.

MAA has expanded their indoor office space to include a new bidder badge area, new payment counter, designated arbitration and "if" counters, and a new coat and luggage area with lockers. These improvements have been designed to make the auction process as convenient as possible as the dealer base and volume continues to grow at MAA.

Missouri Auto Auction is an Equal Opportunity Employer. All qualified applicants receive consideration for employment without regard to race, color, religion, sex, national origin, or protected veteran status and are not discriminated against on the basis of disability.

A balance sheet has been attached to this brief history to demonstrate the company's financial strength. The company has been open and successfully operating for 15 years.

b. Experience/Expertise of Offeror

a. *Include a list of auctions, similar in nature and scope, conducted in the past two years. This list should include law enforcement agencies' references complete with names and phone numbers.*

In the past two years, we have had 24 auctions (on the last Friday of each month). Here is a list of consignors who have sold with us that have similar interests to the County of Boone:

- Boone County Family Resources: 4 units sold
  - Laura Cravens: 573-874-1995
- Boone County Fire Protection District: 3 units sold
  - Jeff Scott: 573-447-5000
- Boone County Public Works: 15 units sold
  - Greg Edington: 573-489-7012
- Boone County Sheriff Dept: 22 units sold
  - Capt. Chad Martin: 573-228-4034
- Boone Electric Cooperative: 2 units sold
  - Jim Goodnight: 573-449-4181
- City of Columbia: 130 units sold
  - Mike Guilford: 573-874-6294
- City of Jefferson: 3 units sold
  - Cathy Knaebel: 573-634-6324
- City of Mexico: 1 unit sold
  - Roger Haynes: 573-581-2100
- Cole County Sheriff Dept: 18 units sold
  - Capt. John Wheeler: 573-634-9160
- Madison County Transit: 44 units sold
  - Wayne Gromadski: 618-874-7433
- Warren County: 5 units sold
  - Arden: 636-456-3045

Here are our monthly, repeat consignors:

- Ameren Services: 373 units sold
  - Eric Mill: 314-554-3589
- Century Link: 275 units sold
  - Alan Hollandsworth: 573-808-3596
- OATS: 91 units sold
  - Brian Dawson: 573-443-4516
- Director of Revenue-MODOT: 63 units sold
  - Coleen Welter: 573-690-6743

***b. A personnel list complete with the names, duties and experience of each person to be assigned responsibilities at each auction.***

The team that will be handling the County's auction services, including their qualifications and years of experience, are listed below:



- Kevin Brown
  - Owner/General Manager
  - 15 Years' Experience
- Justin Brown
  - General Sales Manager
  - 9 Years' Experience
- Tyson Hash
  - Operations Manager
  - 14 Years' Experience
- Elizabeth Cherrington
  - Dealer/Equipment Sales Representative
  - 7 Months Experience

MAA's equipment sales team consists of Owner Kevin Brown, General Sales Manager Justin Brown, and Sales Representative Elizabeth Cherrington. This team also works closely with Operations Manager Tyson Hash to detect any problems with incoming equipment that can be altered or fixed before the public auction. When the public auction begins at MAA (occurring the last Friday of every month), it is broadcasted in real-time via pipeline.com, where customers are given the opportunity to buy consigned units worldwide. Proxy bids are also accepted at Missouri Auto Auction from qualified bidders. This helps us to maximize the revenue our customers receive from the sale of their units.

***c. Describe fleet disposal history. Include in detail a recent auction performed for a law enforcement agency. Include a description of the vehicles, the miles on the vehicles, the auction price received for the vehicle and any other relevant information.***

In the previous year, we have sold units for Boone County Sheriff's Department, Boone County Public Works Department and the City of Columbia. Listed below are the date sold, a description of the vehicles, miles on the vehicles, auction price received, and the respective department for each unit.

**Boone County Sheriff's Department:**

Year	Make	Model	Mileage	Price
2001	Chevrolet	Impala	150,822	2,000
2010	Ford	Crown Victoria	106,230	4,000
2010	Ford	Crown Victoria	111,520	4,100
2009	Ford	Crown Victoria	106,170	3,600
2009	Ford	Crown Victoria	102,393	3,500
2009	Ford	Crown Victoria	104,146	3,700
2003	Ford	Crown Victoria	109,556	2,700
1996	Ford	Club Wagon	191,399	800
2004	Ford	Crown Victoria	110,569	2,100
2000	Chevrolet	Lumina	124,151	1,900
2000	Ford	Crown Victoria	130,344	1,600

Boone County Public Works Department:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Price</u>
2002	GMC	Sierra K1500	156,294	1,900
2003	Ford	Explorer	144,723	2,000
2007	Ford	Freestar	114,669	1,100
2003	GMC	Sierra K1500	180,573	2,100

