

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of January

20 17

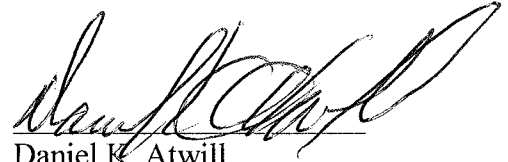
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 505 W. Timothy Court, parcel #11-606-14-01-068 00 01

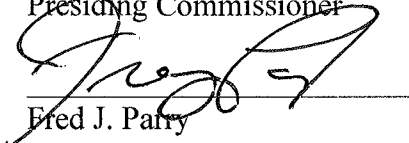
Done this 24th day of January, 2017.

ATTEST:

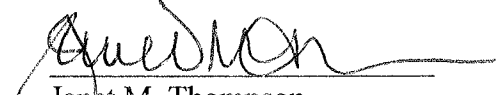
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	January Session
505 W. Timothy Court	)	January Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>34-2017</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 24<sup>th</sup> day of January 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage, tires, discarded furniture and other refuse on the premises.
4. The location of the public nuisance is as follows: 505 W. Timothy Court, a/k/a parcel# 11-606-14-01-068.00 01, Section 14, Township 49, Range 13 as shown in deed book 0530 page 0833, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, tires, discarded furniture and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 22<sup>nd</sup> day of December to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

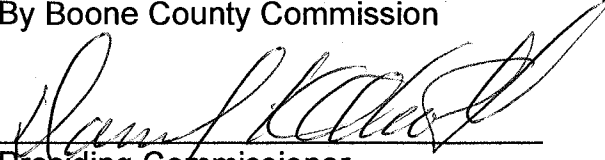
**Order For Abatement Chargeable As a Special Assessment To The Property**

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


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

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

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 1/6/17 @ ~ 3:30 pm  
505 W. Timothy Court





Photographs taken 1/6/17 @ ~ 3:30 pm  
505 W. Timothy Court



Dennis L. and Connie I. Welty  
505 W. Timothy Court  
Health Department nuisance notice - timeline

- 12/09/16: citizen complaint received
- 12/12/16: initial inspection conducted
- 12/12/16: notice of violation sent to owner, return receipt requested
- 12/22/16: owner signed for notice
- 01/06/17: reinspection conducted – violation not abated - photographs taken at ~ 3:30 pm
- 01/09/17: hearing notice sent



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Dennis L. and Connie I. Welty  
7124 N. Moberly Drive  
Columbia, MO 65202-6520

An inspection of the property you own located at 505 W. Timothy Court (parcel # 11-606-14-01-068.00 01) was conducted on December 12, 2016 and revealed junk, trash, rubbish, garbage, tires, discarded furniture and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, January 24, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 9th day of January 2017 by MD.

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



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

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

Dennis L. and Connie I. Welty
7124 N. Moberly Drive
Columbia, MO 65202-6520

An inspection of the property you own located at 505 W. Timothy Court (parcel # 11-606-14-01-068.00 01) was conducted on December 12, 2016 and revealed junk, trash, rubbish, garbage, tires, discarded furniture and other refuse on the premises.

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

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

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12th day of December 2016 by mn.

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

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ **6.46**

Sent To **Dennis & Connie Welty**  
 Street and Apt. No., or PO Box No. **2124 N. Moberly Dr.**  
 City, State, Zip+4® **Columbia MO 65202**

PS Form 3800, April 2015, PSN 7530-02-000-9047 See Reverse for Instructions

*Handwritten: AMN.EH XKV*

*Postmark: COLUMBIA MO DEC 12 2015*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>C Ludeman</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <b>C LUDEMAN</b> C. Date of Delivery <b>12/22</b></p>
<p>1. Article Addressed to:</p> <p><i>Dennis &amp; Connie Welty</i>  <i>2124 N. Moberly Dr.</i>  <i>Columbia, MO 65202</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p><b>7016 0910 0001 2240 9260</b></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>



Jan 11, 2017 1:49:50 PM CST

File Edit Commands Help

SUNWARD PUBLIC SECTOR  
NavLine

6907

- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6907 Status: Open Entity: City of Columbia  
 Description: 505 Timothy Ct.  
**Comments**  
 Lots of junk and debris all over the place.

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<p><b>Call Details</b></p> <p>Call type: CE-County Nuisance        Entry date/time: 12/09/2016 10:31:33        Entry user ID: Niles, Michelle M Health -        Origin:        Work group: Environmental Health</p>	<p><b>Contact Information</b></p> <p>Q Contact ID: 154830        Contact name: Undefined        Q From phone: (573) 555-5555        Customer:        Location:        Service:</p>
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<p><b>Call Assignment/Notification</b></p> <p>Contact notification: Call back        Notification date:        Email updates: No        Notification user:        Forward to user: Vellema, Kristine - Health E</p>	<p><b>Close Information</b></p> <p>Close date/time: 00:00:00        Close user:        Elapsed time:        Action taken:</p>
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Print  
 Cancel  
 Exit  
 Refresh  
 Toggle Inform...  
 Contact Inquiry



- 6914
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6914 Status: Open Entity: City of Columbia  
Description: 505 W. Timothy Ct.

**Comments**

Tom O'Sullivan 228 4036 reported this property has lots of trash, furniture and junk

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 01/06/2017 13:51:13  
Entry user ID: Niles, Michelle M Health -  
Origin:  
Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
Q Contact name: Undefined  
Q From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health B

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



**Boone County Assessor**

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

Office (573) 886-4270  
 Fax (573) 886-4254  
 Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 11-606-14-01-068.00 01

**Property Location** 505 W TIMOTHY CT

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

**Owner** WELTY DENNIS L & CONNIE I  
**Address** 7124 N MOBERLY DR  
**City, State Zip** COLUMBIA, MO 65202 - 6520

**Subdivision Plat Book/Page** 0010 0194

**Section/Township/Range** 14 49 13  
**Legal Description** BON-GOR LAKE ESTATES BLK 5  
 LOT 53  
**Lot Size** 137.95 x 132.20  
**Irregular shape** Y  
**Deed Book/Page** 0530 0833

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	17,900	71,200	89,100	RI	3,401	13,528	16,929
<b>Totals</b>	<b>17,900</b>	<b>71,200</b>	<b>89,100</b>	<b>Totals</b>	<b>3,401</b>	<b>13,528</b>	<b>16,929</b>

**Most Recent Tax Bill(s)**  
**Residence Description**

<b>Year Built</b>	1974		
<b>Use</b>	SINGLE FAMILY (101)		
<b>Basement</b>	FULL (4)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	4	<b>Main Area</b>	1,276
<b>Full Bath</b>	1	<b>Finished Basement Area</b>	616
<b>Half Bath</b>	1		
<b>Total Rooms</b>	11	<b>Total Square Feet</b>	1,892

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Boone County, Missouri

Unofficial Document

WARRANTY DEED

833

Filed for record on May 10, 1985 at 9:17 o'clock A.M. in Boone Co. Mo.  
Document No. 530 recorded in Book 530, p. 833, Bettie Johnson, Recorder of Deeds.

This Deed, Made and entered into this 1st day of May nineteen hundred and Eighty Five, by and between COMMUNITY FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized under the laws of the United States of America, with its principal place of business in the County of St. Louis, State of Missouri, party of the first part, and Dennis L. Welty and Connie I. Welty, Husband and Wife 53 Bon Gor Lake Estates Columbia, MO

of the County of Boone, State of Missouri parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Hundred Dollars and other valuable considerations paid by the parties of the second part, the receipt of which is hereby acknowledged, do by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto the said parties of the second part, the following described Real Estate, situated in the County of Boone, and State of Missouri, to-wit:

Lot Fifty-three (53) of BON-GOR LAKE ESTATES, Block #5 as shown by plat recorded in Plat Book 10 at Page 194, Records of Boone County, Missouri

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to the heirs and assigns forever.

The said party of the first part hereby covenanting that it and its successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said parties of the second part, and to the heirs and assigns forever, against the lawful claims of all persons claiming by, through or under party of the first part but none other, excepting, however, the general taxes for the calendar year 1985 and thereafter, and the special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Senior Vice President and its corporate seal attested by its Assistant Secretary to be hereunto affixed.

ATTEST: John R. Lowry  
Assistant Secretary

COMMUNITY FEDERAL SAVINGS & LOAN ASSOCIATION  
By J. Michael McGannon Senior Vice President

\_\_\_\_\_  
PURCHASER  
\_\_\_\_\_  
PURCHASER  
\_\_\_\_\_  
PURCHASER  
\_\_\_\_\_  
PURCHASER

STATE OF MISSOURI, }  
County OF Audrain } S.S. On this 1st day of May 1985  
before me appeared J. Michael McGannon to me personally known,  
who being by me duly sworn, did say that he is the Senior Vice President of Community Federal Savings & Loan Association, a Corporation of the United States of America, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said J. Michael McGannon acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Audrain, State of Missouri, this 10th day of May, 1985.  
Ginny Northcutt  
Ginny Northcutt Notary Public  
My term expires April 5, 1986

CFSL C-279A, REV: 08/81

Boone County, Missouri  
Unofficial Document

STATE OF MISSOURI  
COUNTY OF

} SS:

On this

day of

19 834

before me personally appeared

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

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

State of Missouri }  
County of Boone } Sec.

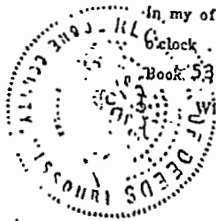
I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record

in my office on the 10 day of May, 1985 at 9

o'clock 17 minutes A.M. and is truly recorded in

Book 530 Page 833

Witness my hand and official seal on the day and year aforesaid.



Bette Johnson, Recorder

by Lena Garrett Deputy

LENA GARRETT

WARRANTY DEED

FROM

TO

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of January

20 17


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

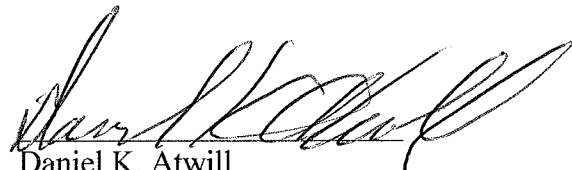
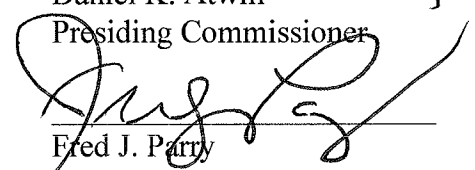
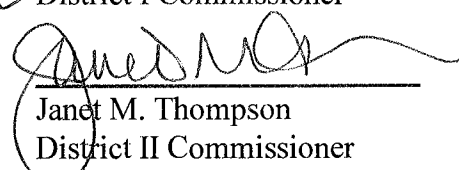
Now on this day the County Commission of the County of Boone does hereby award bid 56-28DEC16 – Fire Extinguisher Inspection and Maintenance Term and Supply to Korsmeyer Fire Protection.

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 for Fire Extinguisher Inspection Services.

Done this 24th day of January, 2017.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

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

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash St, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: January 12, 2017  
RE: 56-28DEC16 – Fire Extinguisher Inspection and Maintenance Term and Supply

The Bid for Fire Extinguisher Inspection and Maintenance Term and Supply closed on December 28, 2016. Three bids were received. The bid evaluation was based upon where the bulk of our usage is: Annual Maintenance, 6-Year maintenance, and Hydrotesting Maintenance of ABC. Upon completion of the bid evaluation, Facilities Maintenance recommends award to Korsmeyer Fire Protection for offering the lowest and best bid for Boone County.

The contract period is February 1, 2017 through December 31, 2017 with four, one year renewals. Term and Supply invoices will be paid from department 6100 – Facilities and Grounds Maintenance, account 71100 – Outside Services. \$3,000 was budgeted for 2017.

ATT: Bid Tabulation

cc: Bid File  
Doug Coley, Facilities Maintenance

## 56-28DEC16 - Fire Extinguisher Inspection & Maintenance Term & Supply BID TABULATION

4.11. PRICING				Coy's Fire Protection, LLC	Simplex Grinnell	Korsmeyer Fire Protection, LLC
ANNUAL MAINTENANCE				UNIT PRICE	UNIT PRICE	UNIT PRICE
4.11.1.	ABC Unit		\$6.00	\$3.00	\$3.00	
4.11.2.	Halotron Unit		\$6.00	\$3.00	\$3.00	
4.11.3.	CO2		\$6.00	\$3.00	\$3.00	
4.11.4.	<b>TOTAL</b>		\$18.00	\$9.00	\$9.00	
6 YEAR MAINTENANCE						
4.11.5.	2lb- 2 ½lb ABC unit. Price must include recharge.		\$19.50	\$30.00	\$12.50	
4.11.6.	4lb – 6lb ABC unit. Price must include recharge.		\$21.50	\$35.00	\$15.50	
4.11.7.	10lb ABC unit. Price must include recharge.		\$24.50	\$55.00	\$18.50	
4.11.8.	13lb – 20lb ABC unit. Price must include recharge.		\$31.50	\$70.00	\$24.50	
4.11.9.	<b>TOTAL</b>		\$97.00	\$190.00	\$71.00	
HYDROTESTING MAINTENANCE OF ABC						
4.11.10.	2lb – 2 ½lb ABC unit. Price must include hydrostatic test and recharge.		\$24.50	\$30.00	\$17.00	
4.11.11.	4lb – 6lb ABC unit. Price must include hydrostatic test and recharge.		\$26.50	\$35.00	\$20.00	
4.11.12.	10lb ABC unit. Price must include hydrostatic test and recharge.		\$29.50	\$55.00	\$24.00	
4.11.13.	13lb – 20lb ABC unit. Price must include hydrostatic test and recharge.		\$36.50	\$70.00	\$28.00	
4.11.14.	<b>TOTAL</b>		\$117.00	\$190.00	\$89.00	
HYDROTESTING MAINTENANCE OF CO2						
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	35		\$35.00	N/A	
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$40.00		\$38.00	\$22.00	
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$47.00		\$44.00	\$25.00	
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$55.00		\$49.00	\$27.00	
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$65.00		\$64.00	\$30.00	
4.11.15.a.	<b>TOTAL</b>	242		\$230.00	\$104.00	
PURCHASE OF NEW UNITS						
4.11.15.	2 ½ Pound ABC Unit with Vehicle Mounting Bracket	Brand Bid:	\$33.00	\$35.75	\$32.00	
4.11.16.	5 Pound ABC Unit with Wall Mount Bracket	Brand Bid:	\$54.00	\$40.46	\$42.00	
4.11.17.	10 Pound ABC Unit	Brand Bid:	\$75.00	\$68.86	\$64.00	
4.11.18.	<b>TOTAL</b>		\$162.00	\$145.07	\$138.00	

35-2017

4.11.19.	Other new fire extinguishers:	%	30%	35.00%	25%	
<b>REPLACEMENT PARTS (Provide Material Cost Only)</b>						
4.11.20.	Fusible Links		\$13.00	\$12.00	\$8.50	
4.11.21.	O-rings		\$4.50	\$3.00	\$1.50	
4.11.22.	Dry Chemical Gauge		\$12.00	\$15.00	\$10.00	
4.11.23.	Dry Chemical Valve Stem		\$12.00	\$15.00	\$8.50	
4.11.24.	Wall Bracket		\$3.75	\$5.00	\$2.00	
4.11.25.	Vehicle Bracket		\$12.50	\$15.00	\$10.00	
4.11.26.	Operating Lever (Top)		\$9.00	N/A	\$7.00	
4.11.27.	Pull Pin-Stainless Steel		\$0.45	\$3.00	\$1.50	
4.11.28.	Carry Handle (Bottom Lever)		\$8.50	N/A	\$7.00	
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)			N/A	\$0.00	
4.11.29.a.	Valve Body: ABC Brand Name & Model #		\$40.00	N/A	\$18.00	
4.11.29.b.	Valve Body: ABC Brand Name & Model #		\$20.84	N/A	\$18.00	
4.11.29.c.	Valve Body: CO2 Brand Name & Model #		\$87.65	N/A	\$58.00	
4.11.29.d.	Valve Body: CO2 Brand Name & Model #		\$54.00	N/A	\$58.00	
4.11.30.	Hose Nozzle		\$21.02	\$10.00	\$10.00	
4.11.31.	Screw Nozzle		\$8.50	\$5.00	\$7.50	
4.11.32.	Valve Stem Assembly-Plastic		\$0.00	N/A	N/A	
4.11.33.	Valve Stem Assembly-Metal		\$10.00	N/A	\$8.00	
4.11.34.	Hose & Horn Assembly (CO2)		\$77.00	\$20.00	\$27.00	
4.11.35.	Siphon Tube		\$7.00	NA	\$8.00	
4.11.36.	<b>TOTAL</b>		\$731.46	\$103.00	\$258.50	
	Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.					
4.11.37.	Other Parts: % mark-up over cost		30%	35%	25%	
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)		\$15.00	\$0.00	\$2.00	
<b>LOCATION</b>			<b>Annual Inspection</b>	<b>Semi-Annual Inspection</b>	<b>Annual Inspection</b>	<b>Semi-Annual Inspection</b>
4.11.39.	Boone County Jail-Quantity 1		\$85.00	\$75.00	\$155.00	\$155.00
4.11.40.	Juvenile Justice Center-Quantity 1		\$85.00	\$75.00	\$125.00	\$125.00
4.11.41.	Realty House Programs-Quantity 1		\$85.00	\$75.00	\$155.00	\$155.00
4.11.42.	<b>TOTAL</b>		\$255.00	\$225.00	\$435.00	\$435.00
4.8.1.1.	Maximum % increase for 1st Renewal Period		0%		0%	0%
4.8.1.2.	Maximum % increase for 2nd Renewal Period		2%		0%	0%
4.8.1.3.	Maximum % increase for 3rd Renewal Period		2%		0%	3%

35-2017

4.8.1.4.	Maximum % increase for 4th Renewal Period	2%	0%	3%
4.10.	COOP? (Yes or No)	YES	YES	YES

Not Applicable or See Bid  
**Marmic Fire and Safety - NR**

35-2017

**PURCHASE AGREEMENT  
FOR  
FIRE EXTINGUISHER INSPECTION SERVICES**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Korsmeyer Fire Protection** herein "Contractor".

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Fire Extinguisher Inspection Services**, County of Boone Request for Bid number **56-28DEC16**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 23, 2016** and executed by **Jim Korsmeyer**, on behalf of the 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 bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the 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. Contract Duration** - This agreement shall commence on the **February 1, 2017** and extend through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items and services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Billing and Payment** - All billing shall be invoiced to the Correct Boone County Contact for each location as outlined by the original Request For Bid on Attachment B and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid 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.

**KORSMEYER FIRE PROTECTION L.L.C.**

by Jim Kormejer

title owner

address P.O. Box 104746

JEFFERSON City, MO. 65110

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwell  
Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature

1/12/17  
Date

6100/71100 Term/Supply

No Encumbrance Required  
Appropriation Account

4. Response Form

4.1. Company Name: KORSMEYER FIRE Protection L.L.C.

4.2. Address: P.O. Box 104746

4.3. City/Zip: JEFFERSON City, MO. 65110

4.4. Phone Number: 800/ 694 - 4645

4.5. Fax Number: 573/ 659 - 8805

4.6. E-Mail Address: KORSMEYER FIRE @ AOL.COM

4.7. Federal Tax ID: 43 - 1793481

- 4.7.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) Limited Liability Company

4.8. PRICING – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1.1. 0 % 1<sup>st</sup> Renewal Period

4.8.1.2. 0 % 2<sup>nd</sup> Renewal Period

4.8.1.3. 3 % 3<sup>rd</sup> Renewal Period

4.8.1.4. 3 % 4<sup>th</sup> Renewal Period

4.9. 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.

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: Jim Korsmeyer

4.9.3. Today's Date: Dec. 23<sup>rd</sup> 2016

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes  No

#### 4.11. PRICING

ANNUAL MAINTENANCE			UNIT PRICE
4.11.1.	ABC Unit		\$ 3.00
4.11.2.	Halotron Unit		\$ 3.00
4.11.3.	CO2		\$ 3.00
4.11.4.	TOTAL		\$ 9.00
6 YEAR MAINTENANCE			
4.11.5.	2lb- 2 ½lb ABC unit. Price must include recharge.		\$ 12.50
4.11.6.	4lb - 6lb ABC unit. Price must include recharge.		\$ 15.50
4.11.7.	10lb ABC unit. Price must include recharge.		\$ 18.50
4.11.8.	13lb - 20lb ABC unit. Price must include recharge.		\$ 24.50
4.11.9.	TOTAL		\$ 71.00
HYDROTESTING MAINTENANCE OF ABC			
4.11.10.	2lb - 2 ½lb ABC unit. Price must include hydrostatic test and recharge.		\$ 17.00
4.11.11.	4lb - 6lb ABC unit. Price must include hydrostatic test and recharge.		\$ 20.00
4.11.12.	10lb ABC unit. Price must include hydrostatic test and recharge.		\$ 24.00
4.11.13.	13lb - 20lb ABC unit. Price must include hydrostatic test and recharge.		\$ 28.00
4.11.14.	TOTAL		\$ 89.00
HYDROTESTING MAINTENANCE OF CO2			
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.		\$ N/A 0.00
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.		\$ 22.00
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.		\$ 25.00
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.		\$ 27.00
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.		\$ 30.00
4.11.15.a.	TOTAL		104.00
PURCHASE OF NEW UNITS			
4.11.15.	2 ½ Pound ABC Unit with Vehicle Mounting Bracket	Brand Bid: <i>American - Badger</i>	\$ 32.00
4.11.16.	5 Pound ABC Unit with Wall Mount Bracket	Brand Bid: <i>American - Badger</i>	\$ 42.00
4.11.17.	10 Pound ABC Unit	Brand Bid: <i>American - Badger</i>	\$ 64.00
4.11.18.	TOTAL		\$ 138.00
4.11.19.	Other new fire extinguishers: <b>25</b> % mark-up over cost		
REPLACEMENT PARTS (Provide Material Cost Only)			
4.11.20.	Fusible Links		\$ 8.50
4.11.21.	O-rings		\$ 1.50
4.11.22.	Dry Chemical Gauge		\$ 10.00
4.11.23.	Dry Chemical Valve Stem		\$ 8.50

4.11.24.	Wall Bracket		\$ 2.00
4.11.25.	Vehicle Bracket		\$ 10.00
4.11.26.	Operating Lever (Top)		\$ 7.00
4.11.27.	Pull Pin-Stainless Steel		\$ 1.50
4.11.28.	Carry Handle (Bottom Lever)		\$ 7.00
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)		.00
4.11.29.a.	Valve Body: ABC Brand Name & Model #	Amerex	\$ 18.00
4.11.29.b.	Valve Body: ABC Brand Name & Model #	Amerex	\$ 18.00
4.11.29.c.	Valve Body: CO2 Brand Name & Model #	Amerex	\$ 58.00
4.11.29.d.	Valve Body: CO2 Brand Name & Model #	Amerex	\$ 58.00
4.11.30.	Hose Nozzle		\$ 10.00
4.11.31.	Screw Nozzle		\$ 7.50
4.11.32.	Valve Stem Assembly-Plastic		\$ N/A = .00
4.11.33.	Valve Stem Assembly-Metal		\$ 8.00
4.11.34.	Hose & Horn Assembly (CO2)		\$ 27.00
4.11.35.	Siphon Tube		\$ 8.00
4.11.36.	TOTAL		\$ 258.50
	Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.		
4.11.37	Other Parts: <b>25</b> % mark-up over cost		
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)		\$ 2.00
<b>ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS</b>			
	Location	Annual Inspection	Semi-Annual Inspection
4.11.39.	Boone County Jail-Quantity 1	\$ 65.00	\$ 65.00
4.11.40.	Juvenile Justice Center-Quantity 1	\$ 65.00	\$ 65.00
4.11.41.	Realty House Programs-Quantity 1	\$ 65.00	\$ 65.00
4.11.42.	TOTAL	\$ 195.00	\$ 195.00
4.12.	Emergency Twenty Four Hour Service Contact:		
	Name: <b>Tim KORSMEYER</b>		
	Telephone Number: <b>1-800/684-4645 (MOBIL) 573/680-0567</b>		
4.13.	Call Response Time: Within <b>4</b> hours after notification by the County.		
4.14.	Holidays: Bidder shall list holidays observed by their company:		
	<b>NEW YEARS - MEMORIAL DAY - INDEPENDENCE DAY - LABOR DAY - THANKSGIVING DAY - CHRISTMAS DAY</b>		

ATTACHMENT A  
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: *State of Missouri*  
Address: *709 Mo. Blvd.  
J.C. Mo. 65101*  
Contact Name: *Doug Patterson*  
Telephone Number: *573/751-7304*

Date of ~~Contract~~:  
Length of ~~Contract~~: *2006 - 2016 - Services by Kosmeyer Fire Protection  
Fire Extinguishers + Fire System*  
Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name: *Jefferson City Public Schools*  
Address: *315 East Franklin St.  
J.C. Mo. 65101*  
Contact Name: *Bob Weber*  
Telephone Number: *573/659-3007*

Date of Contract:  
Length of Contract: *2014-2016  
2 yrs. FIRE Extinguisher + Fire System*  
Description of Prior Services (include dates):  
*2000-2016 - Services by Kosmeyer Fire Protection*

3. **Prior Services Performed for:**

Company Name: *City of Jefferson*  
Address: *320 E. McCarty St.  
J.C. Mo. 65101*  
Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract: *2014-2016  
2 yrs. FIRE Extinguisher + Fire System*  
Description of Prior Services (include dates):

## ATTACHMENT B

### Fire Extinguishers

Building	Address	Contact to Schedule	Phone	Email
Courthouse	705 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
BC Jail/Sheriff's Dept	2121 County Drive	Bob Schwartz	573-864-8912	<a href="mailto:bschwartz@boonecountymo.org">bschwartz@boonecountymo.org</a>
BC Sheriff's Annex	2111 County Drive	Bob Schwartz	573-864-8912	<a href="mailto:bschwartz@boonecountymo.org">bschwartz@boonecountymo.org</a>
BC Sheriff Patrol Cars	221 County Drive	Gary German	573-876-6101	<a href="mailto:Ggerman@boonecountymo.org">Ggerman@boonecountymo.org</a>
Public Works Facilities	5551 Tom Bass Rd	Greg Edington	573-449-8515	<a href="mailto:Gedington@boonecountymo.org">Gedington@boonecountymo.org</a>
Johnson Building	601 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Juvenile Justice Center	5665 North Roger I Wilson Drive	Don Roddy	573-886-4450	
Government Center	801 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Centralia Clinic	1021 E Hwy 22, Centralia	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
IV-D/Child Support	605 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Community Services	605 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Empty Building	101 N 7th	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Alternative Sentencing	607 E Ash	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
911 Operations	609 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Boone Cty Annex	613 E Ash	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Realty House	1900 Prathersville Road	Maintenance Rep	573-449-8117	
Emergency Communications	2145 County Drive	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
North Facility	5501 Oakland Gravel Rd	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>

### Billing:

Realty House	Realty House
Public Works	Facilities Maintenance
Public Works Vehicles	Public Works
Sheriff Dept Vehicles	Sheriff Dept
All other buildings	Facilities Maintenance

**\*A separate invoice shall be provided for each building with the total number of extinguishers indicated.\***



## Standard Terms and Conditions

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

**Jacob M. Garrett, Buyer**

Phone: (573) 886-4393 – Fax: (573) 886-4390

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

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

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





*“No Bid” Response Form*

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

Jacob M. Garrett, 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: 56-28DEC16 - Fire Extinguisher Inspection and Maintenance Services  
Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



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

## ***Request for Bid (RFB)***

***Jacob M. Garrett, Buyer***  
(573) 886-4393 – Fax: (573) 886-4390  
Email: JGarrett@boonecountymo.org

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### ***Bid Data***

Bid Number: **56-28DEC16**  
Commodity Title: **Fire Extinguisher Inspection & Maintenance Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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

Day / Date: **WEDNESDAY, DECEMBER 28, 2016**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Annex Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

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### ***Bid Opening***

Day / Date: **WEDNESDAY, DECEMBER 28, 2016**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Address: **Boone County Annex Conference Room  
613 E. Ash, Room 109  
Columbia, MO 65201**

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### ***Pre-Bid Meeting***

Day / Date: **THURSDAY, DECEMBER 22, 2016**  
Time: **10:00 A.M.**  
Location / Address: **Boone County Annex Conference Room  
613 E. Ash, Room 109  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Attachment A Prior Experiences  
Attachment B  
Standard Terms and Conditions**

## 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. **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** - 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.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 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.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 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.

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 a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Fire Extinguisher and Range Hood Inspection and Maintenance Services to various properties of Boone County, Missouri as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective date of award of contract through December 31, 2017. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
  - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
  - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.
- 2.6. **SERVICE LOCATIONS** - The physical addresses of all portable fire extinguishers and built-in stove hoods are identified on Attachment B. The County reserves the right to add or delete locations as deemed necessary throughout the life of the contract.
  - 2.6.1. The County has approximately 175 fire extinguishers, most of which are ABC. This quantity is provided for informational purpose. Boone County does not guarantee minimum quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.7. **GENERAL CONDITIONS**
  - 2.7.1. This contract shall be for fire extinguisher and built-in stove hood inspection and maintenance services as requested by the Boone County Facilities Maintenance Department, Public Works Department, or Sheriffs Department, and as outlined herein. The contract shall also include the purchase of new fire extinguishers and accessories as needed and authorized by Boone County.
  - 2.7.2. Services shall include hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers, as well as the re-charging of exhausted extinguishers and miscellaneous repairs and updates as required. Proof of these tests is required to be submitted to the County in writing. The contractor must perform High Pressure Vessel Test Certification for the hydrotest and must provide proof of this certification upon request by the County.
  - 2.7.3. All known deficiencies affecting fire extinguisher efficiency at any location shall be identified and reported in writing to the Boone County Facilities Maintenance Manager, upon completion of the inspection at each location. The contractor's list shall include the type, capacity, and location of the deficient units.
  - 2.7.4. All repair parts used must meet or exceed specifications listed by the manufacturer of the unit being serviced.
  - 2.7.5. All work shall be performed in accordance with the National Fire Prevention Association No. 10-1998 or latest edition, or where applicable, the edition as adopted by the local authority having

- authority shall apply.
- 2.7.6. In the event any provision of this contract is not fulfilled by the contractor or the quality of workmanship is deemed to be unsatisfactory by the County, the County may, upon written notice to the contractor, terminate this contract within ten (10) days after such written notice.
- 2.7.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7.8. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.7.9. **Guarantee:** The Contractor shall guarantee all work for a period of one year following Final Acceptance by Boone County Facilities Maintenance Department. During the guarantee period, any serviced fire extinguisher that loses its proper charge shall be repaired and recharged. Recharging shall be limited to those extinguishers serviced under the six year maintenance, five or twelve year Hydrotest, or where the extinguisher was recharged. Any and all work performed under this guarantee shall be subject to the original terms and conditions of this Contract, and shall be completed at no additional cost to the Commission.
- 2.7.10. **Replacement Parts:** Replacement parts furnished must be new and of the same manufacturer or an equal product. Replacement parts must meet or exceed specifications listed by the manufacturer of the unit being serviced.
- 2.7.11. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.7.12. Prices shall include travel required to and from building sites. Contractor's pricing, per unit, shall include all the contractor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of the inspection, maintenance, repair, recharging and parts will be paid under this order. All jobs are expected to require one (1) service person.
- 2.7.13. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.7.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of nature or repairs that cause the shutdown.
- 2.7.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.7.16. **Security:** The Contractor shall be responsible for providing and updating a list of the Contractor's employees working at any of the locations. The Contractor shall comply with all security measures required by Boone County. All facets of building security will be discussed with the awarded contractor at a post-award meeting.
- 2.7.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.7.18. **Hazardous Materials:** The Contractor shall not use any materials or chemicals which may be a physical or health hazard without prior written approval of the Facilities Maintenance Manager. At the Post Award Meeting, all requests for approval of any materials or chemicals deemed hazardous shall be submitted to the Facilities Maintenance Manager with manufacturer's specifications and a completed "Material Safety Data Sheet" listing any Environmental Protection Agency (EPA) required information on usage and handling. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers,

and agents which damage the lungs, skin, eyes, or mucous membranes.

2.8. **MAINTENANCE REQUIREMENTS**

- 2.8.1. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers and as outlined below. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.8.2. **Annual Maintenance for ABC and Halotron Portable Fire Extinguishers:** The annual maintenance will include inspection of the hose, check for leaks, check gauge, proper charge, check for last six year maintenance date, check for last hydrotesting date, and check the general condition of the extinguisher. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.3. **Six Year Maintenance of ABC Portable Fire Extinguishers:** The six year maintenance shall include discharge of the extinguisher, cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, visually check the condition of the internal cylinder, refill the extinguisher with new chemicals, and reassemble the extinguisher. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the six year maintenance, to include annual maintenance, recharging and the labor to replace any part, shall be included in the unit price of the six year maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the six year maintenance.
- 2.8.4. **Annual Maintenance of CO2:** The annual maintenance will include the inspection of the hose, weighing the extinguisher to insure proper charge, check for leaks, check for last hydrotesting date, and check the general condition of the extinguisher. Conductivity tests shall be conducted on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.5. **Hydrotesting Maintenance of ABC and CO2 Fire Extinguishers:** Hydrotesting shall be performed at the direction of Boone County Facilities Maintenance Manager. Hydrotesting is required every twelve years for ABC extinguishers, and every five years for CO2. On ABC, the annual maintenance, recharging and the six year maintenance shall be included as part of the hydrotesting. On CO2, the annual maintenance and recharging shall be included as part of the hydrotesting, and in addition, the following work shall be performed: cleaning of all parts, check and/or replace valve stem, replacement, and lubrication of seals, and visually check the condition of the internal cylinder. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the hydrotesting maintenance, to include the annual maintenance recharging and the labor to replace any part, shall be included in the unit price of the five and twelve year hydrotesting maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the five and twelve year hydrotesting maintenance.
- 2.8.6. **Replacement of Parts:** The County shall pay for any and all parts required under this Contract. If any part requires replacement, the Contractor shall replace it and return the removed part(s), to Boone County Facilities Maintenance Manager. The Contractor shall not charge for labor during the installation/replacement of any part during the six year maintenance and the five and twelve year hydrotesting maintenance. The Contractor shall charge for labor during the installation/replacement of any part during the annual maintenance. The County reserves the right to purchase other miscellaneous fire extinguisher accessories at the Contractor's place of business, such as tags, stickers, hooks and signs, etc.
- 2.8.7. **Disposal of Halon Portable Fire Extinguishers:** The Bidder shall submit a unit price, on the Response Form, to legally dispose of halon fire extinguishers. The fire extinguishers shall be legally disposed to comply with any and all federal, state, county, local, and municipal statutes, laws, regulations, and ordinances.
- 2.8.8. **Replacement Extinguishers:** The Contractor shall provide replacement portable fire

extinguishers of the same size and type for all extinguishers that must be removed from site for any reason other than condemned extinguishers. Only the Boone County Facilities Maintenance Manager is authorized to condemn fire extinguishers. The County shall provide replacements for all condemned extinguishers. No extinguishers may be removed from site for service unless a replacement is provided.

- 2.8.9. **Extinguisher Purchase:** The bidder shall submit the unit costs for the purchases of new fire extinguishers. The unit cost shall also include all required tags/stickers. Only the Boone County Facilities Maintenance Manager shall have approval to purchase new extinguishers.

2.9. **VEHICLE FIRE EXTINGUISHER INSPECTIONS**

- 2.9.1. Service to fire extinguishers located in any Boone County owned vehicle (i.e. automobile, tractor, truck, van, etc.) shall be scheduled with a representative of Boone County responsible for the vehicle's operation and maintenance.

- 2.9.2. The contractor shall provide service tickets during each service call. Service requests may be cyclic or requested on an as-needed basis.

- 2.9.3. The contractor must coordinate with the Boone County designated representative to arrange for a yearly inspection of the fire extinguishers located in County owned vehicles. Typically, these inspections have been spread over three days with the Sheriff's Department vehicles done one day, the Facilities Maintenance vehicles on another day, and the Public Works vehicles on another day.

2.10. **RANGE HOOD ANSUL SYSTEM INSPECTIONS**

- 2.10.1. The contractor shall inspect the range hoods at the locations specified on the Response Form on an annual and semi-annual basis per the requirements of the National Fire Protection Association (NFPA). The contractor shall ensure that all state and local requirements are met, as well.

2.11. **CONTRACTOR RESPONSIBILITIES**

- 2.11.1. The contractor shall provide inspection, service, and maintenance on an ongoing basis, to the fire extinguishers and built-in stove hoods located in various County buildings and in County owned vehicles at the various locations identified in Attachment B, as well as any new fire extinguishers acquired during the contract period.
- 2.11.2. The contractor shall assign a trained, licensed technician(s) to provide this service, trained in providing portable fire extinguisher maintenance, servicing, repairing, testing, and recharging. This technician(s) shall have the appropriate servicing manuals, proper types of tools, recharge materials, lubricants, expellants, and manufacturer's recommended replacement parts.
- 2.11.3. The contractor shall ensure that each portable fire extinguisher is fully inspected, tested, recharged, and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.
- 2.11.4. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.11.5. The contractor shall perform emergency call service to replace and/or re-install vandalized, damaged, or new fire extinguishers as required.
- 2.11.6. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the service.
- 2.11.7. The contractor shall perform all work and furnish all supervision, labor, materials, equipment, tools, and appurtenances as necessary or proper for the performance and completion of this contract, in the manner called for by this contract, and at the appropriate price(s) listed on the Response Form, hereof, as submitted by the contractor, and to the satisfaction of the County.
- 2.11.8. The contractor shall pick up and return all items at locations specified by the County, within 24 hours of notification by the County.
- 2.11.9. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. and excluding holidays as defined on the Response Form.
- 2.11.10. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.11.11. Contractor must state a realistic and true time when they can schedule the work. If this proposed



schedule is acceptable to the Boone County Facilities Maintenance Manager, the contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

- 2.11.12. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.11.13. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. If, at any time, the Manager of Boone County Facilities Maintenance Manager becomes aware that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.14. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.11.15. **Inspection Tags:** Maintenance decals must be imprinted with contractor's name, address, area code and phone number, month and year maintenance was performed; decal must be affixed to extinguisher per NFPA 10. Expired labels shall be removed.
- 2.11.16. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.11.17. All personnel employed by the Contractor shall be advised that the County has determined its facilities "Smoke-Free Areas". Upon request, designated smoking areas will be identified by the Boone County Facilities Maintenance Manager. Violation of this requirement will result in the removal of Contractor's personnel from County property.
- 2.11.18. **Restrooms:** Restrooms shall not be used for the washing of tools and equipment.
- 2.12. **FINAL INSPECTION AND APPROVAL**
- 2.12.1. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manager. Final project approval is contingent upon the requesting department manager's final inspection and written approval.
- 2.13. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.13.1. The Contractor to whom a Fire Extinguisher Inspection and Maintenance Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.13.2. The Contractor must provide evidence that they have been providing Fire Extinguisher Maintenance and Inspection Service for a minimum of three years and supply three references that this service has been provided for three consecutive years. Attachment A – Prior Experience may



- be used. The Contractor must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
- 2.13.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. **Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the bid documents.**
- 2.13.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.13.5. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
  2. National Electric Code, latest edition.
  3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.13.6. The contractor shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.
- 2.13.7. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.13.8. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Facilities Maintenance Manager.
- 2.14.. **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.
- 2.14.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.14.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.14.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.14.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.5. **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 requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.15. **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.
- 2.16. **SALES/USE TAX EXEMPTION** – 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 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.

2.17. **INVOICING AND PAYMENT**

- 2.17.1. The Contractor's invoice shall itemize charges for service and parts, broken down by location and facility. Invoice amounts shall be based upon unit costs provided by the Contractor on the Response Forms. Invoices shall include Contractor's name, address and telephone number, invoice number, purchase order number, dates, description of work, unit prices, and amount requested for payment. Invoices shall be honored for all work in compliance with specifications. If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.
- 2.17.2. All maintenance and inspection of extinguishers and range hoods should be billed to Boone County Facilities Maintenance. Separate invoices shall be provided for each building location and shall include an accurate accounting of extinguishers inspected at the location, as well as costs for any repairs. Invoices for inspection of fire extinguishers located in motor vehicles shall be invoiced to the respective departments: Facilities Maintenance, Public Works and Boone County Sheriff's Department. These invoices shall be separate from the invoices provided for building inspections and shall include an accurate count of the number of extinguishers inspected for the department's vehicle, as well as costs for repairs. The two additional departments are: Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201; Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.

2.18. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.18.1. **Pre-Bid Meeting:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. A Pre-Bid Meeting and inspection of facilities will be held on **Thursday, December 22, 2016 at 10:00 A.M.** located in the Boone County Annex Conference Room, 613 E. Ash Street, Columbia, MO 65201.
- 2.18.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob M. Garrett, Buyer, Purchasing, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)
- 2.18.3. **Designee** – Doug Coley, Director of Boone County Facilities Maintenance, 613 E. Ash, Room 106, Columbia, MO 65201.
- 2.18.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

**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 proposal 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.



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

## ***Request for Bid (RFB)***

***Jacob M. Garrett, Buyer***  
(573) 886-4393 – Fax: (573) 886-4390  
Email: JGarrett@boonecountymo.org

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### ***Bid Data***

Bid Number: **56-28DEC16**  
Commodity Title: **Fire Extinguisher Inspection & Maintenance Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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

Day / Date: **WEDNESDAY, DECEMBER 28, 2016**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**  
Directions: The Annex Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

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### ***Bid Opening***

Day / Date: **WEDNESDAY, DECEMBER 28, 2016**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Address: **Boone County Annex Conference Room  
613 E. Ash, Room 109  
Columbia, MO 65201**

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### ***Pre-Bid Meeting***

Day / Date: **THURSDAY, DECEMBER 22, 2016**  
Time: **10:00 A.M.**  
Location / Address: **Boone County Annex Conference Room  
613 E. Ash, Room 109  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Attachment A Prior Experiences**  
**Attachment B**  
**Standard Terms and Conditions**

**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. **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** - 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.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 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.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 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.

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 a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Fire Extinguisher and Range Hood Inspection and Maintenance Services to various properties of Boone County, Missouri as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective date of award of contract through December 31, 2017. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
  - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
  - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.
- 2.6. **SERVICE LOCATIONS** - The physical addresses of all portable fire extinguishers and built-in stove hoods are identified on Attachment B. The County reserves the right to add or delete locations as deemed necessary throughout the life of the contract.
  - 2.6.1. The County has approximately 175 fire extinguishers, most of which are ABC. This quantity is provided for informational purpose. Boone County does not guarantee minimum quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.7. **GENERAL CONDITIONS**
  - 2.7.1. This contract shall be for fire extinguisher and built-in stove hood inspection and maintenance services as requested by the Boone County Facilities Maintenance Department, Public Works Department, or Sheriffs Department, and as outlined herein. The contract shall also include the purchase of new fire extinguishers and accessories as needed and authorized by Boone County.
  - 2.7.2. Services shall include hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers, as well as the re-charging of exhausted extinguishers and miscellaneous repairs and updates as required. Proof of these tests is required to be submitted to the County in writing. The contractor must perform High Pressure Vessel Test Certification for the hydrotest and must provide proof of this certification upon request by the County.
  - 2.7.3. All known deficiencies affecting fire extinguisher efficiency at any location shall be identified and reported in writing to the Boone County Facilities Maintenance Manager, upon completion of the inspection at each location. The contractor's list shall include the type, capacity, and location of the deficient units.
  - 2.7.4. All repair parts used must meet or exceed specifications listed by the manufacturer of the unit being serviced.
  - 2.7.5. All work shall be performed in accordance with the National Fire Prevention Association No. 10-1998 or latest edition, or where applicable, the edition as adopted by the local authority having



- authority shall apply.
- 2.7.6. In the event any provision of this contract is not fulfilled by the contractor or the quality of workmanship is deemed to be unsatisfactory by the County, the County may, upon written notice to the contractor, terminate this contract within ten (10) days after such written notice.
- 2.7.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7.8. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.7.9. **Guarantee:** The Contractor shall guarantee all work for a period of one year following Final Acceptance by Boone County Facilities Maintenance Department. During the guarantee period, any serviced fire extinguisher that loses its proper charge shall be repaired and recharged. Recharging shall be limited to those extinguishers serviced under the six year maintenance, five or twelve year Hydrotest, or where the extinguisher was recharged. Any and all work performed under this guarantee shall be subject to the original terms and conditions of this Contract, and shall be completed at no additional cost to the Commission.
- 2.7.10. **Replacement Parts:** Replacement parts furnished must be new and of the same manufacturer or an equal product. Replacement parts must meet or exceed specifications listed by the manufacturer of the unit being serviced.
- 2.7.11. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.7.12. Prices shall include travel required to and from building sites. Contractor's pricing, per unit, shall include all the contractor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of the inspection, maintenance, repair, recharging and parts will be paid under this order. All jobs are expected to require one (1) service person.
- 2.7.13. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.7.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of nature or repairs that cause the shutdown.
- 2.7.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.7.16. **Security:** The Contractor shall be responsible for providing and updating a list of the Contractor's employees working at any of the locations. The Contractor shall comply with all security measures required by Boone County. All facets of building security will be discussed with the awarded contractor at a post-award meeting.
- 2.7.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.7.18. **Hazardous Materials:** The Contractor shall not use any materials or chemicals which may be a physical or health hazard without prior written approval of the Facilities Maintenance Manager. At the Post Award Meeting, all requests for approval of any materials or chemicals deemed hazardous shall be submitted to the Facilities Maintenance Manager with manufacturer's specifications and a completed "Material Safety Data Sheet" listing any Environmental Protection Agency (EPA) required information on usage and handling. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers,



and agents which damage the lungs, skin, eyes, or mucous membranes.

2.8. **MAINTENANCE REQUIREMENTS**

- 2.8.1. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers and as outlined below. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.8.2. **Annual Maintenance for ABC and Halotron Portable Fire Extinguishers:** The annual maintenance will include inspection of the hose, check for leaks, check gauge, proper charge, check for last six year maintenance date, check for last hydrotesting date, and check the general condition of the extinguisher. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.3. **Six Year Maintenance of ABC Portable Fire Extinguishers:** The six year maintenance shall include discharge of the extinguisher, cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, visually check the condition of the internal cylinder, refill the extinguisher with new chemicals, and reassemble the extinguisher. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the six year maintenance, to include annual maintenance, recharging and the labor to replace any part, shall be included in the unit price of the six year maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the six year maintenance.
- 2.8.4. **Annual Maintenance of CO2:** The annual maintenance will include the inspection of the hose, weighing the extinguisher to insure proper charge, check for leaks, check for last hydrotesting date, and check the general condition of the extinguisher. Conductivity tests shall be conducted on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.5. **Hydrotesting Maintenance of ABC and CO2 Fire Extinguishers:** Hydrotesting shall be performed at the direction of Boone County Facilities Maintenance Manager. Hydrotesting is required every twelve years for ABC extinguishers, and every five years for CO2. On ABC, the annual maintenance, recharging and the six year maintenance shall be included as part of the hydrotesting. On CO2, the annual maintenance and recharging shall be included as part of the hydrotesting, and in addition, the following work shall be performed: cleaning of all parts, check and/or replace valve stem, replacement, and lubrication of seals, and visually check the condition of the internal cylinder. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the hydrotesting maintenance, to include the annual maintenance recharging and the labor to replace any part, shall be included in the unit price of the five and twelve year hydrotesting maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the five and twelve year hydrotesting maintenance.
- 2.8.6. **Replacement of Parts:** The County shall pay for any and all parts required under this Contract. If any part requires replacement, the Contractor shall replace it and return the removed part(s), to Boone County Facilities Maintenance Manager. The Contractor shall not charge for labor during the installation/replacement of any part during the six year maintenance and the five and twelve year hydrotesting maintenance. The Contractor shall charge for labor during the installation/replacement of any part during the annual maintenance. The County reserves the right to purchase other miscellaneous fire extinguisher accessories at the Contractor's place of business, such as tags, stickers, hooks and signs, etc.
- 2.8.7. **Disposal of Halon Portable Fire Extinguishers:** The Bidder shall submit a unit price, on the Response Form, to legally dispose of halon fire extinguishers. The fire extinguishers shall be legally disposed to comply with any and all federal, state, county, local, and municipal statutes, laws, regulations, and ordinances.
- 2.8.8. **Replacement Extinguishers:** The Contractor shall provide replacement portable fire

extinguishers of the same size and type for all extinguishers that must be removed from site for any reason other than condemned extinguishers. Only the Boone County Facilities Maintenance Manager is authorized to condemn fire extinguishers. The County shall provide replacements for all condemned extinguishers. No extinguishers may be removed from site for service unless a replacement is provided.