City of Columbia

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Price</u>
1997	Chevrolet	Blazer	52,031	1,300
2002	Chevrolet	C-Series	58,859	8,600
1999	International	4000 Series 4900	63,266	10,250
2005	Toyota	Prius	36,277	7,500
1994	Case	850G Dozer	1445 Hours	28,500
2005	Chevrolet	Silverado K1500	122,456	3,300
2001	Ford	Explorer XLS	74,374	2,000
2003	Ford	Taurus SE	57,386	1,700
2004	Toyota	Prius	39,973	6,500
2003	Ford	Ranger	96,080	5,500
2003	Ford	F150 XL	110,681	1,500
2005	Toyota	Prius	49,511	6,500
2004	Ford	F150	118,930	3,500
2000	Chevrolet	C-Series	62,958	3,500
2001	Chevrolet	C-Series	90,876	3,900
2003	Ford	F350	109,129	4,900
2003	Chevrolet	Impala	104,987	1,600
2004	Ford	Explorer	90,785	3,600
1996	Case	590	5587 Hours	18,000
2005	Chevrolet	Impala	102,497	2,500
2000	Volvo	Xpeditor XLL	10,875	4,250
1999	Crane	Low Entry	118,750	2,500
2002	Ford	F350 Super Duty	44,535	6,500
1998	Deere	410E Backhoe	----	17,000
1999	International	4000 Series 4900	409,987	10,000
2009	Crane	Low Entry	37,282	17,000
2009	Crane	Low Entry	49,419	14,500
2001	Dodge	Ram 1500	97,278	2,700
2009	Komatsu	51PX Bulldozer	8258 Hours	40,000
2008	Ford	F250 Super Duty	135,017	8,100
2005	Chevrolet	Impala	95,057	2,600
2005	Chevrolet	Impala	119,340	2,500
2005	Ford	Explorer	112,562	3,600
2004	Ford	E450 Super Duty	259,589	2,500
2004	Chevrolet	Silverado K2500	121,901	7,400

c. Cost Proposal: *including all administrative percentages and fees to be charged to the County.*

Sale Fee for Each Vehicle	\$150.00
Transportation Fee for Driven Vehicle	\$0.00
Transportation Fee for Hauled Vehicle	Negotiable on a case-by-case basis
Complete Detail with Removal of Decals/Striping (Per Unit)	\$150.00
Construction Vehicle-Wash and Vac	\$40.00
Price of gallon of fuel	\$3.25
Air a flat tire	\$0.00
Patch a flat tire	\$25.00
Battery Installation	\$55.00
Re-Keying Ignition & all locks	\$235.00

*Missouri Auto Auction, Inc.*  
*Balance Sheet*

March 2015

ASSETS

Current Assets

Petty Cash	2,005.00
Checking - Premier General	143,686.33
Checking - Flex Spending Account	1,680.51
Checking - Project Acct	283,840.36
Checking - Car Account	(1,271,275.12)
Car Account Receivables	2,278,365.65
Customer Charges	85,275.68
Exchange	(5,628.93)
Notes Receivable - Col Investments	109,531.40
Notes Receivable - PFS	359,658.24
Notes Receivable - Rangeline Investments	107,204.89
Notes Receivable - Butch's Transport	6,801.67
Inventory	41,404.36
Resale Inventories	1,820.00
Prepaid Insurance	162,938.80
Prepaid Expenses	14,001.00

TOTAL Current Assets

2,321,309.84

Fixed Assets

Leasehold Improvements	1,313,022.52
Furniture & Fixtures	482,597.09
Equipment	192,157.80
Company Cars	94,591.09
Construction in Progress	10,763.12
Accum Deprec - Leasehold Imp	(366,572.96)
Accum Deprec - Furn & Fixture	(235,694.57)
Accum Deprec - Equipment	(72,446.21)
Accum Deprec - Company Cars	(26,702.08)

TOTAL Fixed Assets

1,391,715.80

Other Assets

Other Inv - Auction Edge Stock	100,000.00
--------------------------------	------------

TOTAL Other Assets

100,000.00

TOTAL ASSETS

3,813,025.64

LIABILITIES

Current Liabilities

Trade Payables	90,898.22
Car Account TA Payable	815,260.05
Deferred Income	66,340.00
Note Payable - Gregory Boswell	100,000.00
Notes Payable - MO Emp Mutual	76,729.23
Notes Payable - FSCB	571,824.48
Notes Payable - Arthur J Gallagher	39,071.10
401(K) Withheld	3,014.78
FSA Withheld	498.44
Accrued Property Taxes	9,246.18

TOTAL Current Liabilities		<u>1,772,882.48</u>
TOTAL LIABILITIES		<u>1,772,882.48</u>
	CAPITAL	
Capital Stock	406,443.62	
Capital Paid In Excess of Par	20,300.00	
Distribution	(3,013,476.27)	
Distribution - Kevin Brown	(577,204.71)	
Retained Earnings	4,810,556.10	
Year-to-Date Earnings	393,524.42	
	<hr/>	
TOTAL CAPITAL		<u>2,040,143.16</u>
TOTAL LIABILITIES & CAPITAL		<u><u>3,813,025.64</u></u>

# Missouri Auto Auction, Inc.

## Balance Sheet

December 2014

### ASSETS

#### Current Assets

Petty Cash	2,005.00
Checking - Premier General	32,267.58
Checking - Flex Spending Account	1,620.22
Checking - Project Acct	98,800.93
Checking - Car Account	(810,172.98)
Car Account Receivables	1,672,096.82
Customer Charges	88,995.38
Exchange	(22,465.99)
Notes Receivable - Col Investments	107,486.55
Notes Receivable - PFS	319,658.24
Notes Receivable - Rangeline Investments	115,704.89
Notes Receivable - Butch's Transport	6,669.35
Inventory	50,657.20
Resale Inventories	5,825.00
Prepaid Insurance	102,068.28
Prepaid Expenses	9,578.00

#### TOTAL Current Assets

1,780,794.47

#### Fixed Assets

Leasehold Improvements	1,299,480.02
Furniture & Fixtures	465,079.57
Equipment	169,848.10
Company Cars	128,748.02
Construction in Progress	10,763.12
Accum Deprec - Leasehold Imp	(328,989.02)
Accum Deprec - Furn & Fixture	(207,314.24)
Accum Deprec - Equipment	(64,647.58)
Accum Deprec - Company Cars	(23,755.56)

#### TOTAL Fixed Assets

1,449,212.43

#### Other Assets

Other Inv - Auction Edge Stock	100,000.00
--------------------------------	------------

#### TOTAL Other Assets

100,000.00

#### TOTAL ASSETS

3,330,006.90

### LIABILITIES

#### Current Liabilities

Trade Payables	108,157.10
Car Account TA Payable	569,992.75
Deferred Income	66,340.00
Note Payable - Gregory Boswell	100,000.00
Notes Payable - MO Emp Mutual	7,844.00
Notes Payable - Line of Credit	87,687.67
Notes Payable - FSCB	601,504.89
Notes Payable - Arthur J Gallagher	60,047.10
401(K) Withheld	1,412.62
FSA Withheld	373.15

TOTAL Current Liabilities		<u>1,603,359.28</u>
TOTAL LIABILITIES		1,603,359.28
	CAPITAL	
Capital Stock	406,443.62	
Capital Paid In Excess of Par	20,300.00	
Distribution	(2,957,128.45)	
Distribution - Kevin Brown	(553,523.65)	
Retained Earnings	3,675,273.16	
Year-to-Date Earnings	1,135,282.94	
	<hr/>	
TOTAL CAPITAL		<u>1,726,647.62</u>
TOTAL LIABILITIES & CAPITAL		<u>3,330,006.90</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2014

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 530510 Birmingham AL 35253		<b>CONTACT NAME:</b>	
		<b>PHONE (A/C No. Ex):</b> 205-877-4500	<b>FAX (A/C No):</b> 205-877-4515
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Missouri Auto Auction, Inc. 421 N. Rangeline Rd. Columbia MO 65201		<b>INSURER A:</b> Travelers Excess and Surplus Lines	29696
		<b>INSURER B:</b> Acceptance Indemnity Insurance Comp	21857
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 1200084991

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CG00091373	8/8/2014	8/8/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$0 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$0 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liab.		CG00091373	8/8/2014	8/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Other Than Auto \$1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		ZUP16S4796014NF	8/8/2014	8/8/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Garagekeepers DP*		CG00091373	8/8/2014	8/8/2015	Limit Location 1 1,000,000

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

\*Excludes perils of Windstorm, Hail and Flood.

Location 1: 421 N. Rangeline Rd. Columbia, MO 65201

Certificate holder is an additional insured as regards Garage Liability, subject to the terms, conditions, definitions and exclusions of the policy.

### CERTIFICATE HOLDER

County of Boone Annex  
Purchasing Dept.  
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

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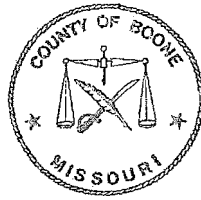
#### 4.1.4 Evaluation

##### 4.1.4.2. Qualifications Statement/References

a. References: *Please provide a list of five government agencies/municipalities for whom you have provided the service proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number and address.*

- Boone County Family Resources: 4 units sold
  - Laura Cravens: 573-874-1995
  - lcravens@bcfr.org
  - 1209 E Walnut  
Columbia, MO 65201
- Boone County Fire Protection District: 3 units sold
  - Jeff Scott: 573-447-5000
  - jscott@bcfdmo.com
  - 2201 I-70 Dr NW  
Columbia, MO 65202
- City of Columbia: 130 units sold
  - Mike Guilford: 573-874-6294
  - mwgulfo@gocolumbiamo.com
  - 701 E Broadway  
Columbia, MO 65201
- Cole County Sheriff Dept: 18 units sold
  - Capt. John Wheeler: 573-634-9160
  - No Email Provided
  - 301 E High St.  
Jefferson City, MO 65109
- Madison County Transit: 44 units sold
  - Wayne Gromadski: 618-874-7433
  - No Email Provided
  - One Transit Way  
Granite City, IL 62040

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL  
FOR  
AUCTION SERVICES FOR SURPLUS VEHICLES  
AND HEAVY EQUIPMENT

RFP #15-24APR15  
Release Date: March 24, 2015

Submittal Deadline:  
April 24, 2015  
not later than 1:30 p.m. Central Time

Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201

Cheli Haley, Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment**

**ADDENDUM #1 - Issued April 9, 2015**

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

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

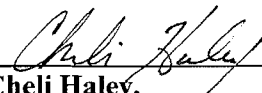
1) The County received the following questions and is providing a response:

**a. How many vehicles/equipment are surplused yearly?**

**Response:** Approximately 10 to 15 vehicles are sent to auction each year, and the majority surplused are four door cars.

**b. Is the tabulation for the previous RFP available for viewing?**

**Response:** Yes, please see our website at [www.showmeboone.com](http://www.showmeboone.com). Navigate to the Purchasing page and select "Bid Files 2010." In the County Bid Tabulations – 2010 column select "10-23MAR10 – Auction Services for Surplus Vehicles."

By:   
Cheli Haley,  
Buyer

OFFEROR has examined **Addendum #1** to Request for Proposal# 15-24APR15 – Auction Services for Surplus Vehicles and Heavy Equipment, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR AUCTION SERVICES FOR SURPLUS VEHICLES AND HEAVY EQUIPMENT

**RFP #15-24APR15**  
**Release Date: March 24, 2015**

**Submittal Deadline:**  
**April 24, 2015**  
**not later than 1:30 p.m. Central Time**

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201

**Cheli Haley, Buyer**  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

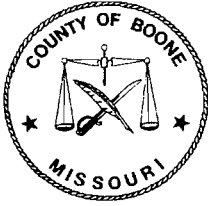
**PROPOSAL #: 15-24APR15 – Auction Services for Surplus Vehicles  
and Heavy Equipment**

Sealed proposals will be accepted until **1:30 p.m. on Friday, April 24, 2015** in the Boone County Purchasing Office, Boone County Annex Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390, e-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org), or from our web page at <http://www.showmeboone.com>.