2.8.9. **Extinguisher Purchase:** The bidder shall submit the unit costs for the purchases of new fire extinguishers. The unit cost shall also include all required tags/stickers. Only the Boone County Facilities Maintenance Manager shall have approval to purchase new extinguishers.

2.9. **VEHICLE FIRE EXTINGUISHER INSPECTIONS**

2.9.1. Service to fire extinguishers located in any Boone County owned vehicle (i.e. automobile, tractor, truck, van, etc.) shall be scheduled with a representative of Boone County responsible for the vehicle's operation and maintenance.

2.9.2. The contractor shall provide service tickets during each service call. Service requests may be cyclic or requested on an as-needed basis.

2.9.3. The contractor must coordinate with the Boone County designated representative to arrange for a yearly inspection of the fire extinguishers located in County owned vehicles. Typically, these inspections have been spread over three days with the Sheriff's Department vehicles done one day, the Facilities Maintenance vehicles on another day, and the Public Works vehicles on another day.

2.10. **RANGE HOOD ANSUL SYSTEM INSPECTIONS**

2.10.1. The contractor shall inspect the range hoods at the locations specified on the Response Form on an annual and semi-annual basis per the requirements of the National Fire Protection Association (NFPA). The contractor shall ensure that all state and local requirements are met, as well.

2.11. **CONTRACTOR RESPONSIBILITIES**

2.11.1. The contractor shall provide inspection, service, and maintenance on an ongoing basis, to the fire extinguishers and built-in stove hoods located in various County buildings and in County owned vehicles at the various locations identified in Attachment B, as well as any new fire extinguishers acquired during the contract period.

2.11.2. The contractor shall assign a trained, licensed technician(s) to provide this service, trained in providing portable fire extinguisher maintenance, servicing, repairing, testing, and recharging. This technician(s) shall have the appropriate servicing manuals, proper types of tools, recharge materials, lubricants, expellants, and manufacturer's recommended replacement parts.

2.11.3. The contractor shall ensure that each portable fire extinguisher is fully inspected, tested, recharged, and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.

2.11.4. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.

2.11.5. The contractor shall perform emergency call service to replace and/or re-install vandalized, damaged, or new fire extinguishers as required.

2.11.6. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the service.

2.11.7. The contractor shall perform all work and furnish all supervision, labor, materials, equipment, tools, and appurtenances as necessary or proper for the performance and completion of this contract, in the manner called for by this contract, and at the appropriate price(s) listed on the Response Form, hereof, as submitted by the contractor, and to the satisfaction of the County.

2.11.8. The contractor shall pick up and return all items at locations specified by the County, within 24 hours of notification by the County.

2.11.9. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. and excluding holidays as defined on the Response Form.

2.11.10. All County calls for service must be returned within one (1) hour of initial telephone call.

2.11.11. Contractor must state a realistic and true time when they can schedule the work. If this proposed

schedule is acceptable to the Boone County Facilities Maintenance Manager, the contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

- 2.11.12. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.11.13. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. If, at any time, the Manager of Boone County Facilities Maintenance Manager becomes aware that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.14. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.11.15. **Inspection Tags:** Maintenance decals must be imprinted with contractor's name, address, area code and phone number, month and year maintenance was performed; decal must be affixed to extinguisher per NFPA 10. Expired labels shall be removed.
- 2.11.16. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.11.17. All personnel employed by the Contractor shall be advised that the County has determined its facilities "Smoke-Free Areas". Upon request, designated smoking areas will be identified by the Boone County Facilities Maintenance Manager. Violation of this requirement will result in the removal of Contractor's personnel from County property.
- 2.11.18. **Restrooms:** Restrooms shall not be used for the washing of tools and equipment.

2.12. **FINAL INSPECTION AND APPROVAL**

- 2.12.1. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manager. Final project approval is contingent upon the requesting department manager's final inspection and written approval.

2.13. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

- 2.13.1. The Contractor to whom a Fire Extinguisher Inspection and Maintenance Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.13.2. The Contractor must provide evidence that they have been providing Fire Extinguisher Maintenance and Inspection Service for a minimum of three years and supply three references that this service has been provided for three consecutive years. Attachment A – Prior Experience may

- be used. The Contractor must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
- 2.13.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. **Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the bid documents.**
- 2.13.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.13.5. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
  2. National Electric Code, latest edition.
  3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.13.6. The contractor shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.
- 2.13.7. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.13.8. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Facilities Maintenance Manager.
- 2.14.. **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.
- 2.14.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.14.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.14.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.14.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.14.5. **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 requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.15. **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.
- 2.16. **SALES/USE TAX EXEMPTION** – 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 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.

2.17. **INVOICING AND PAYMENT**

- 2.17.1. The Contractor's invoice shall itemize charges for service and parts, broken down by location and facility. Invoice amounts shall be based upon unit costs provided by the Contractor on the Response Forms. Invoices shall include Contractor's name, address and telephone number, invoice number, purchase order number, dates, description of work, unit prices, and amount requested for payment. Invoices shall be honored for all work in compliance with specifications. If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.
- 2.17.2. All maintenance and inspection of extinguishers and range hoods should be billed to Boone County Facilities Maintenance. Separate invoices shall be provided for each building location and shall include an accurate accounting of extinguishers inspected at the location, as well as costs for any repairs. Invoices for inspection of fire extinguishers located in motor vehicles shall be invoiced to the respective departments: Facilities Maintenance, Public Works and Boone County Sheriff's Department. These invoices shall be separate from the invoices provided for building inspections and shall include an accurate count of the number of extinguishers inspected for the department's vehicle, as well as costs for repairs. The two additional departments are: Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201; Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.

2.18. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.18.1. **Pre-Bid Meeting:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. A Pre-Bid Meeting and inspection of facilities will be held on **Thursday, December 22, 2016 at 10:00 A.M.** located in the Boone County Annex Conference Room, 613 E. Ash Street, Columbia, MO 65201.
- 2.18.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob M. Garrett, Buyer, Purchasing, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)
- 2.18.3. **Designee** – Doug Coley, Director of Boone County Facilities Maintenance, 613 E. Ash, Room 106, Columbia, MO 65201.
- 2.18.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.



**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 proposal 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.

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

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

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

**RENEWALS** – The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.1. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period
- 4.8.1.1. \_\_\_\_\_ % 2<sup>nd</sup> Renewal Period
- 4.8.1.2. \_\_\_\_\_ % 3<sup>rd</sup> Renewal Period
- 4.8.1.3. \_\_\_\_\_ % 4<sup>th</sup> Renewal Period
- 4.8.1.4. \_\_\_\_\_ % 4<sup>th</sup> Renewal Period

4.9. **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.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: \_\_\_\_\_

4.9.3. Today's Date: \_\_\_\_\_

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes \_\_\_\_\_ No



#### 4.11. PRICING

ANNUAL MAINTENANCE		UNIT PRICE
4.11.1.	ABC Unit	\$
4.11.2.	Halotron Unit	\$
4.11.3.	CO2	\$
4.11.4.	<b>TOTAL</b>	\$
<b>6 YEAR MAINTENANCE</b>		
4.11.5.	2lb- 2 ½lb ABC unit. Price must include recharge.	\$
4.11.6.	4lb – 6lb ABC unit. Price must include recharge.	\$
4.11.7.	10lb ABC unit. Price must include recharge.	\$
4.11.8.	13lb – 20lb ABC unit. Price must include recharge.	\$
4.11.9.	<b>TOTAL</b>	\$
<b>HYDROTESTING MAINTENANCE OF ABC</b>		
4.11.10.	2lb – 2 ½lb ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.11.	4lb – 6lb ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.12.	10lb ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.13.	13lb – 20lb ABC unit. Price must include hydrostatic test and recharge.	\$
4.11.14.	<b>TOTAL</b>	\$
<b>HYDROTESTING MAINTENANCE OF CO2</b>		
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$
4.11.15.a.	<b>TOTAL</b>	\$
<b>PURCHASE OF NEW UNITS</b>		
4.11.15.	2 ½ Pound ABC Unit with Vehicle Mounting Bracket	Brand Bid: \$
4.11.16.	5 Pound ABC Unit with Wall Mount Bracket	Brand Bid: \$
4.11.17.	10 Pound ABC Unit	Brand Bid: \$
4.11.18.	<b>TOTAL</b>	\$
4.11.19.	Other new fire extinguishers: _____ % mark-up over cost	
<b>REPLACEMENT PARTS (Provide Material Cost Only)</b>		
4.11.20.	Fusible Links	\$
4.11.21.	O-rings	\$
4.11.22.	Dry Chemical Gauge	\$
4.11.23.	Dry Chemical Valve Stem	\$

4.11.24.	Wall Bracket		\$
4.11.25.	Vehicle Bracket		\$
4.11.26.	Operating Lever (Top)		\$
4.11.27.	Pull Pin-Stainless Steel		\$
4.11.28.	Carry Handle (Bottom Lever)		\$
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)		
4.11.29.a.	Valve Body: ABC Brand Name & Model #		\$
4.11.29.b.	Valve Body: ABC Brand Name & Model #		\$
4.11.29.c.	Valve Body: CO2 Brand Name & Model #		\$
4.11.29.d.	Valve Body: CO2 Brand Name & Model #		\$
4.11.30.	Hose Nozzle		\$
4.11.31.	Screw Nozzle		\$
4.11.32.	Valve Stem Assembly-Plastic		\$
4.11.33.	Valve Stem Assembly-Metal		\$
4.11.34.	Hose & Horn Assembly (CO2)		\$
4.11.35.	Siphon Tube		\$
4.11.36.	<b>TOTAL</b>		\$
	Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.		
4.11.37	Other Parts: _____ % mark-up over cost		
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)		\$
<b>ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS</b>			
	<b>Location</b>	<b>Annual Inspection</b>	<b>Semi-Annual Inspection</b>
4.11.39.	Boone County Jail-Quantity 1	\$	\$
4.11.40.	Juvenile Justice Center-Quantity 1	\$	\$
4.11.41.	Reality House Programs-Quantity 1	\$	\$
4.11.42.	<b>TOTAL</b>	\$	\$
4.12.	<b>Emergency Twenty Four Hour Service Contact:</b>		
	Name:		
	Telephone Number:		
4.13.	Call Response Time: Within _____ hours after notification by the County.		
4.14.	<b>Holidays: Bidder shall list holidays observed by their company:</b>		

**ATTACHMENT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

## ATTACHMENT B

### Fire Extinguishers

Building	Address	Contact to Schedule	Phone	Email
Courthouse	705 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
BC Jail/Sheriff's Dept	2121 County Drive	Bob Schwartz	573-864-8912	<a href="mailto:bschwartz@boonecountymo.org">bschwartz@boonecountymo.org</a>
BC Sheriff's Annex	2111 County Drive	Bob Schwartz	573-864-8912	<a href="mailto:bschwartz@boonecountymo.org">bschwartz@boonecountymo.org</a>
BC Sheriff Patrol Cars	221 County Drive	Gary German	573-876-6101	<a href="mailto:Ggerman@boonecountymo.org">Ggerman@boonecountymo.org</a>
Public Works Facilities	5551 Tom Bass Rd	Greg Edington	573-449-8515	<a href="mailto:Gedington@boonecountymo.org">Gedington@boonecountymo.org</a>
Johnson Building	601 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Juvenile Justice Center	5665 North Roger I Wilson Drive	Don Roddy	573-886-4450	
Government Center	801 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Centralia Clinic	1021 E Hwy 22, Centralia	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
IV-D/Child Support	605 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Community Services	605 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Empty Building	101 N 7th	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Alternative Sentencing	607 E Ash	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
911 Operations	609 E Walnut	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Boone Cty Annex	613 E Ash	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
Realty House	1900 Prathersville Road	Maintenance Rep	573-449-8117	
Emergency Communications	2145 County Drive	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>
North Facility	5501 Oakland Gravel Rd	Doug Coley	573-424-1633	<a href="mailto:dcoley@boonecountymo.org">dcoley@boonecountymo.org</a>

### Billing:

Realty House	Realty House
Public Works	Facilities Maintenance
Public Works Vehicles	Public Works
Sheriff Dept Vehicles	Sheriff Dept
All other buildings	Facilities Maintenance

**\*A separate invoice shall be provided for each building with the total number of extinguishers indicated.\***



## Standard Terms and Conditions

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

**Jacob M. Garrett, Buyer**  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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

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

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



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

***“No Bid” Response Form***

Jacob M. Garrett, 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: 56-28DEC16 - Fire Extinguisher Inspection and Maintenance Services  
Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of

January

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Mid-America Regional Council/Kansas City Regional Purchasing Term & Supply Cooperative Contract 41 for the initial purchase of two (2) sirens.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Storm Warning Sirens.

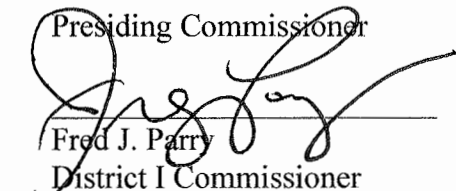
Done this 24th day of January, 2017.

ATTEST:

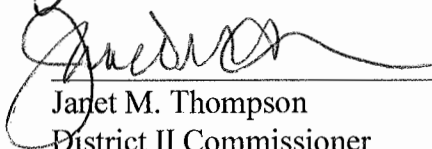
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Jarret M. Thompson  
District II Commissioner



36-2017

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: January 9, 2017  
RE: Cooperative Contract: 41 – Storm Warning Sirens

Emergency Management requests permission to utilize the Mid-America Regional Council / Kansas City Regional Purchasing Cooperative (MARC / KCRPC) cooperative contract 41 – *Storm Warning Sirens* with Blue Valley Public Safety of Grain Valley, Missouri to purchase sirens.

This is a term and supply contract and the initial purchase is for two (2) sirens for \$49,386.04 and will be paid from department 2702 – Emergency Management Operations, account 91300 – Machinery & Equipment. \$50,000 was budgeted for the two sirens.

cc: Della Luster, Emergency Management  
Contract File

**PURCHASE AGREEMENT FOR  
Storm Warning Sirens**

36-2017

**THIS AGREEMENT** dated the 24<sup>th</sup> day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Blue Valley Public Safety, Inc.** 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 the furnishing, delivery and installation of **Storm Warning Sirens** in compliance with all bid specifications and any addendum issued for the Mid-America Regional Council / Kansas City Regional Purchasing Cooperative (MARC / KCRPC) Storm Warning Sirens contract **41**, Contract Modification Number 13, Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #23, Affidavit of Compliance with OSHA, Affidavit of Compliance with Prevailing Wage Law, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the MARC/KCRPC contract **41** shall prevail and control over the vendor's bid response.
2. **Contract Duration** - This agreement shall commence on **the date of award** and continue through **October 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one-year renewal periods subject to the pricing clauses in the MARC/KCRPC annual renewals. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date for a period of up to three months.
3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Storm Warning Sirens, Equipment and Installation as identified, responded to and detailed in the attached Contract Modification Number 13 pricing.
4. **Delivery** - Contractor agrees to coordinate delivery and installation of equipment and service with Boone County Emergency Management. Contractor agrees to deliver equipment as set forth in the contract documents and within 10-12 weeks after receipt of order. Delivery shall be FOB Destination and inside delivery with freight charges fully included and prepaid by the Contractor. The seller pays and bears the freight charges. *Delivery address shall be confirmed by calling the Emergency Management office at (573) 886-7210.*
5. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.
6. **Billing and Payment** - All billing shall be invoiced to the Boone County Emergency Management Department, 2145 E. County Drive, Columbia, MO 65202, and billings may only include the prices listed in the contract. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges outlined in the contract. Contractor shall send just **one invoice** to the county at completion of service/delivery of goods per order. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its quote response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #23** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

8. **OSHA Training - 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.

9. **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.

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

11. **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.


12. **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.

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

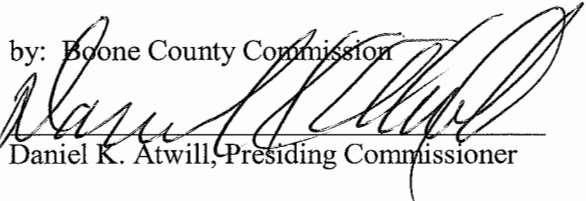
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. Termination for Convenience: Either Vendor or County may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other per Article 16 of the attached HGAC agreement.

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

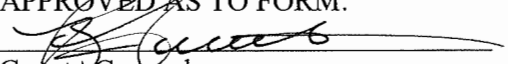
**BLUE VALLEY PUBLIC SAFETY, INC.**

by   
 title General Manager  
 address P.O. Box 363  
Grain Valley, MO 64029

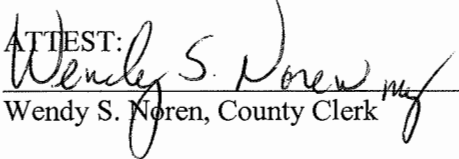
**BOONE COUNTY, MISSOURI**

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.)

 by jj 01/17/17 2702-91300 Term & Supply  
 Signature Date Appropriation Account

## STANDARD TERMS AND CONDITIONS

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 45 days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor shall include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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

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

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

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

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

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

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or

otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

**Certificate Holder address:**

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



## 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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

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 E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:


<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

**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 Brian Cates. I am an authorized agent of Blue Valley Public Safety (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  
1/4/17  
Date  
  
Brian Cates  
 Printed Name

Subscribed and sworn to before me this 4 day of JAN, 2017.

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



CONNIE OUTLAW  
My Commission Expires  
December 19, 2018  
Jackson County  
Commission #14500175

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

## 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 **Blue Valley Public Safety, 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: 258576

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 **Blue Valley Public Safety, Inc.**

**Norma Cates**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

09/29/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

09/29/2009

Date

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

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

Brian Cates, General Manager  
Name and Title of Authorized Representative

  
Signature

1/4/17  
Date



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

9/26/16

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

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

Last Date Objections May Be Filed: **April 11, 2016**

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction\Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

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

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

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

**REPLACEMENT PAGE  
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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.

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

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

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

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

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

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

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

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

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

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

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

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction/Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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

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

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

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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





**NOTICE OF MARC/KCRPC CONTRACT MODIFICATION**

**DATED: September 28, 2016**

**Bid Title:** Yearly Contract for Storm Warning Sirens  
**Bid/Contract No.** 41  
**Contract Modification No.:** 13  
**Contract Renewal:** 10/16/16 to 10/31/17

**CONTRACTOR:**

Norma Cates  
Blue Valley Public Safety, Inc  
509 E James Rollo Dr, PO Box 363  
Grain Valley MO 64029

**Phone:** 800-288-5120  
**Fax:** 816-847-7513  
**Email:** norma@bvpsonline.com

**MODIFICATION TO ORIGINAL CONTRACT:**

The original contract issued October 1, 2009 is revised as follows:

MARC/KCRPC and Participants hereby accept your offer of September 23, 2016 to renew the contract with no price changes and extend renewal expiration date to the 31<sup>st</sup> of the month instead of the 16<sup>th</sup>. The current price list is included with this modification.

By: 

David Warm  
Executive Director  
Mid-America Regional Council

Date: 10/4/16

By: 

Brian Cates  
Blue Valley Public Safety, Inc.

Date: 10/03/16

Copies to: Participants - Database

Original to: Contractor and KCRPC

MARC/KCRPC Contract #41  
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
		2016-2017
10A3	CABLE, 25' PL259 MALE & ADPT	\$ 197.49
10A6	ANTENNA, ARC	\$ 38.28
2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$ 7,744.00
2001-AC	SIREN CONTROL, 2001AC	\$ 1,959.24
2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 1,786.98
AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 117.45
AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	\$ 60.90
AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$ 120.93
BSH	BASE STN. RADIO, VHF	\$ 2,691.78
BSU	BASE STN. RADIO, UHF	\$ 2,691.78
DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$ 4,831.11
DCFCBU	CNTL, DC, ONE-WAY, UHF BAND	\$ 4,831.11
DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 6,324.03
DCFCTBD-IP	DIGITAL CONTROLLER, IP ENABLED	\$ 5,971.68
DCFCTBDU	DIGITAL CONTROLLER, UHF BAND	\$ 6,324.03
DSA2	DIRECTIONAL SPEAKER ARRAY 2 SPKR.	\$ 1,619.07
DSA4	DIRECTIONAL SPEAKER ARRAY 4 SPKR.	\$ 2,307.24
DSA6	DIRECTIONAL SPEAKER ARRAY 6 SPKR.	\$ 3,374.73
DSAMK1	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 96.57
DSAMK4	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 456.75
DVSD	DIGITAL VOICE MINI SD CARD	\$ 283.62
DVR	DIGITAL VOICE RECORDING, ONE VOICE UP TO 16 MSGS	\$ 642.93
DVR-COPY	DIGITAL VOICE RECORDING, COPY ORIGINAL FILES IF POSSIBLE	\$ 103.53



MARC/KCRPC Contract #41  
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
ECLIPSE8	SIREN, DC, OMNI DIR. W/HORNS	\$ 5,112.12
ES-SMV	SPECIAL MODEL VARIATION	\$ 652.50
FCH	FEDERAL CONTROLLER, HIGH BAND RADIO	\$ 1,664.31
FCTBDH	FEDERAL CONTROLLER, 2-WAY, HIGH BAND, DIGITAL	\$ 4,098.57
FCTBD-IP	FEDERAL CONTROLLER, BROADBAND, NO RADIO	\$ 3,537.42
FCTBDU	FEDERAL CONTROLLER, 2-WAY, UHF BAND, DIGITAL	\$ 4,098.57
FCU	FEDERAL CONTROLLER, UHF RADIO	\$ 1,664.31
FS-PL1	PRIVATE LINE TCS/DCS	\$ 139.20
FS-PL2	PRIVATE LINE, LOW TCS/DCS	\$ 139.20
MNC-MC	MIC, NOISE CANCELLING .25	\$ 120.06
MOD1004B	MODULATOR SIREN, 400W, OMNI DIR	\$ 3,998.52
MOD2008B	MODULATOR SIREN, 800W, OMNI DIR	\$ 5,727.21
MOD3012B	MODULATOR SIREN, 1200W, OMNI DIR	\$ 7,600.32
MOD4016B	MODULATOR SIREN, 1600W, OMNI DIR	\$ 9,391.65
MOD5020B	MODULATOR SIREN, 2000W, OMNI DIR	\$ 11,282.16
MOD6024B	MODULATOR SIREN, 2400W, OMNI DIR	\$ 13,056.09
MOD8032B	MODULATOR SIREN, 3200W OMNI DIR	\$ 16,083.69
MODEM-MSK	MODEM-MSK	\$ 1,985.34
OMNI-YAGI	Antenna	\$ 349.74
PVS220W-24	SOLAR POWER OPTION, UV	\$ 3,306.00
PVS220W-48	SOLAR POWER OPTION, DC	\$ 3,306.00
RP164	ANT,GROUNDING PLANE	\$ 153.12
SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$ 3,097.20
SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$ 3,097.20