Cheli Haley  
Buyer

Insertion: Tuesday, March 24, 2015  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M.**, Central Time, on **Friday, April 24, 2015** to:

Boone County Purchasing Department  
Cheli Haley, Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201

- b) The County will not accept any proposals received after **1:30 P.M.** and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly at **1:30 p.m. on April 24, 2015** but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

2.1.1 This document constitutes a request for sealed proposals for **Auction Services for Surplus Vehicles and Heavy Equipment** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page

### **2.2. Guideline for Written Questions:**

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 p.m., Friday, April 17, 2015**. All questions must be mailed, faxed, or e-mailed to the attention of Cheli Haley, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Cheli Haley, Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

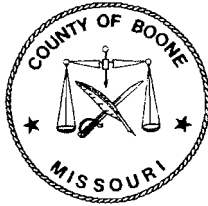
2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

**2.3. Timeline:** The County anticipates a contract award following evaluation of the proposal responses within 60 days from the RFP opening date. Services will be

used as needed throughout the contract term. This date is provided for informational purpose and may change as requirements dictate.

- 2.4. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County's proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.





### **3. SCOPE OF SERVICES**

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as the *County*, requests proposals from auction firms or individuals acting as a representative for auction firms for periodic turnkey auction of surplus vehicles and heavy equipment from all Boone County Departments. Please note that most vehicles will be surplus from the Public Works Department and Sheriff's Department. The County anticipates selling at least nine (9) vehicles/equipment during the first year of the contract.

#### **3.2. Background Information:**

##### **3.2.1. Background**

Boone County currently has a contract with Missouri Auto Auction that will expire on June 30, 2015. Missouri Auto Auction auctions the County's surplus vehicles and heavy equipment at its facility located in Columbia, Missouri. Part of the current disposal process involves one of their representatives picking up the surplus vehicles and equipment, providing stripe/decal removal, detail of vehicles, re-keying ignition and all locks, and if needed, flat repair and new battery installation.

3.2.2. Additional information about this contract can be obtained from the following internet web site at: <http://www.showmeboone.com>.

3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

#### **3.3. General Requirements:**

The Contractor shall meet the following criteria:

- a. Provide comprehensive turnkey auction services.
- b. Have adequate secured facilities to handle a large quantity of vehicles and equipment and the anticipated crowd of potential buyers.
- c. Have regularly (pre) scheduled auctions.
- d. Be able to separately track and account for County's vehicles and equipment.
- e. Have recognition, affiliation, or accreditation as an auction firm.
- f. Have extensive advertisement capabilities and database for County's surplus.
- g. Auctioneers must be licensed.

- h. Auction shall be licensed with the State of Missouri to provide the above services.
- i. Auction firm shall have the ability to “no sale” vehicle/equipment if the high bid is not acceptable or within reason.
- j. Have sufficient staff to pick up at least nine (9) vehicles/equipment at once in coordination with a county representative to go through a pick up checklist.
- k. Hold equipment auctions that include construction equipment in the sale inventory.

**3.4. Specific Requirements:**

a. The County will furnish Contractor with an itemized list of surplus vehicles and equipment to be auctioned and the date when such vehicles/equipment will be available for pickup from the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202 or the Boone County Public Works Department, 5551 Tom Bass Road, Columbia, MO 65201. The County cannot guarantee any minimum number of vehicles or equipment prior to conducting public auction sales. The County reserves the right to add or delete vehicles and equipment from this list.

b. **Location:** The auctioning of County’s vehicles and equipment will be held at/on the Contractor’s auction premises.

c. **Transportation and Fees:** Contractor shall be responsible for the safe transportation of surplus vehicles and some equipment (at the County’s discretion) to the auction site or storage area at no additional charge to the County for a certain fee of the gross sales for each auction for vehicles or equipment. It is the responsibility of the Contractor to ensure that any subcontractor with whom they enter into an agreement with for the transporting of County’s vehicles/equipment to have adequate insurance coverage and meet all local, state, and federal regulations.

d. **Decal/stripe removal & detailing:** The Contractor shall provide decal removal services for all vehicles with the exception of those from the Public Works Department, and clean/detail the entire vehicle from all Boone County Departments. An example of the stripe/decal to be removed from the vehicles can be found on the Sheriff’s Department home page at: <http://boonecountymmo.org/sheriff/> (the cleaning requirements are specified on the pricing page of this RFP). Contractor bears the responsibility of all decals and markings being removed from the vehicle prior to sale. This shall include any residue left behind from decals that would still associate the vehicle with Boone County (i.e. paint fade from decals, adhesives in the shape of decals). County reserves the right to inspect vehicles as deemed necessary after cleaning and before auction.

e. **Minimum Bids:** Contractor shall work with the County to set and honor minimum bids on vehicles/equipment.

f. **Additional Charges:** There will be no additional charges to the County other than the fees stated in the Request for Proposal.

g. **Net Return:** Contractor shall endeavor to secure the highest prices possible for the County's surplus vehicles/equipment.

h. **Equipment, Tools, Materials, and Supplies:** Contractor shall furnish all equipment, tools, materials, and supplies and other services necessary for the services described in this RFP.

i. **Merchantability of Vehicles:** Contractor shall provide sufficient gasoline/diesel and repair flat tire(s) and change battery (ies) at cost to assure that each vehicle will operate when offered for sale. Contractor shall not, without the County's prior written approval, perform any additional repairs to the vehicles or equipment. Contractor shall notify the appropriate County representative at the time of pick up of any defect in the vehicle/equipment causing any charges to be incurred by the County under this contract.

j. **Administrative:** Contractor shall be responsible for the advertising, cataloging, and labeling of vehicles and equipment, registering bidders, providing security, payment collections, detailed listing of auction transactions (to include lot number, description of vehicles/equipment sold, sale price, etc), and overall auction process including recommendations to improve the value of surplus property prior to auctioning.

k. **Payment and Paperwork:** Contractor shall be responsible for collecting all payments, including sales taxes where applicable, for all equipment sold by Contractor pursuant to this agreement. All revenue due to the County will be forwarded to either the Sheriff's Department or Public Works Department depending on the origin of the vehicle within ten (10) working days of the auction along with the following reports:

- 1) Sales results sheet of items with purchase price and commission.
- 2) Contractor shall complete any forms required by the Department of Motor Vehicles to properly conduct the auction and transfer ownership/title. Paperwork shall be the sole responsibility of the Contractor.

l. **Storage:** Contractor shall provide secure storage of all County's vehicles and equipment. Contractor shall provide such storage space at this facility until vehicles are sold.

m. **Bidder Pool:** To ensure that a large bidder pool is maintained, the County's vehicles shall be auctioned with other merchandise from other entities.

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

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

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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 \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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

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

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

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

### **3.5. SPECIAL CONDITIONS**

3.5.1. Proposal response information must be provided that addresses the required information in section 4.1.3. of this RFP.

3.5.2. **Contract Term:** The initial contract period will be from **July 1, 2015 through June 30, 2016**. The contract may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.

3.5.3. **Non-Exclusive Contract:** The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase same or like services from other sources as the County deems necessary and appropriate.

3.5.4. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.5.5. **Cancellation of Contract:** The County reserves the right to cancel the resulting contract with or without cause with written notice to the Contractor.

3.5.6. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. RESPONSE TO PROPOSAL

##### 4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Cheli Haley, Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on April 24, 2015**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**4.1.3. Evaluation and Award Process:**

4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:



a. **Method of Performance** – a. A written plan that includes as much detail as possible, outlining how the required services are to be provided. b. Plan for advertisement of auction, including distribution area. c. Document the buying audience you have attracted for previous auctions. d. Documentation and/or statement as to why your company will provide the best price for the County’s surplus property.

b. **Experience/Expertise of Offeror:** a. Include a list of auctions, similar in nature and scope, conducted in the past two years. This list should include law enforcement agencies’ references complete with names and phone numbers. b. A personnel list complete with the names, duties and experience of each person to be assigned responsibilities at each auction. c. Describe fleet disposal history. Include in detail a recent auction performed for a law enforcement agency. Include a description of the vehicles, the miles on the vehicles, the auction price received for the vehicle and any other relevant information.

c. **Cost Proposal:** including all administrative percentages and fees to be charged to the County.

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed service at a designated Boone County location or other site. Attendance cost shall be at the Offeror’s expense. All arrangements and scheduling will be coordinated by the County.

**4.1.4. Evaluation:**

4.1.4.1. Experience and reliability of the Offeror’s organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror’s organization and any proposed subcontractors which are similar to the requirements of this RFP.

a. **References:** Please provide a list of five government agencies/municipalities (preferably Law Enforcement, County and preferably in Missouri) for whom you have provided the service proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number, and address.

- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 4.1.4.7. Each Offeror must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item may be interpreted as non-compliance. The Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

#### **4.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County. The County will take into account the relative importance of commissions offered and other evaluation factors set forth in the RFP. Therefore, in selecting a Contractor, the County will not rely exclusively on commission offering in awarding a contract.

Withdrawal of Proposals: Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**4.1.6. Validity of Proposal Response:**

Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

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

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

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

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

5.1. Complete the following:

Sale & Transportation Fee for Each Vehicle/Equipment: \$ \_\_\_\_\_

Detail pricing per vehicle:

Vehicle - Complete Detail with Removal of Decals/Striping: \$ \_\_\_\_\_

Shall include: steam cleaning of the engine; remove exterior logo, decals, and striping; wash and buff the exterior of the vehicle; shampoo and vacuum the interior of the vehicle (i.e. sheriff's vehicle)

Construction Vehicle - Wash and Vac: \$ \_\_\_\_\_

Shall include: wash the exterior and vacuum the interior of large trucks (i.e. dump trucks).

Other Expenses as needed:

Fuel: \$ \_\_\_\_\_/Gallon

Flat Repair per tire: \$ \_\_\_\_\_/air \$ \_\_\_\_\_/patch

Battery Installation: \$ \_\_\_\_\_

Re-Keying Ignition & all locks: \$ \_\_\_\_\_

5.2. Provide the value of what a 2010 Ford Crown Victoria with 100,000 miles brought at a recent auction within the last six months: \$ \_\_\_\_\_

5.3. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

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

**Organization:** \_\_\_\_\_

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

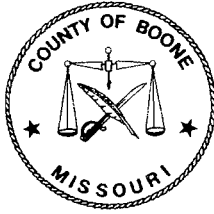
\_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

\_\_\_\_\_

**Fax:** \_\_\_\_\_



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**"No Bid" Response Form**

Cheli Haley, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"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: 15-24APR15 – Auction Services for Surplus Vehicles  
and Heavy Equipment**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Submitting Proposal Response :

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

Cheli Haley  
Buyer



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

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### 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.**

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

County of \_\_\_\_\_ )  
                                      )ss  
State of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

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

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

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

**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 Certification of Individual Bidder (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 Contract)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

---

Date



Boone County Purchasing  
613 E. Ash, Room 109  
Columbia, MO 65201

### *Standard Terms and Conditions*

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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.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 26th day of May 20 15  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached New Roadway Construction Final Report for Silver Brook Road - Brookfield Estates Plat 4 for County Maintenance.

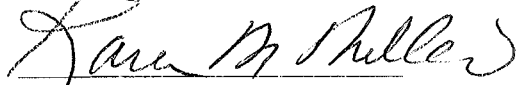
Done this 26th day of May, 2015.