MARC/KCRPC Contract #41  
 Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
UV400	AMPLIFIER - 400W	\$ 595.08
UVARM	UV AUDIO & RELAY	\$ 741.24
UVIC	CNTL, INDOOR, NO RADIO, 120V	\$ 4,415.25
UVIC240	CNTL, INDOOR, NO RADIO, 240V	\$ 4,758.90
UVIC25ST	AMP ASSY, STEPDOWN, 70-25V	\$ 791.70
UVICH	CNTL, INDOOR, HI BND, 120V	\$ 5,360.94
UVIC-IP	CNTL, INDOOR, IP ENABLED	\$ 4,467.45
UVICU	CNTL, INDOOR, UHF,120V	\$ 5,360.94
UVLOC	UV LOCAL OPERATION CONSOL	\$ 562.02
UVLOC-IM	UVLOC INTERFACE MODULE	\$ 392.37
UVRIH	CNTL, REMOTE INTERFACE, HIGH BAND	\$ 3,528.72
UVRI-IP	CNTL, REMOTE INTERFACE, IP ENABLED	\$ 3,184.20
UVRIU	CNTL, REMOTE INTERFACE, UHF	\$ 3,528.72
UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$ 5,564.52
UVTD-IP	DIGITAL, 2-WAY, IP ENABLED	\$ 4,976.40
UVTDU	DIGITAL, 2-WAY,UHF, 120V	\$ 5,564.52
SE3000	SOFTWARE ENCODER W/MODEM-MSK	\$ 2,397.72
SE3000CLNT	SE3000 CLIENT SOFTWARE	\$ 1,185.81
SE3000CLNT-W	SE3000 CLIENT WARRANTY	\$ 245.34
SE3000-W	SE3000 WARRANTY	\$ 245.34
SFCD10	COMMANDER SOFTWARE, PRGMNG, 10 SITES	\$ 2,363.79
SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$ 5,318.31
SFCD255	COMMANDER SOFTWARE, PRGMNG, 255 SITES	\$ 7,773.45
X-PC-22	DESKTOP PC WITH WIN W/ 22" MONITOR	\$ 2,871.00

MARC/KCRPC Contract #41  
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 1	\$ 6,008.00
ES-POLE-CREDIT	DEDUCTION FOR CUSTOMER SUPPLIED AND INSTALLED POLE	\$ (800.00)
TK-I-BRADIO-Z2	Base Radio Install Z2	\$ 775.80
TK-I-DCCTR-Z2	DCFC/UV Controller Install, 4 Std. Batteries, Site Optimization, Zone 2	\$ 2,157.30
TK-I-ENCODER-Z2	Encoder Install SS2000/SE3000; Z2	\$ 1,234.80
TK-I-ENRDPKG-Z2	Encoder & Radio Install Pkg Z2	\$ 1,441.80
TK-I-FCCTR-Z2	FC Controller Install, Site Optimization, Zone 2	\$ 978.30
TK-I-FCTCTR-Z2	FCT Controller Install, Site Optimization, Zone 2	\$ 1,391.40
TK-I-MOD1-Z2	MOD1004-3012B Std Install, 2 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 5,223.60
TK-I-MOD2-Z2	MOD4016-5020B, Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 5,407.20
TK-I-MOD3-Z2	MOD6024B, Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 6,022.80
TK-I-MOD4-Z2	MOD6048, Std Install, 8 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 6,385.50
TK-IO-CUSREMOV	Removal Services, Custom	\$ 816.00
TK-S-ADMTRAIN	System Administrator Training Teaches system owners/managers the skills necessary to administer and config the system.	\$ 2,070.00
TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 544.00
TK-IO-CRTPAY-CU	Prevailing Wage/Certified Payroll/Davis-Bacon Act Fee	\$ 1,079.10
IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$ 126.00
Prev. Maintenance	AVAILABLE ACCORDING TO END USER CONFIGURATION. AFTER WARRANTY PERIOD - PER MONTH, PER UNIT	\$ 60.00
Repair Work	NON-CONTRACT REPAIR WORK ON AN ON-CALL BASIS - PER HOUR	\$ 115.00



**Appendix A**  
**Specifications, Special Requirements and Pricing**

**Federal Signal**  
**Storm Warning Sirens, Installation and Maintenance**  
**BID/Contract # 41**

**CONTRACT PERIOD:** October 1, 2009 through September 30, 2010  
with option to renew perpetually, on an annual basis

**CONTRACTOR:** Blue Valley Public Safety, Inc.  
509 E James Rollo Drive  
P O Box 363  
Grain Valley MO 64029  
P. 800-288-5120 F. 816-847-7513  
Norma Cates  
Web. [www.bluevalleypublicsafety.com](http://www.bluevalleypublicsafety.com)  
Email: [normacates@bvpsonline.com](mailto:normacates@bvpsonline.com)

## **SECTION 1.0    INTRODUCTION**

- 1.1    DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.
- 1.1.1    "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MACPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
  - 1.1.2    "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
  - 1.1.3    "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency or Non-Profit corporation performing governmental functions, that is a member of any chapter affiliate of National Institute of Governmental Purchasing, and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4    "MACPP" refers to the Mid-America Council of Public Purchasing.
  - 1.1.5    "MARC" refers to the Mid-America Regional Council
  - 1.1.6    "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.7    "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
  - 1.1.8    "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
  - 1.1.9    "Administrative Fee" refers to the one and one half percent (1.5%) fee to be paid monthly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.10    The "specifications" include Section 4.
  - 1.1.11    A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.

### **1.2    KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving an eight county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Purchasing (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MACPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduce the costs of goods and services by obtaining more responsive prices.

The Manager's Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The Advisory Committee provides professional purchasing expertise and resolving disputes. The MARC Board of Directors consists of 30 locally elected leaders representing the eight counties and 117 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC will remain self-supporting over time by charging a 1.5% Administrative Fee to the vendor, based on gross sales on each contract, which is consistent with other national cooperative purchasing program Administrative Fees. Pricing includes the 1.5% Administrative Fee.

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

### **1.3    PARTICIPANTS**

This is a regional contract for the following participating entities. Additional Participants may be added under modification or choose to piggyback off contract as services or supplies are needed. Participants will be kept informed of contract

changes through electronic group distribution notifications. Non-Participants will need to request information as needed if they choose not to be added under a contract modification.

City of Overland Park, KS	Tim Lynch Administrator, Homeland Security & Emergency Management	P. 913-895-8304 F. 913-890-1304 Tim.lynch@opkansas.org
City of Mission, KS	Major Mark Sullivan Deputy Chief of Police	P. 913-676-8303 F. 913-676-8308 msullivan@missionpd.org
Platte County MO Sheriff's Dept	Captain Mark S. Owen Emergency Services Division	P. 816-858-1965 F. owen@plattesheriff.org
City of Warrensburg MO	Phil Johnston Fire Chief	P. 660-747-9131 F. 660-747-8927 pjohnston@warrensburg-mo.com
City of Blue Springs MO	Captain Robert Morton Police Department	P. 816-228-0164 F. RJMorton@bluespringsgov.com
City of Lee's Summit, MO	Desiree Collins Purchasing Division	P. 816-969-1080 F. 816-969-1081 Desiree.collins@cityofls.net
Douglas County, KS	Jackie Waggoner Purchasing	P. 785-832-5286 F. jwaggoner@douglas-county.com

**SECTION 2.0 SPECIFIC REQUIREMENTS**

**2.1 CONTRACT PERIOD**

- 2.1.1 The initial contract period will be in effect for one year.
- 2.1.2 The contract includes option to renew annually, at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

**2.2 TAX-EXEMPT**

It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes, and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible to obtain verification of exemption from payment of taxes from each Participant, and from any Non-Participant, and is responsible to bill taxes if required.

**2.3 MATERIAL AVAILABILITY**

Contractors must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Contractor to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

**2.4 TRANSPORTATION CHARGES**

All terms of delivery or conditions of this order are F.O.B. destination and inside delivery, and the Contractor shall pay all transportation charges.

**2.5 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS**

Contractors must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the Contractor's responsibility to investigate and obtain any such requirements.

- 2.6 **FORMS**  
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.7 **COMPLIANT WITH APPLICABLE LAWS**  
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.
- 2.8 **ANTI-TRUST**  
Submission of the pricing/contract, constitutes an assignment by the Contractor, of any and all anti-trust claims that Contractor may have under the Federal and/or State laws resulting from any contract associated with this contract.
- 2.9 **EQUAL OPPORTUNITY CLAUSE**
- 2.9.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 2.9.2 The Contractor's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The Contractor shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.
- 2.9.3 The Contractor will be required to comply with all individual equal opportunity requirements, as delineated below, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a Contractor plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.
- 2.10 **REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'**  
The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
- 2.11 **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**  
Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
- 2.12 **UNIFORM COMMERCIAL CODE**  
This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
- 2.13 **CONFLICT OF INTEREST**  
The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.
- 2.14 **INDEMNIFICATION AND INSURANCE**  
Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused

by Contractor, his sub-contractors, employees or agents.

## 2.15 SUB-CONTRACTS

- 2.15.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the Program Coordinator to determine any disapproval of the use of such sub-contractor.
- 2.15.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 2.15.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- 2.15.4 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and MARC/KCRPC and Participants.

## 2.16 INDIVIDUAL REQUIREMENTS

The Contractor will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under the contract.

## 3.0 GENERAL CONDITIONS

### 3.1 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Contractor at any time and the acceptance by the Program Coordinator and Participants of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

### 3.2 EXECUTION OF AGREEMENT

- 3.2.1 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, and becomes the agreement and contract between the parties hereto.
- 3.2.2 The Program Coordinator will furnish 2 original Agreements, signed by the Executive Director of MARC, to the Contractor who shall countersign and return one (1) set to the Program Coordinator. Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's pricing list.

### 3.3 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

### 3.4 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

### 3.5 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS/COMPOSITE REPORT

- 3.5.1 The Contractor agrees to provide products and/or services under this contract to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that is listed as a Participant in this bid or is a chapter affiliate or member of National Institute of Governmental Purchasing ([www.nigp.org](http://www.nigp.org)). The Contractor agrees to pay to MARC/KCRPC, a 1.5% Administrative Fee, based on each Participant's and Non-Participant's gross sales for each month.
- 3.5.2 The Contractor shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this



contract, prior to acceptance of any purchase order. Program Coordinator will inform the entity (non-participant) of the membership requirement (NIGP chapter affiliated member). Written or verbal approval by the Program Coordinator must be provided to the Contractor and entity, to allow purchases off the contract.

3.5.3 Sales will be made in accordance with the prices, terms and conditions of the contract and any subsequent contract modifications. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

3.5.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization to utilize the contract unless they are specifically named as a Participant.

### 3.6 COMPOSITE REPORT AND PAYMENTS

3.6.1 The Contractor shall furnish to MARC/KCRPC:

a) Payment of the 1.5% Administrative Fee to MARC/KCRPC, based on gross sales for each month to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council (The bid number and month of sales must be referenced on each payment.)

b) A composite report (or copies of invoices in lieu of composite report) for all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to: MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1554. The report shall include, at a minimum:

- 1) Ordering entity and designated Participant or Non-Participant
- 2) Entity's purchase order number, and date ordered,
- 3) Item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
- 4) The report shall be totaled for the accumulated dollar amount spent within the particular month period for each Participant or Non-Participant.

3.6.2 Failure of the Contractor to provide payment and reports in the manner described herein, shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1½ % per month until paid.

3.6.3 Reports and payments of fees under this contract shall be due thirty (30) calendar days after the end of each month.

3.6.4 Right to Audit :

Program Coordinator may compare records provided by entities with reports submitted by Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty (30) calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

### 3.7 PURCHASE ORDERS

3.7.1 The Participants, and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Contracts.

3.7.2 The Contractor shall place order(s) with factory, within forty-eight (48) hours after receipt of purchase order or telephone confirmation. The Contractor shall provide a written confirmation to the ordering Participant or non-Participant within forty-eight (48) hours after factory order is placed.

### 3.9 FUND ALLOCATION

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of funds by the Participants.

### 3.9 DELIVERY REQUIREMENTS –

The Participant will provide delivery address at the time of ordering, or as called for on the purchase order.

### 3.10 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

3.11 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, Program Coordinator and Participants reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

3.12 PACKAGING

The Participants will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

3.13 CONTRACTOR'S INVOICES

Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. 1000/M, case, box, each). Any invoices received with incorrect units of measure, may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.

3.14 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

3.15 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.16 GENERAL GUARANTY AND WARRANTY

3.16.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

3.16.2 Manufacturer's written statement of warranty or a copy thereof shall be submitted with the bid response. The contractor must warrant the electromechanical siren equipment from the date of installation for a period of not less than two (2) years from defects in electrical components, and mechanical components when adequately maintained in accordance with instructions. The contractor shall warrant the entire siren head (unit on top of pole) for a period of five (5) years from date of installation.

3.16.3 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.

3.17 PATENTS

Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

3.18 INSPECTION AND ACCEPTANCE

3.18.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had reasonable opportunity to inspect said

material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.

3.18.2 No goods returned as defective shall be replaced without written authorization of the purchasing entity. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.

### 3.19 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

### 3.20 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

### 3.21 TERMINATION OF CONTRACT

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. MARC/KCRPC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

### 3.22 PREVAILING WAGE - Missouri

The state of Missouri requires workers on all public works projects be paid prevailing wage. Not less than the prevailing wage included must be paid to all workers performing work under this contract (Section 290.250 RSMo). The contractor shall forfeit a penalty to the contracting public body (Participant or Non-Participant) of \$10.00 dollars per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (Section 290.250 RSMo).

#### PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT\*\*\* NOW IN EFFECT \*\*\*

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/fag/fag\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/fag/fag_PublicWorksEmployment.asp) or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, U.S. Virgin Islands, West Virginia and Wyoming.

Appendix B contains the following forms:

- Missouri Prevailing Wage Check-off List PW-5 (2 pages)
- Project Notification – Contractor Information Notification PW-2 (1 page) – Participants responsible for completing.
- Request for Wage Determination – completed for this contract– PW-3 (1 page)
- Instructions for Completing Payroll Form WH-347, payroll form and affidavit of compliance (5 pages). Note: The WH-347 forms may be used to submit certified payroll for either a Federal or local funded projects. – Contractor responsible for completing for any prevailing wage jobs.

Appendix C contains Annual Wage Order 16 for each county: Jackson, Johnson, Cass, Platte, Clay and Ray counties. Participants or Non-Participants using this contract are responsible for determination if work ordered meets criteria under prevailing wages. If work is determined to meet criteria, the ordering Participant or Non-Participant is required to file the PW-2 form for their agency, with the Division of Labor Standards, for each project ordered. The Contractor will be responsible for completing the

certified payroll form and upon completion of work, complete final compliance form with prevailing wage.

#### 4.0 **SPECIFICATIONS**

##### 4.1 BASIC REQUIREMENTS

- 4.1.2 Minimum 127 dB(C) ± 1dB(C)
- 4.1.3 Each siren must run on an automatic battery (DC) operated system consisting of four (4) batteries for siren and radio operation. The battery (DC) power source shall be pole mounted. Batteries must be deep cycle. Original and replacement batteries must be readily available at local retail sales establishments.
- 4.1.4 Must comply with all applicable government regulatory specifications, particularly FEMA and OSHA.
- 4.1.5 Siren control unit must be UL approved.
- 4.1.6 Expedient and reliable parts service.
- 4.1.7 Manufacturer must be ISO 9001 Certified.

##### 4.2 GENERAL REQUIREMENTS

- 4.2.1 Warning sirens shall each produce a minimum of 127 ± 1dB(C) single tone format at 100 feet. Rotating speed shall not be less than 2.0 nor more than 4.0 revolutions per minute. All measurements shall be conducted in free-field conditions at a minimum of 50 feet above ground level on axis. Tests by an independent laboratory must be submitted with this bid. Rotation speed must be constant and uniform and not vary in relation to sound chopper motor speed.
- 4.2.2 Warning sirens shall comply with the **FEMA Outdoor Warning Systems Guide, CPG 1-17**. This guide requires an **ATTACK** warning which is a 3 to 5 minute wavering tone, an **ATTENTION** or **ALERT** warning which is a 3 to 5 minute **Steady** signal. Once the **ALERT** signal attains a peak in frequency, the frequency of the signal shall not sweep or fluctuate.
- 4.2.3 The battery system shall have the capacity to provide continuous full power for a minimum of 15 minutes at a minimum of 127dB(C) ± 1dB(C). Battery capacity shall be maintained by high quality regulated chargers. Each battery shall have an individual charger to minimize the effects caused by over/under charging. The charger shall be capable to recharge a set of fully discharged batteries within 12 hours. The control unit must have convenient terminals for connecting landline and radio activation lines.
- 4.2.4 Contractor shall include the following details for the system installation:
  - a. Type of cable
  - b. Number of conductors and wire size
  - c. Method of connection
  - d. Size of recommended conduit

Control units shall consist of enclosures suitable for outdoor installation. Enclosures housing electronic equipment shall comply with **NEMA** type enclosures. All enclosures shall have provision for locking. Cabinets for housing corrosive materials (i.e. storage batteries) shall not have common wall to any area housing electronic equipment for operations of sirens.

- 4.2.5 All exposed metal surfaces, unless stainless steel, shall be properly finished to inhibit deterioration and corrosion due to the weather and sun.
- 4.2.6 All internal wiring for siren operation shall be permanently secured and protected from direct precipitation. All wiring entrances to enclosures housing electronic equipment shall not preclude wall mounting.
- 4.2.7 Sirens shall operate in temperature ranges of -30 degrees C to +60 degrees C while batteries are maintained at -18 degrees C or higher. The effects of rain, ice, or snow shall not hinder operations. Battery warming blankets shall be provided with thermostat control.
- 4.2.8 All sirens shall have sufficient mechanical strength and sufficient torque to withstand and operate in winds up to 100 mph.
- 4.2.9 In compliance with **FEMA CPG 1-17 Outdoor Warning Systems Guide**, sirens shall not produce sound pressure level greater than 123dB at ground level to prevent hearing damage. Sirens shall not produce potentially environmentally hazardous ultrasonic signals. This must be certified by the manufacturer. The control unit must provide reasonable lightning and surge protection devices on the power input to protect the unit from electrical surges.
- 4.2.10 Sirens shall include adjustable mounting brackets for varying size poles, and be easily removable for mounting on flat surfaces of roofs of buildings.
- 4.2.11 Sirens and control units (including battery enclosures) shall be mounted on Class 2 utility poles. Sirens must be mounted 45 to 55 feet above ground.
- 4.2.12 The siren and control unit must have a programmable controller at each control unit site. This shall include features for on-site activation and battery testing.

##### 4.3 System Activation and Control

The siren system must be capable of being remotely activated by a radio signal. These specifications for decoding must be compatible with existing encoding and transmitting used by each individual Participant or Non-Participant.

##### 4.4 Remote Stations

- 4.4.1 Each remote siren site shall contain a **Two-way Controller that will receive and decode information** sent from the central station and activate the necessary warning sirens. The DTMF code format shall be used for this purpose.

- 4.4.2 It shall be field programmable for signal length, decoding codes, and signal timing.
- 4.4.3 The controller shall be equipped with Continuous Tone Coded Squelch (CTCSS) to harden the system against falsing by spurious signals.
- 4.4.4 It shall be capable of performing diagnostics on the remote sites using information provided by remote sensors. Sensor inputs provided shall be; AC power, Low battery, Rotation, Current, Intrusion, and Pressure. This information shall be transmitted back to the central control station through a Model M1225 Motorola Transceiver or equivalent. Each entity will provide programming information.

#### 4.5 Central Control Station

- 4.5.1 The **CENTRAL CONTROL STATION** shall consist of a **Status Encoder** that is capable of activating the siren sites individually, in groups or on an All Call basis. It shall use a FSK code format. It shall have a 4-line backlight LCD display and 18 user programmable function "hot" keys.
- 4.5.2 The Status Encoder shall be capable of receiving status information from the remote sites after any test or emergency activation. It shall be capable of performing automatic quiet test diagnostics at preset intervals.
- 4.5.3 The Status Encoder shall have a minimum of 4 LED's to indicate the status of the printer, RF carrier defect, key press, and a spare function. It shall have a key lock to secure the controller's keypad.
- 4.5.4 The Contractor shall supply a printer that will print information gathered by the Status Encoder. It shall be able to be connected to the Status Encoder through a parallel data port.

The status encoder shall act as an interface between the radio communication system and a computer with Windows operating systems 95/98, 2000, NT or Millennium which will be equipped with a graphical software package that will allow the operator to perform the following functions:

- Control the entire system by use of a graphic user interface from the central control.
- Display detailed site maps with the siren sites represented by colored icons.
- Allow users to add a minimum 16 map views and add siren site icons to each map.
- Report siren status, poll sirens and activate the system from the Map screen.
- Provide the ability to activate individual, zone or all sirens within the system.
- Provide complete status detail of each siren site by clicking the corresponding colored icon on the map screen.
- Program and read from all of the remote sites from the central control point(s) to eliminate the need to visit sites for reprogramming.
- Provide FSK digital encryption to secure against spurious or mischievous activation. Provide for optional user-configurable additional security measures definable for individual sites.
- Use a 32 bit operating system designed for Windows 95/98, 2000, NT or Millennium versions and meet standard operating criteria of new computer systems.
- Provide full status reports on Remote site Parameters, System log entries, Activation records and configuration and RTU status.
- Provide 20 user configurable hotkeys for fast and accurate activation.
- Provide multiple password securing to control access to activation, configuration, and hotkey control.
- Provide for at least three (3) user configurable events which can be automatically scheduled daily, weekly or monthly.
- Provide a customer defined automatic sequential call-out list of up to 10 numbers that will be called in the event of a change in status – or alarm function.

All equipment provided must function with, or be modified to function with, this software system.

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PARTS	DESCRIPTION	
2001-130	SIREN,DC,ROTATING	\$6,846.00
2001AC	SIREN CONTROL, 2001AC	\$1,764.00
2001TRB	TRANS. RECTIFIER, SIREN	\$1,533.00
BSH	BASE STN. RADIO,VHF	\$2,205.00
BSU	BASE STN. RADIO, UHF	\$2,314.20
DCFCBH	CNTL,DC,ONE-WAY,HIGH BAND	\$4,015.20
DCFCBU	CNTL,DC,ONE-WAY,UHF BAND	\$4,015.20
DCFCTBDH	CNTRL,DIGITAL,150-174 Mhz	\$5,325.60
DCFCTBD-IP	CNTRL,DIGITAL,IP ENABLED	\$5,145.00
DCFCTBDU	CNTRL,DIGITAL,438-470 MHz	\$5,371.80
DSA2	DIR.SPKR.ARRAY 2 SPKR.	\$1,197.00
DSA4	DIR.SPKR.ARRAY 4 SPKR.	\$1,827.00
DSA6	DIR.SPKR.ARRAY 6 SPKR.	\$2,683.80
DSAMK1	MTG.KIT,DIR.SPKR. WALL MN	\$75.60
DSAMK2	MTG.KIT,DIR.SPKR. 2 ARRAY	\$231.00
DSAMK4	MTG.KIT,DIR.SPKR. 4 ARRAY	\$399.00
DV480	DIGITAL VOICE CHIP,480SEC	\$285.60
DVR	DIGITAL VOICE RECORDING	\$546.00
ECLIPSE8	SIREN,DC,OMNI DIR.W/HORNS	\$4,389.00
ES-SMV	SPECIAL MODEL VARIATION	\$294.00
FCH	SRN.CNTL.,HIGH BAND RADIO	\$1,344.00
FCH-NB	FEDERAL CONTROLLER - NARROW Band	\$1,500.00
FCTBDH	CNTL,2-WAY,HIGH BAND,DIGITAL	\$3,402.00
FCTBD-IP	CNTL, BROADBAND, NO RADIO	\$2,730.00
FCTBDU	CNTL,2-WAY,UHF BAND,DIGITAL	\$3,465.00
FCU	SRN.CNTL.,UHF RADIO	\$1,344.00
FS-PL1	PRIVATE LINE TCS/DCS	\$116.76
FS-PL2	PRIVATE LINE,LOW TCS/DCS	\$116.76
MNC-MC	MIC,NOISE CANCELLING .25	\$105.00
MOD1004	SIREN,400W,OMNI DIR	\$3,255.00
MOD2008	SIREN,800W,OMNI DIR	\$4,641.00
MOD3012	SIREN,1200W,OMNI DIR	\$6,161.40
MOD4016	SIREN,1600W,OMNI DIR	\$7,602.00
MOD5020	SIREN,2000W,OMNI DIR	\$9,114.00
MOD6024	SIREN,2400W,OMNI DIR	\$10,466.40
MOD6032	SIREN 3200W OMNI DIR	\$11,907.00
MOD6048	SIREN 4800W, OMNI DIR	\$13,692.00
MODEM-MSK	MODEM-MSK	\$1,701.00
MODEM-MTG-KIT	MODEM-MSK MOUNTING KIT W/ VEHICLE PLUG	\$33.60
OMNI-YAGI	ANTENNA	\$298.20
10A3	CABLE,25' PL259 MALE & ADPT	\$56.28
10A6	ANTENNA,ARC	\$29.40
RP164	ANT,GROUNDING PLANE	\$84.00
AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$92.40
AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$105.00
PVS220W-24	SOLAR POWER OPTION, UV	\$3,439.80
PVS220W-48	SOLAR POWER OPTION, DC	\$3,439.80
SS2000	1-WAY CNTL,DESK MOUNT	\$1,596.00
SS2000D	DIGITAL 2-WAY CNTL,DESK MT	\$2,688.00
SS2000DR	DIGITAL 2-WAY CNTL,19" RACK MT	\$2,688.00
SS2000R	1-WAY CNTL,19" RACK MT	\$1,596.00
SS-REMOTE	SS2000 REMOTE ACTIVATION	\$474.60
UV400	Amplifier - 400W	\$529.20
UVARM	UV AUDIO & RELAY	\$634.20
UVH	CNTL,1-WAY,HI BND,PLUG IN	\$3,717.00
UVH6048	DBL CNTL,1-WAY,HI BND,PLUG IN	\$5,985.00
UVU6048	DBL CNTL,1-WAY,UHF BND,PLUG IN	\$5,985.00
UVT6048	DTMF,2-WAY,DUAL CONTROL	\$6,766.20
UVTD6048	DIGITAL,2-WAY,DUAL CNTL	\$6,438.60
UVTD6048-IP	DIGITAL,2-WAY,DUAL CNTL, IP ENABLED	\$7,236.60
UVTDH	DIGITAL,2-WAY,HI BND,120V	\$4,725.00
UVTDH6048	DIGITAL,DUAL CNTL,HIGH	\$7,236.60

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UVTD-IP	DIGITAL,2-WAY, IP ENABLED	\$4,284.00
UVTDU	DIGITAL,2-WAY,UHF,120V	\$4,767.00
UVTDU6048	DIGITAL,DUAL CONTROL,UHF	\$7,274.40
<b>Software</b>		
SE3000	SOFTWARE ENCODER W/MODEM-MSK	\$1,927.80
SE3000CLNT	SE3000 CLIENT SOFTWARE	\$1,255.80
SE3000CLNT-W	SE3000 CLIENT WARRANTY	\$210.00
SE3000-IO	IO OPTION FOR SE3000	\$1,255.80
SE3000-W	SE3000 WARRANTY	\$210.00
SFCD10	SFCDWARE SOFTWARE,PRGMNG,10 SITES	\$1,638.00
SFCD25	SFCDWARE SOFTWARE,PRGMNG,25 SITES	\$3,213.00
SFCD255	SFCDWARE SOFTWARE,PRGMNG,255 SITES	\$4,783.80
X-PC-17	Desktop computer with 17" monitor	\$2,520.00
<b>INSTALLATION</b>		
TK-I-2001ADC	Electromechanical Siren Install, 4 Std Batteries, 50' Class 2 Wood Pole Deduction for customer supplied and installed pole	\$5,510.00 -\$800.00
TK-I-BRADIO	Base Radio Install	\$709.80
TK-I-DCCTR	DCFC/UV Controller Only Install w/ Batteries	\$1,974.00
TK-I-ENCODER	Encoder Install	\$1,129.80
TK-I-ENRDPKG	Encoder & Radio Install Pkg	\$1,318.80
TK-I-FCCTR	FC Controller Only Install	\$894.60
TK-I-FCTCTR	FCT Controller Only Install	\$1,272.60
TK-I-MOD1	MOD1004-6032 Install w/ Batteries	\$5,690.00
TK-I-MOD4	MOD6048 Install w/ Batteries	\$5,842.20
Removal	Removal of Equipment and Disposal	\$750.00
TK-S-ADMTRAIN	System Administrator Training	\$1,411.20
TK-S-CPSYSOP	System Optimization, Configuration & Setup	\$520.00
Delco M24MF	Batteries	\$98.00
<b>Service</b>		
Prev Maintenance	Available according to end user configuration. After warranty period - Per mo. per unit	\$45.00
Repair Work	Non- contract repair work on a call basis - per hr.	\$99.75
<b>EM Tools Products</b>		
EMT	EMTOOLS SOFTWARE	\$8,400.00
EMT-MNT	EMTOOLS ANNUAL MAINTENANCE RENEWAL	\$840.00
EMT-SMSG	EMTOOLS SMARTMSG MODULE	\$840.00
EMT-VID	EMTOOLS VIDEO MODULE	\$840.00
EMT-WS	EMTOOLS WEATHER STATION MODULE	\$840.00
<b>Codespear</b>		
CS-ALARM	Initial SmartMsg Alarm Board Hardware	\$1,575.00
CS-CIT-PL	Codespear Citizen Alert Population Fee	\$0.29
CS-CIT-SL1	Citizen Server & Recipient Population Based - Fee (Up To 50,000 Households)	\$3,150.00
CS-CIT-SL2	Citizen Server & Recipient Population Based - Fee (50,001 to 150,000 Households)	\$6,195.00
CS-CIT-SL3	Citizen Server & Recipient Population Based - Fee (150,000 to 500,000 Households)	\$8,400.00
CS-CIT-SL4	Citizen Server & Recipient Population Based - Fee (500,001+ Households)	\$10,500.00
CS-DISPATCH	SmartMsg Dispatch Console	\$1,155.00
CS-D-HOST	Hosted Dialing Services Fee	\$294.00
CS-D-MINUTES	Codespear Hosted Dialing Pre-Paid Call-Out Minutes	\$0.16
CS-D-SETUP	Codespear Hosted Dialing Services Account Setup	\$1,575.00
CS-ED-HOST1	Codespear School Alert Server Applications (1 to 10,000 Profiles - Students/Staff/Faculty)	\$3,150.00
CS-ED-HOST2	Codespear School Alert Server Applications (10,001 to 30,000 Profiles - Students/Staff/Faculty)	\$6,195.00
CS-ED-HOST3	Codespear School Alert Server Applications (30,001 to 50,000 Profiles - Students/Staff/Faculty)	\$8,400.00
CS-ED-HOST4	Codespear School Alert Server Applications (50,001+ Profiles - Students/Staff/Faculty)	\$10,500.00
CS-ED-RCP	(Minimum # of Full SmartMsg Client/User Profile Licenses required. TBD per Customer basis)	\$1.18
CS-GEOCLI	SmartMsg GEO Console - GIS Client Workstation License (Licensed Per Workstation)	\$1,155.00
CS-HOST-FEE	Annual server Hosting Fee	\$525.00



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CS-H-SETUP	Codespear Hosted Server Account Setup (per Server)	\$3,780.00
CS-I-1R	Includes Codespear Server, 1 RIU, 15 full licenses, 40 Recipients, 1 Dispatch Console, (4 cables listed separately @ NoCharge)	\$12,432.00
CS-I-1RS	Includes Codespear Server, 1 RIU, 15 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt.1 Dispatch Console, (4 cables listed separately @ NoCharge)	\$15,540.00
CS-I-1RSLAP	Includes Codespear Server, 1 RIU, 15 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt.1 Dispatch Console, Laptop with Vista, (4 cables listed separately @ NoCharge)	\$19,740.00
CS-I-1RSPC	Includes Codespear Server, 1 RIU, 15 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt.1 Dispatch Console, WIN2003 Server, (4 cables listed separately @ NoCharge)	\$19,740.00
CS-I-2R	Includes Codespear Server, 2 RIU, 19 full licenses, 40 Recipients, 1 Dispatch Console, (8 cables listed separately @ NoCharge)	\$19,152.00
CS-I-2RS	Includes Codespear Server, 2 RIU, 19 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt, 1 Dispatch Console, (8 cables listed separately @ NoCharge)	\$21,840.00
CS-I-2RSLAP	Includes Codespear Server, 2 RIU, 19 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt, 1 Dispatch Console, Laptop with Vista, (8 cables listed separately @ NoCharge)	\$26,040.00
CS-I-2RSPC	Includes Codespear Server, 2 RIU, 19 full licenses, 40 Recipients, Set up, one-day training, Project Mgmt, 1 Dispatch Console, WIN2003 Server, (8 cables listed separately @ NoCharge)	\$26,040.00
CS-I-CS-CU	System Assuranc & Installation	\$1,575.00
CS-MOD-AD	SmartMsg Active Directory	\$4,200.00
CS-MOD-ETEAM	SmartMsg ETEAM Module	\$5,250.00
CS-MOD-GIS	SmartMsg GEO Module - GIS Based Alerting (Licensed Per Individual Server Requiring GIS Module Interfa	\$2,520.00
CS-MOD-RAM	SmartMsg Ramsafe Module	\$5,250.00
CS-MOD-SENSOR	SmartMsg Sensor Module	\$2,625.00
CS-MOD-TTY	SmartMsg TDD/TTY Module	\$1,155.00
CS-MOD-VOIP	SmartMsg Voice-Over-IP (VoIP) Server Module Fee 5	\$3,780.00
CS-PRJMAN	Project Management and Training	\$1,575.00
CS-RIU	Radio Interface Unit with 4 ports, Includes 2 Radio Cables	\$5,355.00
CS-RIUCBL1 - CS-RIUCBL999	Radio/Mobile Base Station Interface Cables	\$315.00
CS-SCENMGR	SmartMSG Scenario Manager Base Module - Incident Planning & Execution Tool	\$8,925.00
CS-SCEN-CLI	SmartMSG Scenario Manager Client Workstation License (Licensed Per Workstation)	\$1,155.00
CS-SERVER	Unlimited Communications Servers - Software License (Supports up to 1,000 SmartMsg User Profiles Lice	\$3,939.60
CS-SERVER1	Unlimited Communications Servers - Software License (Supports over 1,000 SmartMsg User Profiles Licer	\$7,875.00
CS-SMCLIFULL	SmartMsg Client/User Profile Licenses	\$57.12
CS-SMCLIRCP	SmartMsg Recipient Only User Profile Licenses (Minimum # of Full SmartMsg Client/User Profile Licenses required. TBD per Customer basis)	\$8.40
CS-VEGA400DS	VoIP/SIP 1U Rack-Mount Gateway Card (Vega400 Double Span)	\$8,610.00
CS-VEGA400QS	VoIP/SIP 1U Rack-Mount Gateway Card (Vega400 Quad Span)	\$12,810.00
CS-VEGA400SS	VoIP/SIP 1U Rack-Mount Gateway Card (Vega400 Single Span)	\$4,725.00
CS-VEGA50EUR	VoIP/SIP 1U Desk-Mount Gateway Card (Vega50 Europa)	\$1,260.00
CS-WEBPORTAL	Web Based User Profile Alerting Portal	\$3,150.00



Appendix A-1 Pricing List

	SIRENS FOR EMERGENCY VEHICLES	MARC pricing
LGD45-00146	Legend LED Lightbar red-blue w/amber arrow, includes TD/AL mounting system & vehicle hiik kit	\$1,560.00
LGD45-specify	Legend LED lightbar w/TD,AL. Specify colors. Includes TD/AL mounting system & vehicle hook kit	\$1,560.00
454200	Highlighter LED mini lightbar, red/blue or amber	\$400.46
HLC-A	Highlighter mini lightbar, halogen. Amber	\$110.43
690002	PA300 siren, 100 watt with microphone	\$275.79
SS2000SM-D	Smart Siren with SignalMaster control, 200 watt	\$970.77
640000	PA640 siren and switch control, 100 watt	\$393.57
MS100	DynaMax speaker, 100 watt	\$174.13
8567079B-09	DynaMax speaker bracket for CVPI grille	\$20.67
8567079A-specify	DynaMax speaker bracket - specify vehicle type	\$15.60
750501	AS124 speaker, economy 100 watt	\$99.77
329000	Viper LED light, single head, specify R/B/A	\$134.35
329000-XX	Viper LED light, dual head, specify R/B/A	\$253.56
SY12SS-A	Sentry beacon light, amber dome, halogen	\$59.47
416111	Corner strobe system, 60 watt four-head complete	\$289.25



YEARLY CONTRACT for STORM WARNING SIRENS  
MARC-KCRPC BID/CONTRACT NO. 41

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Blue Valley Public Safety, Inc., hereinafter referred to as "Contractor" is effective this 1st day of October, 2009.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the proposal from: Blue Valley Public Safety, Inc. The specifications, requirements, Annual Wage Order 16, and pricing submittal by Contractor are made a part of this contract.

*Ἐν ἰσχύϊ τῶν ἀδελφωτικῶν ἐννομιῶν, ἡ ἐν τῇ ἐπισημοῦσιν ἐπισημοῦσιν, ἡ ἐν τῇ ἐπισημοῦσιν ἐπισημοῦσιν, ἡ ἐν τῇ ἐπισημοῦσιν ἐπισημοῦσιν:*

1. SCOPE OF SERVICES

Provide materials and services as a one-year contract for MARC/KCRPC Participants or Non-Participant. The contract pricing includes administrative fees of 1.5%, which is built into the quoted pricing. Fees shall also apply to any Non-Participant quote provided by the Contractor. The Contractor will be responsible for tracking all sales made against this contract, and submit a monthly detailed report, along with payment of any administrative fees due to MARC.

Contract includes Appendix A price list with specifications and specific requirements, Appendix B required forms for prevailing wage reporting, and Appendix C Annual Wage Order 16 for Missouri counties.

The following are additional available discounts to Appendix A price list:

- a. Prepaid equipment will receive ½% (one-half percent) discount.
- b. If separate purchase order is written for the installation, will receive a 5% discount on installation.
- c. If a separate purchase order is written for installation, and there are more than 3 sirens, an additional 5% discount will be received on the installation.

2. CONTRACT TIME

Contract is effective from October 1, 2009 to September 30, 2010 with the option to renew perpetually, on an annual basis, until cancelled by either party.

3. INVOICES

Invoices shall be prepared and submitted in triplicate to the ordering Participant or Non-Participant. Invoices shall contain the following information: Contract Number, Purchase Order number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant or Non-Participant. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.

4. TERMINATION

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

5. CHANGES AND ADDITIONAL SERVICES

MARC/KCRPC may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract.

Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

**6. CONFLICTS OF INTEREST**

The Contractor, by acceptance of any purchase order resulting from this contract, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**7. COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

- a. New Missouri legislation requiring that all employees working for contractors or subcontractors on "Public Works" construction projects complete a 10-hour construction safety training program. This new law goes into effect August 28, 2009. The text of this law can be found in HB 1549 in Section 292.675.
- b. Annual Wage Order No. 16 - The Labor and Industrial Relations Commission has issued Orders resolving all objections filed to Annual Wage Order No. 16. Therefore, Annual Wage Order No. 16 is now final and in effect as of May 7, 2009. Wage orders for Missouri counties (Cass, Clay, Jackson, Johnson, Pettis, Platte and Ray) are provided in Appendix C.

**8. INDEMNIFICATION**

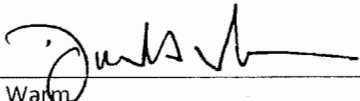
Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to MARC/KCRPC and the Participants, and to indemnify the Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

**9. NOTICES**

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:



David A. Warren  
Executive Director  
Mid-America Regional Council  
600 Broadway Suite 300  
Kansas City MO 64105-1554

By:



Authorized Representative  
Norma R. Cates  
Blue Valley Public Safety, Inc.  
PO Box 363, 509 E James Rollo Drive  
Grain Valley MO 64029  
P. 800-288-5120 (F. 816-847-7513)  
Email: [normacates@bvponline.com](mailto:normacates@bvponline.com)  
Web: [www.bluevalleypublicsafety.com](http://www.bluevalleypublicsafety.com)

President

Title:

10/22/09

Date:

Date:

10/7/09

- Enclosures:
- Appendix A (price list, specifications and special requirements)
  - Appendix B (prevailing wage forms)
  - Appendix C (Annual Wage Order 16 for 7 counties will be provided electronically upon request)

Distribution:

Originals (2): Contractor and KCRPC Program Coordinator

Copies to: Participants (cities of Warrensburg, Blue Springs, Lee's Summit, Mission KS, Overland Park KS), Platte County Sheriff's Department.

MARC-KCRPC Contact:

Rita Parker, KCRPC Program Coordinator

816-246-5083 (Fax 816-421-7758)

Email: [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)

Web: [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/7/2016

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

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

<b>PRODUCER</b> Creative Planning Property & Casualty LLC 11350 Tomahawk Creek Parkway Ste 200 Leawood KS 66211	<b>CONTACT NAME:</b> Donna Keck <b>PHONE (A/C, No, Ext):</b> (913) 341-0900 <b>E-MAIL ADDRESS:</b> dkeck@cpfirms.com	<b>FAX (A/C, No):</b> (913) 341-0901
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Blue Valley Public Safety, Inc. dba Cates Audio PO Box 363 Grain Valley MO 64029	<b>INSURER A:</b> Cincinnati Specialty Underwriters <b>NAIC #</b> 13037	
	<b>INSURER B:</b> Cincinnati Insurance Company <b>10677</b>	
	<b>INSURER C:</b> American Interstate Insurance Co. <b>31895</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 16-17 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	CSU0050784	9/7/2016	9/7/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	EBA0209327	9/7/2016	9/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0050785	9/7/2016	9/7/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<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	AVWCMD2530442016	9/7/2016	9/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured on a primary and non-contributory basis including ongoing and completed operations as respects General Liability when required by written agreement. Certificate holder is an additional insured as respects Automobile Liability when required by written agreement. A Waiver of Subrogation is included as respects General Liability, Automobile Liability and Workers Compensation when required by written agreement and where allowed by law. Umbrella follows form.

<b>CERTIFICATE HOLDER</b> County of Boone, MO 613 E Ash Street, Room 110 Columbia, MO 65201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Culbertson/DJK
--	--

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 University Park, Illinois 60484-0975  
 800.548.7229  
 alertnotification.com

Contact Name: Della Luster  
 Customer: Boone County Emergency Mgmt.  
 Address: 609 E. Walnut  
 City: Columbia  
 State: MO  
 Zip: 65201  
 Phone: 573-886-7124  
 Cell: \*  
 Fax: \*  
 Email: dluster@boonecountymmo.org  
 Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS  
 106171533  
 Please reference quote  
 no. on your order  
 Date Quoted: 1/6/17

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
1	2	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	900	\$ 7,744.00	\$ 15,488.00
2	2	DCFCBDBU	DIGITAL CONTROLLER, UHF BAND	235	470	\$ 6,395.72	\$ 12,793.44
3	2	OMNI-16	ANTENNA, 460-470MHz UHF	25	50	\$ 353.76	\$ 707.52
4	2	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	40	\$ 118.80	\$ 237.60
<b>Total Equipment</b>							<b>\$ 29,226.56</b>

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
1	1	ES-FREIGHT	Shipping Fees	185	1,460		\$ 1,328.48
1	2	TK-1-2001DC-22	2001 DC Only Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2			\$ 5,886.00	\$ 11,772.00
2	2	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM			\$ 580.00	\$ 1,160.00
3	2	TK-IO-CUSREMOV	Removal Services, Custom			\$ 750.00	\$ 1,500.00
4	1	BV-PM	PROJECT MANAGEMENT			\$ 1,200.00	\$ 1,200.00
<b>Total Services</b>							<b>\$ 15,632.00</b>

**Total of Project \$ 46,187.04**

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
1	2	BV-Traffic	Traffic Control, if required			\$ 250.00	\$ 500.00
2	2	BV-Power	Cost associated with electrical inspections / permits, if required			\$ 750.00	\$ 1,500.00
3	1	TK-IO-CRTPAY-CU	Prevailing Wage/Certified Payroll/Davis-Bacon Act Fee			\$ 1,199.00	\$ 1,199.00
4		BV-CC	3% Credit Card Processing Fee - Visa or MasterCard are accepted. Fee will be 3% of the total project.			\$	

**Total (including all options) \$ 49,386.04**

**Terms / Conditions**

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

**Adverse Site Conditions:** including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates  
**Title:** General Manager

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB Destination  
**Terms:** Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.

Brian Cates  
 \_\_\_\_\_  
 Signature




2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
alertnotification.com

Contact Name: Della Luster  
Customer: Boone County Emergency Mgmt.  
Address: 609 E. Walnut  
City: Columbia  
State: MO  
Zip: 65201  
Phone: 573-886-7224  
Cell: \*  
Fax: \*  
Email: dluster@boonecountymo.org

Quotation No.: FWS  
106171533  
Please reference quote  
no. on your order  
Date Quoted: 1/6/17

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

  
\_\_\_\_\_  
Signature: Director  
\_\_\_\_\_  
Title:

1-9-17  
Date:

Purchase Order MUST be made out to  
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484  
Purchase Order MUST be e-mailed, mailed or faxed to:  
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513  
[dee@hvspsonline.com](mailto:dee@hvspsonline.com)



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Quotation No.: FWS  
106171533

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplement or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses or disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. ~~FSC Factory~~ <sup>Destination - BE</sup>. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00. <sup>BE Customer FSC/Seller</sup>

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.





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(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of ~~Illinois~~ <sup>Missouri</sup>. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in ~~Cook or DuPage County, Illinois~~. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued. *Boone Co., Mo*

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's REASONABLE CONTROL, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive  
University Park, Illinois 60466-3195  
708-534-3400  
federalsignalpublicsafety.com

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 24th day of January 20 17

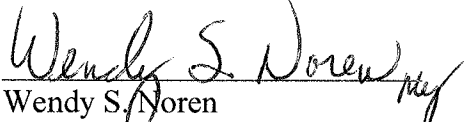
the following, among other proceedings, were had, viz:

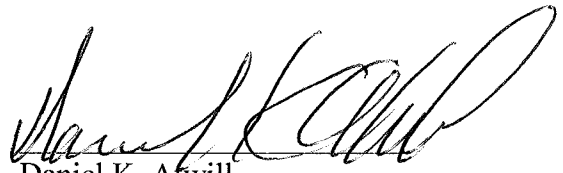
Now on this day the County Commission of the County of Boone does hereby award bid 54-29DEC16 – Construction of the Boone County Backup 911 Center at 609 E. Walnut to Little Dixie Construction, LLC of Columbia, MO.

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

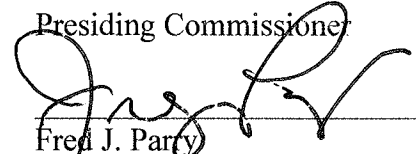
Done this 24th day of January, 2017.

ATTEST:

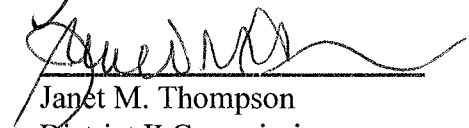
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

37-2017

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: January 19, 2017  
RE: Bid Award Recommendation: *54-29DEC16 – Construction of Boone County Backup 911 Center – 609 E. Walnut*

The Request for Bid for *54-29DEC16 – Construction of Boone County Backup 911 Center – 609 E. Walnut* closed at 9:00 a.m. on January 10, 2017 and was opened during a Boone County Commission meeting at 9:30 a.m. on January 10, 2017. Six bid responses were received.

After a thorough review by Boone County bid review committee and our architect PWAarchitects, recommendation for award is Little Dixie Construction, L.L.C. of Columbia, MO. Evaluation was based upon price, the completeness of the Bid, the Bidder's skill, ability, responsibility, experience, capacity, financial standing, schedule, efficiency and references.