ATTEST:

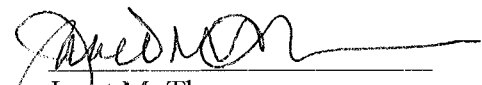
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

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

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

---

May 4, 2015

Boone County Commission  
801 E. Walnut, Rm. 245  
Columbia, MO 65201

RE: Roadway Acceptance – Silver Brook Road

Dear Commissioners,

Please find attached for your consideration for roadway maintenance acceptance, New Roadway Construction Final Reports, for the following road:

Silver Brook Road – Brookfield Estates Plat 4

Sincerely,

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

Dan Haid, P.E.

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 4-23-15

Date letter requesting acceptance received: \_\_\_\_\_

Development

Name: Brookfield Estates Plat 4

Roadway Name: Silver Brook Road Sheet \_\_\_\_\_ of \_\_\_\_\_  
(If more than one roadway, fill out a separate form for each road.)

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface Concrete

Roadway Width 30'  
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material N/A

Length of Roadway 383' ROW Width 50'

Cul-de-sac surface N/A Radius N/A

Sidewalks: Yes  No  Curb & Gutter: Rollback  Barrier  None

Comments: \_\_\_\_\_



Supervisor's Signature

5-4-15

Date




February 15, 2011

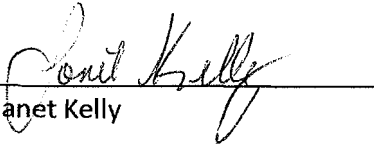
Derrin Campbell  
801 E. Walnut, Room 315  
Columbia, MO

RE: Silverbrook Rd possession and maintenance

Derrin,

As the property owners of the land on the north side of Silverbrook Road at the intersection of Silverbrook and Blake Drive in the Brookfield Estates Subdivision, we request that public works of Boone County accept the portion of Silverbrook road as is that is on our land and take possession of and maintain Silverbrook road to the dead end.

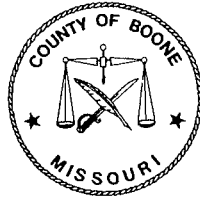
  
Mike Kelly

  
Janet Kelly

See attached plat map







**ROAD AND BRIDGE ADVISORY COMMITTEE  
BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut Street, Columbia, Missouri 65201  
(573) 886-4480**

**Minutes**

**5:30PM**

**Thursday, January 8, 2015**

**Minutes**

- I. **The meeting** was called to order by Tom Satalowich at 5:30 pm, Thursday, January 8, 2015, in the Commission Chambers of the Boone County Government Center, 801 East Walnut Street, Columbia, Missouri.
  
- II. **Roll Call:**
  - a. **Members Present:**
    - Mr. David Frech, Three Creeks Township
    - Mr. Steven Spellman, Rocky Fork Township
    - Mr. Derin Campbell, P.E., Chief Engineer of Resource Management
    - Mr. Thad Yonke, Planning and Building Inspection
    - Dr. Tom Satalowich, Rock Bridge Township
    - Mr. Daniel Atwill, Commission
  - Members Absent:**
    - Mr. Josh Lehman, Missouri Township
  - b. **Guests Present:**
    - Justin Towe
    - Tim Crockett
  - c. **Staff Present:** Kelle Westcott, Recording Secretary
  
- III. **Approval of Minutes:** No minutes were reviewed as the most recent meeting with an agenda was November of 2012.
  
- IV. **Variance Request:**

Request Number 1 presented by Justin Robert Towe

This request is for the County to assume maintenance of the dead end section of East Silver Brook Rd. The remainder of the road is currently maintained by the County.

Initially relied on the builder and then Mike Kelly to correct problems with the road so the County would assume maintenance and found out at the Home Owners Assn meeting when discussing the County's planned project that they had not done so. Justin would like to have this section of road accepted by the County prior to the resurfacing project so their area could be included in the project plans. As he understands it the road is dedicated for public use but not accepted for maintenance by the County so if something goes wrong with the road it is up to him and his neighbor to take care of it. David asked if he lived on the stub and Justin pointed to a picture to show his house on the stub and his neighbor's house across the street. That clarified the stub is the only section of road that is under discussion the remainder of the road has all ready been accepted for maintenance. Dr Satalowich asked for the staff recommendation. Derin stated the staff recommends approval of the request with the condition that 2 panels be replaced by June 1, 2015 so they are complete in time for the County to do the resurfacing project. Dr Satalowich asked Mr Towe if he was okay with that and Justin responded that is what he figured they would have to do. David asked what are the two panels? Justin explained is where there is a crack in the pavement, or that pieces of the pavement are bad. Justin says the crack is 6 to 7 feet long and 3 feet on the inside. Also said there had been discussion about not replacing the entire panel but replacing the section or area around because going over. Went on to say if replace the whole panel talking a about a 9x9 or a 10x10 area. He thinks  $\frac{3}{4}$  to  $\frac{4}{5}$  of the panel is in great shape. Dr Satalowich asked if there were other questions. Member asked if the panels are 2 big pieces and that Mr Towe is saying just a corner. Referred to a picture to see where/what talking about. Steven stated staff is suggesting to replace 2 10x10 panels and Justin responded no he thinks there is just one. Derin stated there are two because the crack goes through the joint. Mr. Towe does not believe it does. Justin believes there was discussion that it would be easy to fix because the crack begins and ends at the joint without going across. Steven reiterated staff is saying two panels and resident is saying part of one that is messed up. Dr Satalowich asked if the resident and staff could work out the discrepancy on the amount to be replaced and Justin responded I hope so. That stated if a variance is recommended and the County Commission approves it that way; the variance can be written with a condition that has some "work it out" flexibility. Derin remarked that what staff is recommending is what we would do if it was a County road and we were fixing. That said that is one of the reasons the road was not accepted previously. Went on to explain that a road is created in two steps; 1<sup>st</sup> plat creates the road and the right of way and dedicates to public use – this road meets these qualifications so is  $\frac{1}{2}$  way there; 2<sup>nd</sup> is the road must be constructed to County standards to be accepted for maintenance and that is where this falls short because the original punch list was never completed. Dr Satalowich confirmed that staff recommends approval of the variance and Derin responded yes with the condition.

\*Steve made Motion: If staff & presenting home owner can come to agreement about what pieces of pavement need to be replaced by June 1 then board agrees to the variance.

\* Motion passed unanimously.

Request Number 2 presented by Tim Crockett, PE of Crockett Engineering Consultants on behalf of Fred Overton Development, LLC

This request has three parts a) street width, b) avoid building temporary turn a rounds & c) build some roads inside the development with a lower k value. To avoid confusion it was decided that the board would hear, discuss and vote on each variance separately.

- A) Street width: reduce street width around “eyebrows” & “teardrops” from 32 feet to 28 feet. Adds green space in the community. To do this the County has asked that the subject roads be 1 way traffic. Dr Satalowich asked for the staff recommendation. Derin stated staff recommends approval with the conditions of 1 way traffic and no parking on one side. Steve asked about snow removal & Derin responded that and fire access is why we are asking for no parking on one side. There was a motion to approve, motion was seconded and passed with unanimous approval.
- B) Temporary turn a rounds: Regulations state must build temporary turn a rounds when stub is in excess of 100 ft or serves more than 2 lots in depth – this would be like a gravel cul-de-sac. Asking for the variance because stub is barely over the 100 ft, they would also have to install a temporary culvert and does not believe large vehicles like buses & trash trucks use the turn a rounds because the turn a rounds become rough & rutted. Thad added this request pertains to roads within their planned subdivision, only arises because of development phasing and is not and does not impact another persons property. Tim replied yes, this is internal to the development and the stubs are extended in the next phase of the development. David asked how many houses would be in the 100 ft area and Tim stated 2, one on each side. Tim also showed a photo of the OM4 marker the developer would install to mark the dead end. Dr Satalowich asked for the staff recommendation and Derin replied approval of the request with the condition the developer install and maintain the OM4 signs. There was a motion to approve, motion was seconded and passed with unanimous approval.
- C) Lower k-value on specific residential streets within subdivision: Tim explained that a k-value is the comfort level of a vertical curve in a street – when you go down & back up. County has a standard of 40 and developer feels this is excessive for the residential neighborhood. They would like to reduce to 19 for a few locations and 1 location to 15. Doing so will not affect functionality of street, it will reduce speed on the street, it will not increase the cost for the County to maintain the street, will not cause a safety issue. Another reason to meet certain k-value criteria is to have vehicle headlights illuminate in advance of the vehicle. To compensate for the forward illumination vehicles will lose with the lower k-value the developer will install street lights to provide additional lighting. Dr Satalowich asked for the staff recommendation and Derin responded approval with the condition the street lighting is installed. David asked where on the map are the spots they are requesting to lower the k-value on. Tim stated there are several locations, but they do plan to get the 40 any place possible. Steve asked

for an example for 40 versus 20 and what does it mean? Tim gave an example of on his street and discussed that a 40 is flatter than a 10. The request is to make the curve more noticeable – does not equate to the suggested speed for a road. Thad brought up that the staff recommendation letter stated if the roads are built with the lower k-values but the lighting is not installed that this could impact the County accepting these roads for maintenance. Thad stated this is not an option as the plat was not approved to have private roads so if the roads are built with the lower k-value the street lighting must installed. The street lights will have to be installed when the roads are built and before the plat will be recorded. There was a motion to approve, motion was seconded and passed with unanimous approval.

V. **Old Business:** There was no old business

VI. **New Business:** Thad stated we might have a meeting next quarter

VII. **Adjourn**

Derin moved to adjourn the meeting. David seconded. The meeting adjourned at approximately 6:00 pm

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the

26th

day of

May

20

15

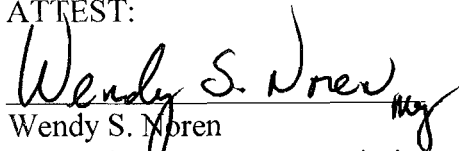
the following, among other proceedings, were had, viz:

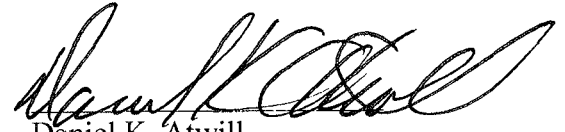
Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement with David O. Dunford for Construction Administration & Consulting Services for Battle High School Tower Site.

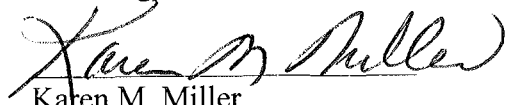
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 26th day of May, 2015.

ATTEST:

  
Wendy S. Moren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



229-2015



**Boone County – Agreement for  
Battle High School Radio Tower  
Construction Consulting Services**

THIS AGREEMENT dated the 26<sup>th</sup> day of May 2015, is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County” and **David O. Dunford**, herein “Consultant.”