Award includes the Base Bid for \$214,707.00 and the alternate bid for \$17,300.00 for a total contract cost of \$232,007.00. Invoices will be 4102 – ECC Backup Center, account 71201- Construction Costs.

cc: Bid File  
Doug Coley, Director of Facilities Maintenance  
Chad Martin, Director of Joint Communications  
Eric Miller, PWAarchitects

## 54-29DEC16 - Construction of Boone County Backup 911 Center

BID TABULATION	Grove Construction L.L.C.	Little Dixie Construction	G & T Construction L.L.C.	Professional Contractors & Engineers Inc.	GBH Builders Inc.	Rhad A Baker Construction
Description	Total	Total	Total	Total	Total	Total
Base Bid	\$215,000.00	\$214,707.00	\$220,000.00	\$247,000.00	\$214,617.00	\$235,400.00
Alternate Bid 1	\$18,125.27	\$17,300.00	\$38,000.00	\$17,000.00	\$37,387.00	\$36,650.00
<b>Bid Total</b>	<b>\$233,125.27</b>	<b>\$232,007.00</b>	<b>\$258,000.00</b>	<b>\$264,000.00</b>	<b>\$252,004.00</b>	<b>\$272,050.00</b>
<b>HVAC</b>	<b>\$92,248.00</b>	<b>\$102,000.00</b>	<b>\$92,248.00</b>	<b>\$92,500.00</b>	<b>\$106,159.00</b>	<b>\$82,200.00</b>
<b>Plumbing</b>	<b>\$5,870.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<b>Electrical</b>	<b>\$52,200.00</b>	<b>\$36,900.00</b>	<b>\$52,200.00</b>	<b>\$52,200.00</b>	<b>\$55,330.00</b>	<b>\$69,000.00</b>
<b>Sub Contractor Total</b>	<b>\$150,118.14</b>	<b>\$138,900.00</b>	<b>\$144,448.00</b>	<b>\$144,700.00</b>	<b>\$161,489.00</b>	<b>\$166,200.00</b>
Bid Response	YES	YES	YES	YES	YES	YES
Debarment	YES	YES	YES	YES	YES	YES
Work Authorization Certification	YES	YES	YES	YES	YES	YES
Statement of Bidders Qualifications	YES	YES	YES	YES	YES	YES
Anti-Collusion Statement	YES	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES	YES
Signature and Identity of Bidder	YES	YES	YES	YES	YES	YES
Bidders Acknowledgment	YES	YES	YES	YES	YES	YES
Acknowledge Addendums #1, #2, #3, #4	YES	YES	YES	YES	YES	YES
Time of Completion Base Bid (working days Monday through Friday)	50 Days	38 Days	45 Days	40 Days	60 Days	60 Days
Time of Completion Alternate 1 (working days Monday through Friday)	7 Days	6 Days	0 Days	10 Days	0 Days	10 Days
HVAC Sub	Clearview Enterprises	Hulett Plumbing	Clearview Enterprises	Clearview Enterprises	Harold G. Butzer	Harold G. Butzer
Plumbing Sub	Johnson Plumbing	Hulett Plumbing	Clearview Enterprises	Clearview Enterprises	Harold G. Butzer	Harold G. Butzer
Electrical Sub	Coastal Electrical	Bright Electrical	Coastal Electric	Coastal Electric	Coastal Electric	Meyer Electric

NO BIDS - None

37-2017

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and **Little Dixie Construction, L.L.C.** (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:

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

**Project Name: Construction of Boone County Backup 911 Center – 609 E. Walnut**

**Bid Number: 54-29DEC16**

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders
2. Instructions to Bidders
3. Bid Response
4. Bid Form
5. Certification Regarding Debarment
6. Work Authorization Certification
7. Statement of Bidder's Qualifications
8. Anti-Collusion Statement
9. Signature and Identity of Bidder
10. Bidder's Acknowledgment
11. Insurance Requirements
12. Contract Conditions
13. Contract Agreement
14. Performance Bond
15. Labor and Material Payment Bond
16. Affidavit of Compliance with OSHA Requirements
17. Affidavit of Compliance with Prevailing Wage Law
18. General Specifications
19. State Prevailing Wage Rates - Annual Wage Order #23
20. Standard Terms and Conditions
21. Drawings
22. Boone County Bid Addendums #1 - #4

It is understood and agreed that, except as may be otherwise provided for by the Specifications the work shall be done in accordance with the contract documents. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified in the Specifications and the Drawings, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. Contractor 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. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of any plans and the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.
4. Time and Manner of Construction:
  - 4.1. The said Contractor agrees 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 proposal or such additional time as may be allowed by the Owner under the Contract. Contractor has proposed Thirty-Eight (38) "Working Days," and Six (6) additional "Working Days," and agrees to pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each day thereafter, that the work remains incomplete.
  - 4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.
  - 4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, Drawings, and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.
5. Construction not in proposal: Contractor also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:
  - 5.1. The cost of materials shall be determined by the invoices.
  - 5.2. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.
  - 5.3. The cost of overhead and profit, when agreed to by Owner, shall not exceed 7% of the cost of the change order for each.
  - 5.4. Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.

6. The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Architect as requested to coordinate the work and administer the project.
7. The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.
8. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.
9. The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.
10. The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.
11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, and audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

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

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

The Owner agrees to pay the Contractor in the amount: Base Bid: \$214,707.00 and the alternate bid \$17,300.00 for a total contract amount of **Two Hundred Thirty-Two Thousand, Seven dollars and no cents. (\$232,007.00)**

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

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

(Date)

CONTRACTOR:

By: \_\_\_\_\_  
Authorized Representative Signature

By: John L. Stokes  
Authorized Representative Printed Name  
Title: Member

OWNER:  
BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

\_\_\_\_\_  
Boone County Counselor

ATTEST:  
\_\_\_\_\_  
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: June Pitchford by HA Date: 1-19-17 Appropriation Account: 4102/71201 / \$232,007.00



## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Little Dixie Construction LLC

3316 LeMone Industrial Blvd., Columbia, Missouri 65201

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

a Corporation, organized under the laws of the State of Massachusetts  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of Two Hundred Thirty-Two Thousand, Seven dollars and no cents Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 1-24-17 entered into a  
Contract with Owner for:

BID NUMBER

54-29DEC 16 – CONSTRUCTION OF BOONE COUNTY BACKUP 911 CENTER – 609 E.  
WALNUT

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

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

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

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

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

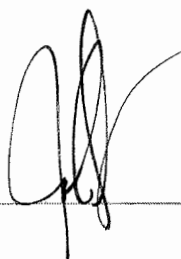
Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 18th day of January, 2017.

Little Dixie Construction, LLC  
(Contractor)

(SEAL)  
BY:  \_\_\_\_\_

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)  
BY:  \_\_\_\_\_  
(Attorney-In-Fact)

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

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

Surety Contact Name: Barry McGee  
Phone Number: (913) 319-7011  
Address: 8700 Indian Creek Pkwy, Ste 350  
Overland Park, KS 66210

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Little Dixie Construction, LLC  
3316 LeMone Industrial Blvd., Columbia, MO 65201,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

a corporation organized under the laws of the State of Massachusetts,  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, for the use and benefit of claimants as herein below defined, in the amount of  
Two Hundred Thirty-Two Thousand, Seven dollars and no cents DOLLARS

(\$ 232,007.00), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated 1-24-17 entered  
into a contract with Owner for

BID NUMBER  
54-29DEC16 – CONSTRUCTION OF BOONE COUNTY BACKUP 911 CENTER – 609 E.  
WALNUT

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 18th day of January 20 17.

CONTRACTOR Little Dixie Construction, LLC (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY: 

BY: Megan Shively  
(Attorney-In-Fact) Teresa Stephenson  
(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).

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

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

Certificate No. 7541013

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barb Henderson; Bethany Eaton; Cheryl Schaller; Harry D. Naught; Richard L. Naught; Sarah Naught-Bargfrede; Tammy Wickham; Teresa M. Stephenson; Thomas S. Naught; Timothy P. Eastin; Tracie Zacha

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Naught-Naught/Columbia
CONTACT NAME: Naught-Naught/Columbia
PHONE (A/C, No. Ext): 573-874-3102 FAX (A/C, No): 866-779-8102
INSURER(S) AFFORDING COVERAGE: The Travelers Companies

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 54-29DEC16 - Construction of Boone County Backup 911 Center - 609 E. Walnut. County of Boone, Missouri as Additional Insured in regards to the General Liability policy. Umbrella follows form.

CERTIFICATE HOLDER COUNTY1
County of Boone
c/o Purchasing Department
613 E. Ash St.
Columbia, MO 65201
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE





**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



Tom Darrough  
Boone County Treasurer

BOONE COUNTY GOVERNMENT CENTER  
801 East Walnut Street, Room 205  
Columbia, Missouri 65201  
(573) 886-4365  
Fax (573) 886-4369  
treasurer@boonecountymo.org  
WWW.SHOWMEBOONE.COM/TREASURER

Direct Deposit Authorization  
for Electronic Funds Transfer

Financial Institution Information

ABA Routing Number 081500859  
Account Number 003 117 8  
Financial Institution Name Central Bank of Boone Cty  
Account Name Little Dixie Construction LLC  
Address 3316 Lemone Industrial Blvd  
City Columbia  
State MO ZIP Code 65201

Checking  Savings

Authorization to Make Electronic Fund Payments

I authorize the County of Boone to deposit, by electronic fund transfer, payments owed and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The County of Boone shall deposit the payments in the financial institution and account designated above. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or my payments may be erroneously transferred electronically.

I consent to and agree with the National Automated Clearing House Association Rules and Regulations regarding electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed.

Authorized Signature

Printed Name

Title

Date

[Handwritten Signature]  
Member

John States  
1-17-17



Tom Darrough  
Boone County Treasurer

BOONE COUNTY GOVERNMENT CENTER  
801 East Walnut Street, Room 205  
Columbia, Missouri 65201  
(573) 886-4365  
Fax (573) 886-4369  
treasurer@boonecountymo.org  
WWW.SHOWMEBOONE.COM/TREASURER

Direct Deposit Authorization  
for Electronic Funds Transfer

\_\_\_\_\_ New Vendor      \_\_\_\_\_ New Bank Information      \_\_\_\_\_ Change Bank Information

**Mailing Address**

Name Little Dixie Construction LLC  
Address 3316 Lemone Industrial Blvd  
City Columbia  
State mo      ZIP Code 65201

**Contact Information**

Contact Name Tracy Stock  
Email Address tstock@ldconst.com  
Phone 573-449-7200  
Fax 573-449-7300

**Additional Contact Information (Optional)**

Contact Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone \_\_\_\_\_

**Tax Identification Information**

Federal ID Number 43-1877159  
Federal ID Name Little Dixie Construction LLC

**BID FORM**

**Construction of Boone County Backup 911 Center – 609 E. Walnut  
Bid Number: 54-29DEC16**

**TO: Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201**

**FOR: Boone County Backup 911 Center  
609 E. Walnut  
Columbia, MO 65201**

**Date: January 10th, 2017**

**From: Little Dixie Construction hereinafter called the Bidder.**

**The undersigned as Bidder, having examined the proposed Contract Document as titled: Boone County Backup 911 Center – 609 E. Walnut and dated November 10, 2014, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda**

**IN SUBMITTING THIS BID, THE BIDDER AGREES:**

To hold open the Bid for sixty (60) days from the date shown above;

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

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

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by the date within Bidder's bid proposal.

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

**To construct the Work for the Base Bid lump sum of:**

two hundred fourteen thousand seven hundred and seven dollars 214,707

**The Bidder agrees to include, if acceptable by the Owner, work of the following Alternates as specified for the additional amount of:**

**Alternate Bid Number 1 - Supply and install the Clean Agent Fire Extinguishing System for the Server Room. The Contractor will be responsible for the design of the specified system including controls. The specification of the system is indicated on the Mechanical Drawings. Coordinate with the Owner for space considerations. Base bid does not include this system.**

Seventeen thousand three hundred dollars 17,300

**TIME OF COMPLETION:**

If the Bidder's proposal is accepted, the undersigned shall complete all Work indicated in the Contract Documents within the following working days, after and including same date of letter of Notice to Proceed.

- 1. Base Bid: 38 thirty Eight Working Days
- 2. Alternate 1: 6 Additional Working Days

Liquidated Damages: The undersigned agrees to pay to, or allow the Owner as liquidated damages, the sum of Five Hundred Dollars (\$500.00), for each day thereafter, Sundays and holidays excepted, that the work remains incomplete.

**BID ITEMS:**

For the purpose of analyzing Bids, the following items shall be written in both words and figures in the spaces provided. These prices shall be included in the Base Bid prices in item 2 above. These prices shall include all labor, material, equipment etc., necessary to complete the Work indicated.

HVAC: one hundred and two thousand dollars Dollars (\$ 102,000 )  
 Plumbing: Included with HVAC Dollars (\$ Incl. HVAC )  
 Electrical: thirty six thousand nine hundred dollars Dollars (\$ 36,900 )

***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.***

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>
December 19th, 2016	Add #01
January 4th, 2017	Add #02 &03
January 5th, 2017	Add #04

COMPANY NAME: Little Dixie Construction

ADDRESS: 3316 LeMone Industrial Blvd.

CITY, STATE, ZIP Columbia, MO, 65201

PHONE NUMBER: (573) 449-7200

E-MAIL JLStates@ldconst.com

AUTHORIZED REPRESENTATIVE: John States

TITLE: Member

SIGNATURE: 

**List all Subcontractors with contact information to be utilized on this project (or attach list).**

Please see attached.

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**Bidder must provide a list of references for all proposed subcontractors for project on attached list.**

**List Project Manager and Field Superintendent to be assigned to the Project (name and brief experience summary) (or attach list).**

Please see attached.

PM - Nate

Super - Brian

**List all work to be self performed by the Bidder on this project (or attach list).**

Concrete, site work, Carpentry, Demolition

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

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

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

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

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

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

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

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

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

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



Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract time will be based on the days listed in the proposal form of the selected Contractor..**

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

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

The 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.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Boone County Backup 911 Center

Project No.: 54-29DEC16

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

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

### SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name:

 Little Dixie Construction

By:

(Signature)

John States

(Print or Type Name)

Title:

Member

Address:

3316 LeMone Industrial Blvd.

City, State, Zip:

Columbia, MO, 65201

Phone:

(573) 449-7200

Fax:

(573) 449-7300

Date:

January 10th, 2017

(Please complete and return with Contract)

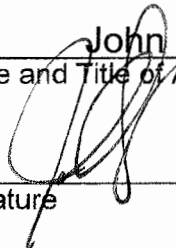
**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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.

John States, Member  
Name and Title of Authorized Representative

  
Signature

January 10th, 2017  
Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

Company ID Number:

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Little Drive Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 148023

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Little Dixie Construction LLC
Company Facility Address	3316 Lemone Industrial Columbia MO 65201
Company Alternate Address	
County or Parish	Boone City
Employer Identification Number	43-1877159
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	35
Number of Sites Verified for	1

# E-Verify

Employment Eligibility Verification

Welcome  
Jonathan States

User ID  
JSTA9385

Last Login  
10:03 AM - 07/22/2010

[Log Out](#)



- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

## Company Information

**Company Name:** Little Dixie Construcclon LLC

[View / Edit](#)

**Company ID Number:** 148023

**Doing Business As (DBA) Name:**

**DUNS Number:**

### Physical Location:

**Address 1:** 3316 LeMone Industrial Blvd

**Address 2:**

**City:** Columbia

**State:** MO

**Zip Code:** 65201

**County:** BOONE

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

### Additional Information:

**Employer Identification Number:** 431877159

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

**Organization Designation:**

**Employer Category:**

**NAICS Code:** 236 - CONSTRUCTION OF BUILDINGS

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 1

[View / Edit](#)

[View MOU](#)



**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 John L. Stokes

I am an authorized agent of Little Dixie Construction (Bidder).

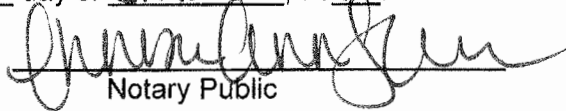
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation 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
<u>John L Stokes</u> Printed Name	

**THERESA ANN STOCKINGE**  
 Notary Public - Notary Seal  
 State of Missouri  
 County of Boone  
 My Commission Expires January 1;  
 Commission #16605624

Subscribed and sworn to before me this 10<sup>th</sup> day of JANUARY, 2012.

  
 Notary Public

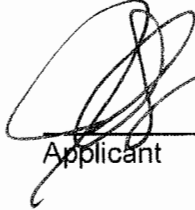
**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution

## CERTIFICATION OF INDIVIDUAL BIDDER

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

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

  
Applicant

1-10-17  
Date

John L. Steles  
Printed Name

MISSOURI

*J. R. Miller*

DRIVER LICENSE



9. SEX: F      4b. EXP: 10/09/2019  
4d. DL NO: T211283001      3. DOB: 10/09/1970  
1. STATES  
2. JONATHAN LEE  
5. 8075 S. ARROWHEAD DR  
COLUMBIA, MO 65203  
8a. END: NONE  
12. RESTRICTIONS: NONE  
13. SEX: M      17. WGT: 200 lb      4a. ISS: 10/09/2013  
18. WGT: 6-01"      18. EYES: BLU



*J. R. Miller*

5. DD: 132142838051

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Little Dixie Construction
2. Business Address: 3316 LeMone Industrial Blvd, Columbia, MO, 65201
3. When Organized: 1964
4. When Incorporated: N/A
5. If not incorporated, state type of business and provide your federal tax identification number:  
LLC, 43-1877159
6. Number of years engaged in contracting business under present firm name:  
51
7. If you have done business under a different name, please give name and location:  
N/A
8. Percent of work done by own staff: 30 %
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: Please See attached.
12. List of projects currently in progress: Please See attached.

\* Attach additional sheets as necessary \*

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

John L. STATES, being first duly sworn, deposes and

says that he is member  
(Title of Person Signing)

of Little Dixie Construction LLC  
(Name of Bidder)

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

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

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 10th day of JANUARY, 2017

[Signature]  
Notary Public

THERESA ANN STOCKINGER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone

My Commission Expires 1/12/2020

My Commission Expires January 12, 2021  
Commission #16605624

## SIGNATURE AND IDENTITY OF BIDDER

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

LLC

( ) sole individual                       partnership                      ( ) joint venture  
 ( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated January 10th, 20 17

Name of individual, all partners, or joint venturers:

Address of each:

John States  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2925 W. Arrowhead Lake Dr., Columbia, MO, 65203  
 \_\_\_\_\_  
 \_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri:

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

3316 LeMone Industrial Blvd. Columbia, MO, 6520

N/A  
 (If a corporation - show its name above)

N/A

ATTEST:

\_\_\_\_\_  
 (Secretary)

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

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Boone

On this 10<sup>th</sup> day of JANUARY, 20 17

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

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

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

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

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

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

THHERESA ANN STOCKINGER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone

My Commission Expires January 12, 2020  
Commission #16605624

(SEAL)

[Signature]

Notary Public

My Commission expires JANUARY 12 20 17.

Reference List      LDC

Division 15

Hulett Heating :

LGS Properties - 573-864-4501

Shove Properties - 268-152:

~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~

Electrical 16

Bright electric

LGS Properties - 864-4501

Machens Auto Group - 875-1100





# Document A305™ – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** Boone County Purchasing

**ADDRESS:**

613 East Ash Street  
Room 109  
Columbia, Missouri 65201

**SUBMITTED BY:** Little Dixie Construction, LLC

**NAME:** John L. States

**ADDRESS:**

3316 LeMone Industrial Boulevard  
Columbia, Missouri 65201

**PRINCIPAL OFFICE:**

Corporation

Partnership

Individual

Joint Venture

Other

**NAME OF PROJECT:** *(if applicable)* Boone County Backup 911 Center

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

General Construction

HVAC

Electrical

Plumbing

Other: *(Specify)*

**§ 1 ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Contractor? 52

**§ 1.2** How many years has your organization been in business under its present business name? 52

**§ 1.2.1** Under what other or former names has your organization operated?

N/A

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1 Date of incorporation:
- § 1.3.2 State of incorporation:
- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Limited Liability Company  
Little Dixie Holding Company and John L. States

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Missouri, Kansas, Arkansas, North Carolina, Nebraska

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Missouri, Kansas, Arkansas, North Carolina, Nebraska

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Site Work, Concrete, Rough-in and Finish Carpentry

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Yes

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please see attached.

§ 3.4.1 State total worth of work in progress and under contract:

\$42,911,870

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please see attached.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$25,000,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Please see attached.

#### § 4 REFERENCES

§ 4.1 Trade References:

Boone County Lumber, Columbia Ready Mix, Ahrens Steel

§ 4.2 Bank References:

Central Bank of Boone County

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual

§ 4.3.2 Name and address of agent:

Tom Naught  
Naught-Naught Insurance  
3928 South Providence Road  
Columbia, Missouri 65203

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Furnished upon request.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Williams-Keepers  
2005 West Broadway  
Suite A  
Columbia, Missouri 65203

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6 SIGNATURE

§ 6.1 Dated at this 5th day of January 2017

Name of Organization: Little Dixie Construction

By: John L. States

Title: Member

§ 6.2

Theresa Ann Stockinger being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of January 2017

Notary Public: Theresa Ann Stockinger

My Commission Expires: January 12<sup>th</sup>, 2020

Attachment A

## Little Dixie Construction Jobs-In-Progress

**Project:** Boone Co. Emergency Communications  
**Owner:** County of Boone, Missouri  
**Architect:** PWArchitects  
**Contract Amount:** \$10,150,000  
**Completion Date:** June 2016  
**Percent Complete:** 99%

**Project:** Alpha Gamma Sigma  
**Owner:** Sigma Development Company, LLC  
**Architect:** Klingner & Associates  
**Contract Amount:** \$3,170,000  
**Completion Date:** July 2016  
**Percent Complete:** 100%

**Project:** Great Southern Bank - Bellevue, NE  
**Owner:** Great Southern Bank  
**Architect:** TR,i Architects  
**Contract Amount:** \$1,150,000  
**Completion Date:** Winter 2016  
**Percent Complete:** 95%

**Project:** Plaza Tire - Moberly  
**Owner:** Rhodes Development Company  
**Architect:** Levine Associates  
**Contract Amount:** \$887,500  
**Completion Date:** December 2016  
**Percent Complete:** 95%

**Project:** Break Time - Clinton  
**Owner:** MFA Oil  
**Architect:** Simon Associates  
**Contract Amount:** \$1,290,000  
**Completion Date:** Winter 2017  
**Percent Complete:** 50%

**Project:** Randolph County Administration  
**Owner:** Randolph County Commission  
**Architect:** nFORM Architecture  
**Contract Amount:** \$7,310,000  
**Completion Date:** January 2017  
**Percent Complete:** 98%

**Project:** Delta Gamma  
**Owner:** MU Association of Delta Gamma  
**Architect:** Treanor  
**Contract Amount:** \$9,260,000  
**Completion Date:** August 2017  
**Percent Complete:** 30%

**Project:** IHOP - Rolla  
**Owner:** Sticky Fork, LLC  
**Architect:** Simon Associates  
**Contract Amount:** \$1,200,000  
**Completion Date:** Summer 2017  
**Percent Complete:** 10%

**Project:** IHOP - St. Roberts  
**Owner:** Sticky Fork, LLC  
**Architect:** Simon Associates  
**Contract Amount:** \$1,000,000  
**Completion Date:** Winter 2017  
**Percent Complete:** 5%

**Project:** Solid Waste Administration & Collection Facilities  
**Owner:** City of Columbia  
**Architect:** Connell & Associates  
**Contract Amount:** \$4,245,370  
**Completion Date:** June 2017  
**Percent Complete:** 30%

## Little Dixie Construction Previous Projects

Project	Owner	Architect	Date of	LDC % of	Contract
			Completion	Personnel	Amount
Slim Chickens	SCMO Stone 2 LLC	John Sharpe Architect	Dec-16	20%	\$ 1,040,000
IHOP-Jefferson City	Sticky Fork	Simon Associates, Inc.	Nov-16	30%	\$ 1,200,000
Red Oak Spec Building	Shoppes at Red Oak, LLC	Simon Associates, Inc.	Oct-16	10%	\$ 1,009,000
Crockett Offices	Tim Crockett	Simon Associates, Inc.	Sep-16	40%	\$ 706,000
Jiffy Lube - Providence	MFA Petroleum Company	Simon Associates, Inc.	Sep-16	40%	\$ 156,000
Veterans United - Whiskey	Mortgage Research Center	Simon Associates, Inc.	Sep-16	80%	\$ 690,150
Smoothie King - Jefferson City	FVF-COCOMO LLC	Simon Associates, Inc.	Sep-16	30%	\$ 171,380
Restoration Chiropractic	Dr. Taylor Sirolis	Simon Associates, Inc.	Aug-16	30%	\$ 119,000
Smile Dental Addition	Dr. Kent Johnson, DDS	Simon Associates, Inc.	Aug-16	30%	\$ 133,000
Nourish Market & Café	Kalle LeMone	Simon Associates, Inc.	Jun-16	100%	\$ 108,000
MFA Business Campus	MFA Oil Company	Simon Associates, Inc.	Jan-16	20%	\$ 7,500,000
Break Time - Nifong	MFA Oil Company	Simon Associates, Inc.	Jan-16	25%	\$ 280,000
CBBC - CS2C & Maintenance Facility	Central Bank of Boone County	Simon Oswald Associates	Nov-15	20%	\$ 325,000
Sky Zone - Lee's Summit	LBC Development	Simon Associates, Inc.	Oct-16	10%	\$ 2,950,000
Big O Tire - Business Loop	Rusty Coats	Simon Associates, Inc.	Oct-15	10%	\$ 285,000
IHOP Warrensburg	Sticky Fork	Simon Associates, Inc.	Oct-15	15%	\$ 1,000,000
Great Circle - Westwinds	Great Circle	N/A	Jun-15	60%	\$ 87,550
Plaza Tire - Columbia South	Rhodes Development	Levine Associates	Jun-15	40%	\$ 1,159,221
Veterans United - Oscar	VUHL	Simon Associates, Inc.	May-15	40%	\$ 402,500
The Strand	LGS Properties	Simon Associates, Inc.	May-15	45%	\$ 86,564
MFA Home Office	MFA	Simon Associates, Inc.	Apr-15	30%	\$ 350,000
Great Southern Bank	Great Southern Bank	TRI	Apr-15	15%	\$ 1,020,000
Beyond Meat Production Room	Savage River	Simon Associates, Inc.	Apr-15	30%	\$ 350,000
Break Time - Holden	MFA Oil	Simon Associates, Inc.	Mar-15	30%	\$ 240,000
River Song Spa	LGS Properties	Simon Associates, Inc.	Feb-15	20%	\$ 250,000
Bennigans Remodel	Columbia Hotel Associates	Simon Associates, Inc.	Jan-15	35%	\$ 350,000
Hardee's Watertown South Dakota	Northland Investors	Simon Associates, Inc.	Jan-15	4%	\$ 1,500,000
Smoothie King	Smoothie King	Simon Associates, Inc.	Jan-15	25%	\$ 157,452
Nauser Beverage	Nauser Investments, Inc.	Simon Associates, Inc.	Dec-14	25%	\$ 1,978,837
Break Time - Red Oak	MFA Oil	Simon Associates, Inc.	Dec-14	15%	\$ 1,300,000
Watertown Crossing	Watertown Crossing LLC	Simon Associates, Inc.	Nov-14	4%	\$ 1,500,000
Taco Bell Bernadette	Dunafon Enterprises	Mitzel Associates	Nov-14	26%	\$ 346,678
Plaza Tire Service	Scott Rhodes	Simon Associates, Inc.	Nov-14	15%	\$ 182,000
RMH Landscape Island	Ronald McDonald House	Simon Associates, Inc.	Oct-14	25%	\$ 27,289
Country Club of Missouri	Country Club of Missouri	Peckham & Wright Architects	Oct-14	35%	\$ 2,589,305
Community United Methodist Church	Community United Methodist Ch	Adams Architectural Associates	Aug-14	25%	\$ 598,732
McCosh Shop Annex	McCosh Chevrolet	Simon Associates, Inc.	Jul-14	35%	\$ 804,239
Beyond Meat	Beyond Meat	Simon Associates, Inc.	Jun-14	30%	\$ 186,712
Veterans United - Sierra	Mortgage Research Center	Simon Associates, Inc.	Jun-14	45%	\$ 1,109,858
Frederick Apartments	Frederick Building LLC	Wallace Architects	Jun-14	30%	\$ 2,811,000
O'Fallon Burger King	Quikserve Restaurants	Executive Engineering	May-14	20%	\$ 289,461
Columbia Performing Arts Center	Bill & Nancy Laurie	Simon Associates, Inc.	May-14	35%	\$ 3,975,816
Breaktime, Lebanon MO	MFA Oil	Simon Associates, Inc.	Apr-14	20%	\$ 1,163,424
Boys & Girls Town Group Home	Great Circle	N/A	Mar-14	35%	\$ 94,359
IBM Storm Shelter	Pepper Construction	Simon Associates, Inc.	Jan-14	10%	\$ 925,603
ESS Offices	Boone Development, Inc.	Simon Associates, Inc.	Dec-13	18%	\$ 1,862,565
Taco Bell - Cross Creek	Dunafon Enterprises	Mitzel Associates	Dec-13	25%	\$ 950,000
Gerbes Fuel Center	Dillon Companies, Inc.	Professiona Engineering Consultants, P.A.	Nov-13	10%	\$ 545,110
Woody's Gentlemen's Clothiers	KAN	N/A	Nov-13	60%	\$ 37,740
Break Time - North Stadium	MFA Oil	Simon Associates, Inc.	Nov-13	15%	\$ 1,234,602
Shelter Insurance Restroom Renovations	Shelter Insurance	Simon Associates, Inc.	Oct-13	15%	\$ 155,194
Ronald McDonald House	Ronald McDonald House	Simon Associates, Inc.	Oct-13	20%	\$ 2,423,983
Machens Toyota	Gary Drawing	Thomas Roof Inc.	Oct-13	10%	\$ 7,353,741
VU - Heriford	Mortgage Research Center	Simon Associates, Inc.	Jul-13	15%	\$ 590,867
Bright Start Academy	Gary Salley	Wallace Architects	Jul-13	15%	\$ 1,529,637
Break Time - Cross Creek	MFA Oil	Simon Associates, Inc.	May-13	20%	\$ 1,409,285
VU - Forum Expansion	Mortgage Research Center	Simon Associates, Inc.	Apr-13	50%	\$ 1,019,288
Machens Hyundai Parking Lot	Machens Automotive	Crockett Engineering	Apr-13	10%	\$ 176,219
Taco Bell - Business Loop	Dunafon Enterprises	Mitzel Associates	Mar-13	20%	\$ 255,734
Meyer Industrial	N/A	N/A	Dec-12	5%	\$ 967,050
FFO	LDC SilverTree	Simon Associates, Inc.	Dec-12	45%	\$ 1,813,673
VU - Chapel Hill	Mortgage Research Center	Simon Associates, Inc.	Nov-12	50%	\$ 131,695
Advance Orthodontics	Dr. Wittenberger	Simon Associates, Inc.	Oct-12	40%	\$ 562,233
Boys & Girls Club	Boys & Girls Club	Simon Associates, Inc.	Sep-12	25%	\$ 814,106
Chapel Hill Development	Waterwood Building LLC	Simon Associates, Inc.	Aug-12	20%	\$ 1,198,529
Boone County Bank Lobby Remodel	Boone County Bank	Simon Oswald Architects	Aug-12	45%	\$ 2,063,528
Machens Volkswagen	Gary Drawing	Thomas Roof Inc.	Aug-12	20%	\$ 5,271,220
Beta Theta Pi	Beta Theta Pi	Treanor Architects	Aug-12	25%	\$ 10,057,964
Break Time Brookfield MO	MFA Oil	Simon Associates, Inc.	May-12	50%	\$ 427,906
Break Time Vienna MO	MFA Oil	Simon Associates, Inc.	May-12	50%	\$ 214,706
VA Mortgage	Mortgage Research Center	John Simon	Apr-12	50%	\$ 932,392
NH Scheppers	Scheppers Family Properties	Architects Alliance	Mar-12	20%	\$ 2,499,185
Caterpillar 1,800 sq ft Addition	Caterpillar Inc.	Simon Associates, Inc.	Nov-11	15%	\$ 191,128
Auto Owners Insurance	Auto Owners Insurance	Mayotta Group	Nov-11	20%	\$ 4,927,252
Wymore Apartments	Wilgate Development	Wallace Architects	Nov-11	5%	\$ 1,095,000
Sikeston Break Time Remodel	MFA Oil Co.	Simon Associates, Inc.	Oct-11	10%	\$ 190,000
Courtyard by Marriott Lobby Renovation	Columbia Hotel Associates	Simon Associates, Inc.	Sep-11	35%	\$ 198,354
Pure Marketing	Pure Marketing	Simon Associates, Inc.	Jun-11	50%	\$ 147,009
Providence Bank	Providence Bank	Simon Oswald Architects	Jun-11	70%	\$ 211,822
Tractor Supply	Wilson Bros. Construction	Simon Associates, Inc.	May-11	25%	\$ 659,752
Bright Start Academy	Bright Start Academy	Wallace Architects	May-11	15%	\$ 1,074,117
BGTM Phase III Renovations	Boy's & Girls Town of Missouri	Peckham & Wright Architects	Apr-11	20%	\$ 878,181
Boone County Sheriff's Annex	County of Boone	Simon Associates, Inc.	Mar-11	15%	\$ 1,405,364
Gassen Dental	Dr. Matt & Megan Gassen	Architects Alliance	Oct-10	15%	\$ 741,672
IBM Project	Columbia Area Jobs Foundation	Simon Associates, Inc.	Oct-10	25%	\$ 9,488,869
Gates Fabric Treater	Gates Rubber Co.	Simon Associates, Inc.	Sep-10	35%	\$ 333,164
Higbee R-VIII School Ren & Add'n	Higbee R-VIII School District	Porter & Associates, PC	Aug-10	30%	\$ 1,089,075
MFA Break Time - Silva	MFA Oil	Simon Associates, Inc.	Aug-10	30%	\$ 96,363
MFA Break Time - Piedmont	MFA Oil	Simon Associates, Inc.	Aug-10	30%	\$ 98,409
MFA Break Time - Mexico	MFA Oil	Simon Associates, Inc.	Dec-09	70%	\$ 77,978
MFA Break Time - Fulton	MFA Oil	Simon Associates, Inc.	Dec-09	70%	\$ 72,705
Fiat Branch	Market Square Office Partners	Simon Associates, Inc.	Dec-09	30%	\$ 99,115
City of Columbia Fire Station #9	City of Columbia	Simon & Associates	Dec-09	10%	\$ 1,584,040
Justin Starr Building	Missouri Book Services	Simon Associates, Inc.	Oct-09	10%	\$ 385,000
Taco Bell on Nifong	Dave Dunaton	Mitzel Associates	Sep-09	15%	\$ 291,238
Technical Training Center	Columbia Public Schools	Simon Associates, Inc.	Aug-09	15%	\$ 398,834
Command Web	Command Web Offset	Jay Alpert Architect	Jul-09	5%	\$ 1,935,353
Police Training Center	City of Columbia	Simon Associates, Inc.	Jul-09	10%	\$ 1,306,479
Family Dental	Family Health Center	Simon Associates, Inc.	Feb-09	20%	\$ 253,760
Caterpillar Environmental Building	Caterpillar Inc.	Simon Associates, Inc.	Feb-09	15%	\$ 334,419
Caterpillar Plant Expansion	Caterpillar Inc.	Simon Associates, Inc.	Feb-09	5%	\$ 4,500,000
Johnson Dental	Dr. Kent Johnson	Simon Associates, Inc.	Feb-09	5%	\$ 818,000



**Nathaniel Moenkhoff**

3316 LeMone Industrial Blvd  
Columbia, MO 65201  
(573) 449-7200

---

## **Current Work Experience**

### **Little Dixie Construction LLC**

**Employed Since:** August 15th, 2016

**Current Position:** Project Manager

**LDC Projects:** *Completed:* Break Time – Lee's Summit (2016) *In progress:* Break Time – Clinton  
Break Time – Moberly Remodel

## **Previous Work Experience**

### **Kiewit Corporation**

(402) 342-2052

**Employed From:** January 2013 – August 2016

**Position:** Lead Field Engineer/Estimator

**Duties Included:** Making, tracking, & updating schedules (daily, 3-week, 90 day, & project), working with engineers & owner to resolve issues, manage craft workforce & superintendents, track & forecast job costs monthly, write & implement subcontracts & change orders, coordinate day to day tasks with all crafts so there are minimal conflicts.

### **Burchett Construction**

Isaac Burchett

(660) 238-6374

**Employed From:** May 2012 – August 2012

**Position:** Intern

**Duties Included:** Daily jobsite walks, manage craft workers, safety & quality control, labor.

### **Lowe's Home Improvement**

James Arabian

(660) 747-1001

**Employed From:** March 2008 – December 2012

**Position:** Customer Service Associate IV

**Duties Included:** Stocking product, running machinery, unloading trucks, helping customers find products, give customers guidance on products and installation techniques, cleaning, inventory management, product placement.

### **Alma Building Supply**

Ron Bredehoeft

(660) 574-2611

**Employed From:** May 2006 – August 2011

**Position:** Craft Worker

**Duties Included:** All aspects of house building labor, plan reading & quality control.

## **Education**

### **University of Central Missouri**

Warrensburg, MO 2008-2012

Bachelor of Science – Construction Management

### **Santa Fe High School**

Alma, MO 2004-2008



## **Brian Stockman**

3316 LeMone Industrial Blvd  
Columbia, MO 65201  
(573) 449-7200

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### **Current Work Experience**

**Little Dixie Construction, LLC**

**Employed Since:** 2015

**Current Position:** Job Superintendent

**LDC Projects:**

Slim Chicken – Columbia

Boone County Emergency Call Center - Columbia

### **Previous Work Experience**

**May 1981 – Jan 2015      J.C. Industries Inc – Jefferson City, MO**

**Carpenter (10 yrs), Supervisor (24 yrs)**

- New construction, demolition and remodeling.
- Bridge and road construction.
- Storm and sanitary sewer installations.
- Job and field worker coordination.
- Supervision of crews.

**May 1980 – May 1981      Missouri Conservation Department – Jefferson City, MO**

**Engineers Aid**

- Surveying land.

**May 1979 – May 1980      Sun Construction – Jefferson City, MO**

**Carpenter**

- House and apartment building construction.

### **Education**

High School Diploma – Helias High School



## Sub Contractor List

Site work	LDC	449-7200
Concrete	LDC	"
Framing	LDC	"
Insulation	Pst Castrop	893-4111
Gyp Board / Ceilings	Pst Castrop	"
Flooring	Ross Allen	893-8993
Painting	Craftsman	816-616-5797
Fire Protection	Korsmeyer	573-659-8805
Div. 15	Hulett	449-3196
Electrical	Bright	219-6173



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

**BID BOND**

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Little Dixie Construction, LLC  
3316 Lemone Industrial Blvd., Columbia, Missouri 65201, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto Boone County, Missouri  
609 East Walnut Street, Columbia, Missouri, as obligee (the "Obligee"), in  
the penal sum of Five Percent (5%) of Price Bid  
Dollars (\$ 5%),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Project No. 54-29DEC16 Interior Remodel of Existing Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or  
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between  
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain  
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

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

DATED as of this 30th day of December, 20 16.

WITNESS / ATTEST

[Signature]  
Nice Monhoff

Little Dixie Construction, LLC  
(Principal)

By: [Signature] (Seal)

Name:  
Title:

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

By: [Signature] (Seal)

Attorney-in-Fact

Teresa Stephenson

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

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

Certificate No. 7541011

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barb Henderson; Bethany Eaton; Cheryl Schaller; Harry D. Naught; Richard L. Naught; Sarah Naught-Bargfrede; Tammy Wickham; Teresa M. Stephenson; Thomas S. Naught; Timothy P. Eastin; Tracie Zacha

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.

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

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



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30<sup>th</sup> day of December, 2016.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call

**ADDENDUM #4**

DATE: **January 5, 2017**

TO BIDDING DOCUMENTS ENTITLED:

**Boone County Backup 911  
609 East Walnut Street  
Bid Number: 54-29DEC-16**

**PROJECT NUMBER: PWA 201617**

BID DATE:

~~1:00 PM, Thursday, December 29, 2016~~  
~~Bids Due: 1:00 PM, Thursday, January 5, 2017~~  
**Bids Due: 9:00 AM, Tuesday, January 10, 2017**  
**Bid Opening: 9:30 AM, Tuesday, January 10, 2017**

PREPARED FOR:

**Boone County, Missouri  
Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)**

CONSULTANT:

**Peckham & Wright Architects  
Attn: Erik Miller  
2120 Forum Blvd., Ste. 101  
Columbia MO 65203  
Telephone: (573) 449-2683  
Fax: (573) 442-6123  
Email: [emiller@PWArchitects.com](mailto:emiller@PWArchitects.com)**

Drawings and Specifications for the above noted project 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:

**General Specifications:**

- 1. General Specifications:** Page G.S. 5: Section 11-State Wage Requirements, item 11.4.: **Delete 11.4 in its entirety and replace with the following:**

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

**END OF ADDENDUM**

**ADDENDUM #3**

DATE: **January 4, 2017**

TO BIDDING DOCUMENTS ENTITLED:

**Boone County Backup 911  
609 East Walnut Street  
Bid Number: 54-29DEC-16**

**PROJECT NUMBER: PWA 201617**

BID DATE: ~~1:00 PM, Thursday, December 29, 2016~~  
~~Bids Due: 1:00 PM, Thursday, January 5, 2017~~  
**Bids Due: 9:00 AM, Tuesday, January 10, 2017**  
**Bid Opening: 9:30 AM, Tuesday, January 10, 2017**

PREPARED FOR: **Boone County, Missouri  
Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)**

CONSULTANT: **Peckham & Wright Architects  
Attn: Erik Miller  
2120 Forum Blvd., Ste. 101  
Columbia MO 65203  
Telephone: (573) 449-2683  
Fax: (573) 442-6123  
Email: [emiller@PWArchitects.com](mailto:emiller@PWArchitects.com)**

Drawings and Specifications for the above noted project 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:

**General:**

- 1. Reminder: The Bid date has been changed to Tuesday January 10, 2017 at 9:00AM. All bids must be received at County Purchasing prior to that time.**
- 2. Addendum #2 which was originally issued last Thursday 12-29-16 is omitted and will be replaced with Addendum #2 dated January 4, 2017.**

**END OF ADDENDUM**

**ADDENDUM #2**

DATE: **January 4, 2017**

TO BIDDING DOCUMENTS ENTITLED:

**Boone County Backup 911  
609 East Walnut Street  
Bid Number: 54-29DEC-16**

**PROJECT NUMBER: PWA 201617**

BID DATE:

~~1:00 PM, Thursday, December 29, 2016~~  
~~Bids Due: 1:00 PM, Thursday, January 5, 2017~~  
**Bids Due: 9:00 AM, Tuesday, January 10, 2017**  
**Bid Opening: 9:30 AM, Tuesday, January 10, 2017**

PREPARED FOR:

**Boone County, Missouri  
Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)**

CONSULTANT:

**Peckham & Wright Architects  
Attn: Erik Miller  
2120 Forum Blvd., Ste. 101  
Columbia MO 65203  
Telephone: (573) 449-2683  
Fax: (573) 442-6123  
Email: [emiller@PWArchitects.com](mailto:emiller@PWArchitects.com)**

Drawings and Specifications for the above noted project 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:

**General:**

- 1. The Bid date has been changed to Tuesday January 10, 2017 at 9:00AM. All bids must be received at County Purchasing prior to that time.**
- 2. Pre-bid Meeting:** The list of attendees and the outline for the pre-bid meeting are attached.
- 3. Notice to Bidders:** Contract Time: The current listing indicates Calendar Days listed on the bid form of the selected bidder. **Calendar days should read Working days as indicated on the bid form.**
- 4. Bid Form: Clarification:** Time of Completion: The current bid form requires the Contractor to list Working days to establish the project schedule. The pre-bid agenda and meeting indicated consecutive calendar days. **The bidder should list Working days as indicated on the bid form.**
- 5. Bid Form Clarification:** Time of Completion and Liquidated Damages: The Owner will be supplying the generator and transfer switch for installation by Contractor. The work for the installation of the generator and transfer switch will not be counted against the work days listed in the bid form as the delivery date for the generator has yet to be determined. All other work indicated for setup and utilities to the generator should be completed within the established period based on the working days listed. The Contractor is responsible for installation of the generator immediately when delivered and will not delay other work as a result.

6. **Substitutions:** Contractors may choose to substitute products specified provided that the substitution procedures indicated in Specification Section 01 6000 Product Requirements are followed unless specifically indicated in a specification section. The bid documents contain a Request for Substitution (RFS) form that should be filled out and submitted by the bidder.
7. **Clarification:** All computer network cabling will be supplied and installed by the Owner under a separate contract. The Contractor will need to cooperate and coordinate with that network contractor. All current low voltage wiring for fire alarm and other systems indicated in the documents is the responsibility of the Contractor.
8. **Clarification: Work phasing:** Due to the nature of the systems integration for the Owner the work for completing the Server Room construction will take precedence in scheduling. The Contractor should assume a schedule to complete the work for the Server Room as quickly as possible through the course of work on the entire project. This would include complete finishing of the room with dust protection over the installed door to protect installed equipment.
9. **Clarification: Painting scope of work:** All doors and frames indicated on the floor plan with the exception of the door into the Server Room are to remain and will not be painted. The door and frame into the Server Room is indicated on the floor plan to be a relocated door. The frame for that door should be re-painted after installation.
10. **Clarification: Existing Carpet Tile:** The existing carpet tile for removal and reinstallation is Lees Photofinish, 118, Silverstone with Eco-Flex Backing. This product has been discontinued by the manufacturer however the installer should verify removal and reinstallation requirements with the manufacturer.

**Drawings:**

1. **Sheet A101:** A1/A101 Floor Plan: Scope of Work Note 11 indicates the concrete slab for the generator in the parking lot to the West of the building. The dimensions of the slab are to be 9'-0" long x 4'-0" wide.
2. **Sheet A102:** Details E1 and E4/A102: All gypsum board should be corrected to read 5/8" thickness.
3. **Sheet M1.1:** The new gas meter which will replace the existing shall be sized for 1260 MBH.
4. **Sheet M1.1:** The gas piping to the generator shall be revised to 2-1/2" diameter pipe size.
5. **Sheet M1.1:** The piping indicated on drawing M2.1 between the humidifier steam generator and the humidifier dispersion unit shall be labeled as steam piping.
6. **Sheet M1.1:** Add a 1/2" Watts model LF-009QT reduced pressure zone backflow preventer to the domestic cold water line feeding the humidifier.
7. **Sheet M1.1:** Add 1/2" ball valves and unions at the connections of the domestic cold water piping to the humidifier and humidifier Drane Kooler.
8. **Sheet M1.1:** Add a gas cock and union to the gas piping at the generator connection.
9. **Sheet M1.1:** Route the 3/4" condensate drain from FC-7 above the ceiling back to the mop sink in the Janitor's closet.
10. **Sheet M2.1:** Add the roof piping mounting detail for the gas piping per the attached drawing M2.1-1.
11. **Sheet E2.1:** Install three 8' x 3/4" diameter ground rods spaced 8' apart in the exterior space to the East of the building. Bond #2 THHN, CU GRD wire to ground rods and route into the new server room through one of the 4" diameter communications conduits leaving a 20' coil of ground wire in the server room for the owner to terminate the ground wire.
12. **Sheet E3.1:** Electrical panels P2 and P3 shall be 225 A, MLO panels.
13. **Sheet E3.1:** Add the panel schedule for panel P3 per the attached drawing E3.1-1.

**END OF ADDENDUM**



**Peckham & Wright Architects, Inc.**

2120 Forum Blvd., Ste. 101

Columbia, Missouri 65203

(573) 449-2683

Fax: (573) 442-6213

**Boone County Backup 911**

609 East Walnut Street

Columbia, Missouri

PWA 201617

**Pre-Bid Meeting Agenda**

Thursday, December 22, 2016 – 3:00 pm CDT

**1) Introductions**

**2) Attendance Record- Attendance is Mandatory to submit a bid.**

**3) Questions During Bidding**

a) All questions must be submitted in writing to be binding (e-mail is ok). Addenda will be issued to respond to questions. Forms are included in the project Manual for Request for Clarification and for Product Substitution.

b) Contact for questions

Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@boonecountymmo.org](mailto:JGarrett@boonecountymmo.org)

**4) Review of Notice to Bidders**

a) Sealed Bids for a Stipulated Sum Contract

b) Bids are Due – Thursday, January 5, 2017 at 1:00 pm.

c) Bonds

1) Bidder's check/draft or Approved Surety in the amount of five percent (5%)

2) Performance and Bonds 100% of base bid

d) Bidding Documents Availability-ADS in Columbia

e) State of Missouri Prevailing Wage Law

**5) Bid Form** Submit all forms required for attachment to bid form

1) One Alternate (Clean Agent Fire Extinguishing System)

2) Form must be completely filled out

3) Construction time established by accepted bid listed on the form

4) Consecutive Calendar Day contract with \$500.00 per day Liquidated Damages.

**6) Instructions to Bidders**

**7) Bid Response**

**8) Bid Bond**



- 9) Sample Contract Agreement**
- 10) Sample Performance Bond and Labor and Material Payment Bond**
- 11) General Specifications**
- 12) Prevailing Wage Rates**
- 13) Division 1 Specifications Review**
  - a) Special inspections ( BY GC) -Section 01 4533 - Only Concrete testing is anticipated.
  - b) Security- Contractor to secure the site in coordination with Owner.
  - c) Working Hours-7am – 5pm weekdays only unless approved by the Owner.
  - d) Temporary Utilities-All utilities available on site for use by the Contractor.
  - e) Access and parking-Coordinate with Owner.
- 14) Questions**
- 15) Adjourn to Site Tour**

**Notes:** \_\_\_\_\_  
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**PRE-BID MEETING**  
**RFB – 54-29DEC16 – BOONE COUNTY BACKUP 911**  
**12-22-16 – 3:00 P.M.**

	Representative Name	Business Name	Telephone Number
1.	Jacob M. Garrett	Boone County Purchasing	573-886-4393
2.	<i>Jared M. ...</i>	Boone Co. Commission	573-886-4307
3.	<i>Chris ...</i>	" " "	573-999-2020
4.	LARRY BAKER	Summit Mech.	573-808-1630
5.	Mike Bungert	G.D.H Builders	573-893-3633
6.	Walt Inhoff	Inhoff Construction	573-619-2050
7.	Jason Russell	Kaiser Electric	573-462-0206
8.	Troy Pinkerton	G+T Construction	573-694-9990
9.	Dave Ridge	Carpet Mart	874-7900
10.	Craig Linhardt	Meyer Electric	573-893-2335
11.	GRAIG SIMON	FCE	573-442-1113 x222
12.	Phad Baker	Phad Baker Const	573-489-6470
13.	Gary Wegers	Loftis Co. LLC	573-881-0196
14.	Chris Costner	Tech Electronics	573-239-4362
15.	Scott Wallace	Mid Missouri Electric	573-875-1545

**PRE-BID MEETING**  
**RFB – 54-29DEC16 – BOONE COUNTY BACKUP 911**  
**12-22-16 – 3:00 P.M.**

	Representative Name	Business Name	Telephone Number
1.	Jacob M. Garrett	Boone County Purchasing	573-886-4393
2.	Beth Boos	Boone County IT	573-289-3080
3.	ERIK MEUER	FW Architects, Inc.	573-449-2683
4.	Clay Minchew	Grove Construction LLC	573-777-9599
5.	Drew Harris	Circle Construction, LLC	573-239-7575
6.	Chris Hunt	Koch Air	618-444-6899
7.	Chad Martin	BCJC	
8.	Wayne A. Stegwe	CM ENGINEERING	573-874-9455
9.	David D. Dunford	BCX	913-209-9561
10.	Nate Mornhoff	Little Dixie Const.	(573) 449-7200
11.	Brice Moewer	Brooke Drywall	573 474-7676
12.	Kurt Klebbq	Clearview Enterprises	573-635-6560
13.			
14.			
15.			

**PANEL DESIGNATION**

**P3**

**PANEL DESCRIPTION**

208 VOLTS, 50, 4M, 5M, 225A MLO, 42 CIRCUIT, IVGRD, BAR KIT, SQ D NGOOD

CIRC #	CIRCUIT DESCRIPTION	BRKR AMPS	BRKR POLES	WATTS PER PHASE			BRKR POLES	BRKR AMPS	CIRCUIT DESCRIPTION	CIRC #
				A	B	C				
1	911 WORKSTATION	20	1	500						
				500				1	20	TV OUTLET
3	911 WORKSTATION	20	1		500					
					1000			1	20	TV OUTLET
5	911 WORKSTATION	20	1							
						502		2	15	DANKIN FC'S
7	MICROWAVE	20	1	500						
				502						
9	DATA ROOM LIGHT	20	1		200					
					500			1	20	911 WORKSTATION
11	DATA ROOM OUTLET	20	1							
						1000				
						500		1	20	FACE
13	911 WORKSTATION	20	1	500						
				500				1	20	HVAC CONTROLS
15	SPARE	20	1							
					500			1	20	FIRE SUPPRESSION CONTROLS
17	SPARE	20	1							
19	SPARE	20	1							
21	SPARE	20	1							
23										
25										
27										
29										
31										
33										
35										
37										
39										
41										
42										
TOTAL VOLT-AMPS (VA) PER PHASE:				4082	2100	2082				
TOTAL CONNECTED LOAD (VA):				8864						
DIVERSITY (VA)										
SIMULTANEOUS LOAD (VA):				8864						
TOTAL AMPS				25						

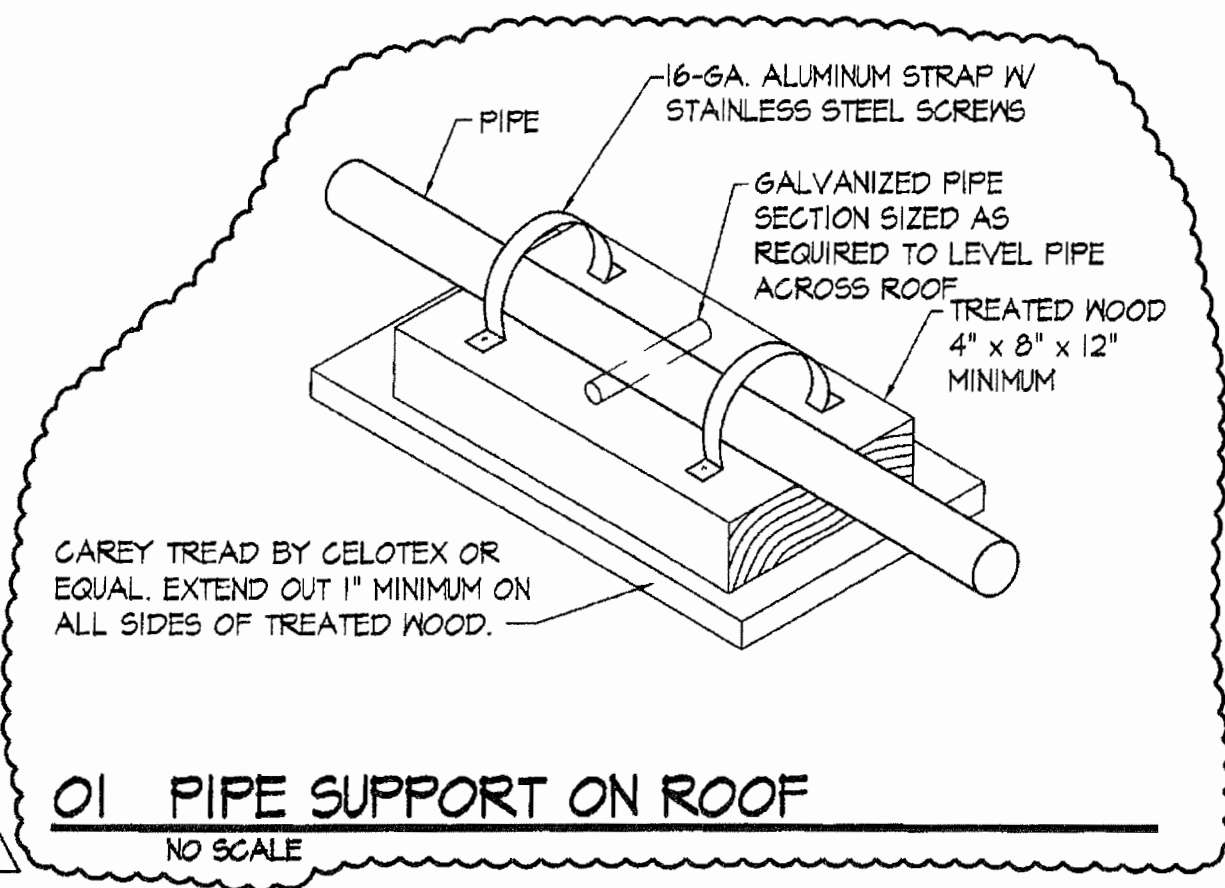


**CM ENGINEERS**  
 2801 Woodard Drive  
 Suite 105  
 Columbia, Missouri  
 65202  
 Ph - 573/874-9455  
 Fax - 573/874-9474


REV NO. DATE/REASON:  
 12-29-16  
 ADDENDUM I

**BOONE COUNTY  
 BACK UP 911**  
 609 EAST WALNUT ST  
 COLUMBIA, MO 65201

DATE ISSUED:  
 12-29-16  
**E3.1-1**  
 PROJECT NO.  
 16024



**CM**  
ENGINEERING, Inc.  
2801 Woodard Drive  
Suite 105  
Columbia, Missouri  
65202  
Ph - 573/874-9455  
Fax - 573/874-9474

REV NO.      DATE/REASON:  
      12-29-16  
 ADDENDUM I

**BOONE COUNTY  
BACK UP 911**  
 609 EAST WALNUT ST  
 COLUMBIA, MO 65201

DATE ISSUED:  
12-29-16  
 **M2.1-1**  
 PROJECT NO.  
16034

**ADDENDUM #1**

DATE: December 19, 2016

TO BIDDING DOCUMENTS ENTITLED:

**Boone County Backup 911  
609 East Walnut Street  
Bid Number: 54-29DEC16**

**PROJECT NUMBER: PWA 201617**

BID DATE: ~~1:00 PM, Thursday, December 29, 2016~~  
**Bids Due: 1:00 PM, Thursday, January 5, 2017**  
**Bid Opening: 1:30 PM, Thursday, January 5, 2017**

PREPARED FOR: **Boone County, Missouri  
Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@bc-onecountymo.org](mailto:JGarrett@bc-onecountymo.org)**

CONSULTANT: **Peckham & Wright Architects  
Attn: Erik Miller  
2120 Forum Blvd., Ste. 101  
Columbia MO 65203  
Telephone: (573) 449-2683  
Fax: (573) 442-6123  
Email: [emiller@PWArchitects.com](mailto:emiller@PWArchitects.com)**

Drawings and Specifications for the above noted project 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:

**General:**

1. **Pre-Bid Meeting has been rescheduled to 3:00 P.M. on Thursday December 22, 2016.**
2. **Bid date has been postponed to 1:00 PM, Thursday, January 5, 2017 in the Boone County Purchasing Office. Bid opening will be 1:30 P.M. Thursday, January 5, 2017 in Commission Chambers.**
3. **Attendance is Mandatory to submit a bid.**
4. **Deadline to submit a question has been extended to 3:00 P.M. on Friday, December 30, 2017.**

**END OF ADDENDUM**

## NOTICE TO BIDDERS

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

**Project Name:**

Construction of Boone County Backup 911 Center

**Bid Number:**

**54-29DEC16**

**Scope of Project Construction:**

The Work generally consists of the interior renovation of a portion of the existing building and selective exterior items located at 609 East Walnut Street, Columbia, Missouri, as described by the drawings and specifications. The interior consists primarily of painted gypsum board walls, painted gypsum board ceilings and soffits and suspended ceilings, finish flooring consists of carpet tile and sealed concrete. Mechanical and Electrical Improvements are part of the renovations and indicated on the drawings.

**Pre-Bid Conference:**

A pre-bid conference has been scheduled for **December 16<sup>th</sup>, 2016 at 3:00 p.m.** in the 609 E. Walnut Building, Conference Room, 609 E. Walnut, Columbia, MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **REQUIRED** to attend in order to be considered for award.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Tuesday, December 27<sup>th</sup>, 2016.** Technical questions should be directed to the **Jacob M. Garrett, Buyer with Purchasing AND Professional Engineer.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:00 p.m. on December 29<sup>th</sup>, 2016 at the Boone County Annex Building, Purchasing Department, 613 East Ash Street, Room 109, Columbia, Missouri 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on December 29<sup>th</sup>, 2016** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut Street, Columbia, Missouri 65201.

**Contract Time:**

Calendar Days listed on the bid form of the selected bidder.

**Liquidated Damages:**

\$500.00 per Calendar Day.

**Anticipated Notice To Proceed Date:**

On or about February 1<sup>st</sup>, 2016. The Contractor acknowledges that this is an estimated date and is subject to change.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone (573) 446-7768. Paper copies are available for a non-refundable fee of \$75.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

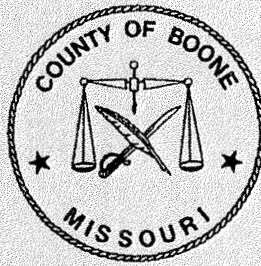
Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, time required for completion, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

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

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





**Boone County Backup 911  
609 E. Walnut**

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**Bid Number: 54-29DEC16**

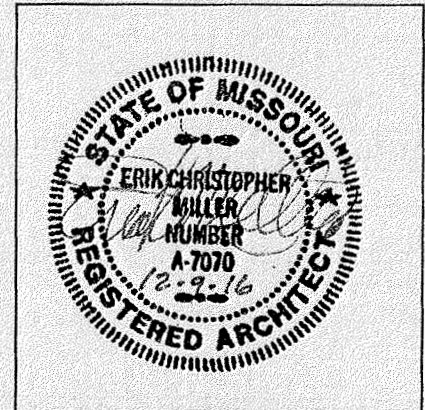
**CONSTRUCTION BID REQUEST**

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

**BOONE COUNTY COMMISSION**

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

**ARCHITECT OF RECORD**



**\*PROJECT MANAGER**

Doug Coley, Facilities Maintenance Manager  
Boone County Facilities Maintenance  
613 E. Ash Street, Room 107  
Columbia, Missouri 65201  
Phone: (573) 886-4401  
Fax: (573) 886-4402  
E-mail: [DColey@boonecountymo.org](mailto:DColey@boonecountymo.org)

**BOONE COUNTY PURCHASING**

Jacob M. Garrett, Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390  
E-mail: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)

**Professional Architect**

MO Lic. # A-7070  
Erik Miller AIA, CDT  
PWArchitects, Inc.  
MO Architectural Corp # 000244  
2120 Forum Blvd., Ste 101  
Columbia, MO 65203  
Phone: (573) 449-2683  
Fax: (573) 442-6213  
E-mail: [emiller@pwarchitects.com](mailto:emiller@pwarchitects.com)

**\*TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER AND PROFESSIONAL ENGINEER**

## CERTIFICATION PAGE

**Project Title**            **BOONE COUNTY BACKUP 911**  
**609 EAST WALNUT STREET, Columbia, Missouri**

**PWA # 201617**

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The following drawings and specifications have been prepared by me or under my direct supervision:

**Drawings:**

**ARCHITECTURE**  
G-001 COVER SHEET  
D-001 DEMO PLANS  
A-101 RENOVATION PLANS  
A-102 DETAILS

**Specifications:**

011000 Summary  
012000 Price and Payment Procedures  
012300 Alternates  
013000 Administrative Requirements  
013216 Construction Progress Schedule  
014000 Quality Requirements  
015000 Temporary Facilities and Controls  
016000 Product Requirements  
017000 Execution and Closeout Requirements  
017800 Closeout Submittals  
024100 Demolition  
033000 Cast-In-Place Concrete  
061000 Rough Carpentry  
062000 Finish Carpentry  
072100 Thermal Insulation  
072100 Foamed-In-Place Insulation  
079005 Joint Sealers  
081133 Hollow Metal Frames and Wood Doors  
092116 Gypsum Board Assemblies  
093000 Tiling  
095100 Acoustical Ceilings  
096813 Tile Carpeting  
099000 Painting and Coating  
104400 Fire Protection Specialties



**Name and license: Erik Christopher Miller #A-7070**

---

AS THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HERewith, I AFFIRM THAT THESE DOCUMENTS LISTED ABOVE WERE PREPARED BY ME, OR UNDER MY SUPERVISION, AND DISCLAIM (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY ME AND WHICH RELATE TO OR ARE INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT. THIS STATEMENT APPLIES TO ALL DOCUMENTS LISTED ABOVE AND ANY ADDENDA ISSUED TO THE ABOVE.

PWA 201617  
Boone County Backup 911  
609 Walnut Street, Columbia MO

00 0101-1

CERTIFICATION-ARCHITECTURAL

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## NOTICE TO BIDDERS

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

**Project Name:**

Construction of Boone County Backup 911 Center

**Bid Number:**

54-29DEC16

**Scope of Project Construction:**

The Work generally consists of the interior renovation of a portion of the existing building and selective exterior items located at 609 East Walnut Street, Columbia, Missouri, as described by the drawings and specifications. The interior consists primarily of painted gypsum board walls, painted gypsum board ceilings and soffits and suspended ceilings, finish flooring consists of carpet tile and sealed concrete. Mechanical and Electrical Improvements are part of the renovations and indicated on the drawings.

**Pre-Bid Conference:**

A pre-bid conference has been scheduled for **December 16<sup>th</sup>, 2016 at 3:00 p.m.** in the 609 E. Walnut Building, Conference Room, 609 E. Walnut, Columbia, MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **REQUIRED** to attend in order to be considered for award.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Tuesday, December 27<sup>th</sup>, 2016.** Technical questions should be directed to the **Jacob M. Garrett, Buyer with Purchasing AND Professional Engineer.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:00 p.m. on December 29<sup>th</sup>, 2016 at the Boone County Annex Building, Purchasing Department, 613 East Ash Street, Room 109, Columbia, Missouri 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on December 29<sup>th</sup>, 2016** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut Street, Columbia, Missouri 65201.

**Contract Time:**

Calendar Days listed on the bid form of the selected bidder.

**Liquidated Damages:**

\$500.00 per Calendar Day.

# BID FORM

## Construction of Boone County Backup 911 Center – 609 E. Walnut Bid Number: 54-29DEC16

**TO: Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**FOR: Boone County Backup 911 Center**  
609 E. Walnut  
Columbia, MO 65201

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

**From:** \_\_\_\_\_ hereinafter called the Bidder.

**The undersigned as Bidder, having examined the proposed Contract Document as titled: Boone County Backup 911 Center – 609 E. Walnut** and dated November 10, 2014, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

**IN SUBMITTING THIS BID, THE BIDDER AGREES:**

To hold open the Bid for sixty (60) days from the date shown above;

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

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

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by the date within Bidder's bid proposal.

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

**To construct the Work for the Base Bid lump sum of:**

\_\_\_\_\_ \$ \_\_\_\_\_

**The Bidder agrees to include, if acceptable by the Owner, work of the following Alternates as specified for the additional amount of:**

**Alternate Bid Number 1** - Supply and install the Clean Agent Fire Extinguishing System for the Server Room. The Contractor will be responsible for the design of the specified system including controls. The specification of the system is indicated on the Mechanical Drawings. Coordinate with the Owner for space considerations. Base bid does not include this system.

\_\_\_\_\_ \$ \_\_\_\_\_

**List all Subcontractors with contact information to be utilized on this project (or attach list).**

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**Bidder must provide a list of references for all proposed subcontractors for project on attached list.**

**List Project Manager and Field Superintendent to be assigned to the Project (name and brief experience summary) (or attach list).**

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**List all work to be self performed by the Bidder on this project (or attach list).**

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## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

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

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

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

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

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

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

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

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

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

# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

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

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

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

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

## SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

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

## SECTION II

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



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date



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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

## SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Name of individual, all partners, or joint  
venturers:

Address of each:

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doing business under the name of:

Address of principal place of business in  
Missouri:

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

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

ATTEST:

\_\_\_\_\_  
(Secretary)

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

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

## BIDDER'S ACKNOWLEDGMENT

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

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

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

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

(SEAL) \_\_\_\_\_ Notary Public

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

## INSURANCE REQUIREMENTS

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

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

**Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** -- The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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



## CONTRACT CONDITIONS

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

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

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

"Department" shall mean the Boone County Facilities Maintenance Department.

"Director" shall mean the Director of Boone County Facilities Maintenance Department or his/her designated representative.

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

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

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

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

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

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.

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

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

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

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

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

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

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

## 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:

### **Correction or Removal of Defective Work**

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

### **One Year Correction Period**

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

### **Maintenance Requirements**

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

**At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control.** During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

## SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and \_\_\_\_\_ (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:

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

**Project Name: Construction of Boone County Backup 911 Center – 609 E. Walnut**

**Bid Number.: 54-29DEC16**

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

2. The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.
  1. Notice to Bidders
  2. Instructions to Bidders
  3. Bid Response
  4. Certification Regarding Debarment
  5. Work Authorization Certification
  6. Statement of Bidder's Qualifications
  7. Anti-Collusion Statement
  8. Signature and Identity of Bidder
  9. Bidder's Acknowledgment
  10. Insurance Requirements
  11. Contract Conditions
  12. Application for Criminal Background Check
  13. Contract Agreement
  14. Performance Bond
  15. Labor and Material Payment Bond
  16. Affidavit-OSHA Requirements
  17. Affidavit-Prevailing Wage
  18. General Specifications
  19. State Prevailing Wage Rates - Annual Wage Order #21
  20. Boone County Standard Terms and Conditions
  21. Drawings

It is understood and agreed that, except as may be otherwise provided for by the Specifications the work shall be done in accordance with the contract documents. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified in the Specifications and the Drawings, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.



**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

## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the Specifications the work shall be done in accordance with the Contract Document dated **December 9, 2016**. Said Drawings and 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 Drawings and Specifications the more stringent requirement will govern the work.

### SECTION 1. - DEFINITIONS

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

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Owner's representative or the Architect, as the context requires..

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

### SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## **SECTION 8 - PROSECUTION AND PROGRESS**

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

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

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

**9.3.** From the total amount of work items of each estimate, there will be deducted 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.

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

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

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



## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

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

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

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

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

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

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

- a. In the Owner's office:
  1. Missouri Equal Employment Opportunity Notice.
  2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- b. On the Project:
  1. State Wage Rates Notice.
  2. PR-1022, Title 18, Section 1020, Notice on False Statements.

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

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

**SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

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

**SECTION 17 - INTERFERENCE**

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

**SECTION 18 - METHOD OF PAYMENT**

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

## APPENDIX A

### STATE WAGE RATES

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

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

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

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

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

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

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

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

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

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 23

Section 010  
**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

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

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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

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

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

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

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

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

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

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

## APPENDIX B

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

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. 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.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

## **APPENDIX C**

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

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

**REQUEST FOR SUBSTITUTION (RFS)**

Substitutions prior to Bid Opening:  
(Minimum of 10 days prior to receipt of bids as per Instructions to Bidders)

Project Title: Boone County Backup 911

Project Number: PWA 201617

Bidder/Contractor Requesting Substitution:

Bidder / Contractor hereby requests