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

1. **Project Description.** Consultant will provide all necessary consulting services and construction administration services for the construction of a 170’ communications tower at the designated site on Columbia Public Schools property near Battle High School (Battle site).
2. **Contract Documents.** The agreement between the parties shall consist of this Consulting Services Agreement, the Equipment Configuration for Proposed BHS site updated 4-21-2015, and the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014. In the event of conflict between any of the foregoing documents, this Consulting Services Agreement shall prevail and control over the other incorporated documents.
3. **Radio Consultant Basic Services.** In order to facilitate the construction of the 170’ tower at the Battle site, Consultant agrees to provide the following services as basic services under this Agreement:
  - a. Coordinate with planning authorities and file owner site applications;
  - b. Coordinate with the County’s Purchasing Department;

- c. Assist in the preparation of bid specifications for all items that are to be bid, with the County's Purchasing Department to determine the appropriate procurement process for each item purchased (RFB, RFP, etc.), including a requirement that workers entering the site have been appropriately background-screened per the County's agreement with the Columbia Public Schools;
- d. Participate in all pre-bid conferences;
- e. Participate and provide written recommendations as part of the evaluation of all bid responses;
- f. Coordinate with regulatory agencies, prepare, and file any necessary paperwork;
- g. Coordinate and provide construction administration services with any contractors, to include but not be limited to, the following: reviewing and approving invoices submittals for compliance with contractual terms, performance requirements, and allowable amounts as part of a recommendation for payment.
- h. Provide technical support for the project and related disciplines;
- i. Attend project meetings as needed;
- j. Coordinate with the County Auditor's office for budget tracking for the project;
- k. Assist in the preparation of a final reimbursement invoice to be submitted by the County to Columbia Public Schools for a reimbursement of the cost of construction of the tower, shed, and compound per the County's agreement with the Columbia Public Schools.

4. **Special Agreement on Purchasing.** Consultant agrees that all procurements will be first approved by Boone County Commissioner Karen Miller as the Commission Liaison for this project.

5. **Compensation.** County will pay Consultant at a documented, hourly rate of Sixty Dollars (\$60.00) per hour with a total contract not-to-exceed amount of Nine Thousand Dollars (\$9,000.00) for the basic services outlined in this Agreement. All services rendered in connection with this tower construction project shall be considered basic services unless the parties mutually agree otherwise in writing. Reimbursable expenses shall be handled as per the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, and shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00) for work under this Agreement unless otherwise agreed to by the parties in writing.

6. **Insurance.** Consultant will carry insurance coverage as provided for in the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 at all times services are being rendered under this Consulting Services Agreement.

7. **Termination.** Termination of this Agreement will be handled as per the provision of the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014.

8. **Governing Law / Venue / Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

9. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

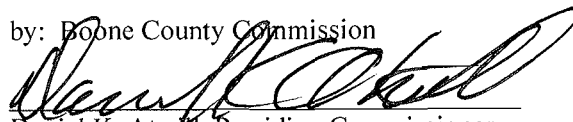
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**DAVID O. DUNFORD**

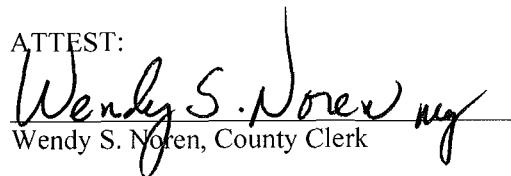
  
\_\_\_\_\_  
Dave O. Dunford

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

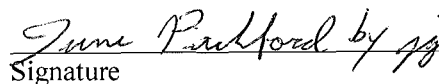

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
CJ Dykhouse, County Counselor

**AUDITOR CERTIFICATION**

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

 by  05/19/2015 TBD  
Signature Date Appropriation Account

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 15

County of Boone

26th

day of May

20 15

In the County Commission of said county, on the

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


Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Denise Stillson	Board of Health	May 1, 2015 through April 30, 2018


Done this 26th day of May, 2015.

ATTEST:


  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill

Presiding Commissioner

  
 Karen M. Miller

District I Commissioner

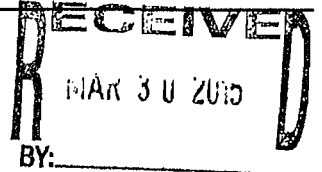
  
 Janet M. Thompson

District II Commissioner



# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM



Board or Commission: Board of Health Term: 3 year

Current Township: Columbia Township, Boone County Today's Date: 03-25-15

Name: Denise Skillson

Home Address: 7902 Hwy 40 W

City: Columbia Zip Code: 65202

Business Address: 4000 Derby Ridge Drive

City: Columbia Zip Code: 65201

Home Phone: (573) 239-4834 Work Phone: (573) 214-3270

Fax: \_\_\_\_\_ E-mail: dcharmaine1@gmail.com

Qualifications: I am a former critical care nurse. Graduated from Sinclair School of Nursing with a BSN. After working over a decade as a nurse left the profession to advocate for community/society's health via other means; written my 1<sup>st</sup> book r/t decline of America's health, titled The Advocate. Former competitive bodybuilder, currently working w/client on health and nutritional habits; also employed with CPS working with autistic children. Becoming more involved with autism awareness & education.

Past Community Service: School and Church volunteer, assisting on various committees as needed, Religious Ed teacher, PTA member, Volunteer w/ my daughter's Girl Scout Troop; spearheaded group overseeing a community garden donating over 200 lbs to WICC last two years.  
Currently <sup>begin</sup> working w/ non-profits to promote both the awareness of autism and non-GMO <sup>& pesticide</sup> education, are two issues that go hand in hand. Currently chairwoman on BOH organizing and planning GMO Educational Forum for the Fall.

References:

Jane O'Toole attorney (573) 397-5426 janieoole@yahoo.com  
John Adams chiropractor (573) 445-4811  
Joseph Cardello Physician's Asst. (405) 204-8463 jcardello12@Hughes.net  
Greg Bodin Minister/Head Chaplain (763) 581-2361

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Denise Stillson  
Applicant Signature

Return Application  
To:

Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution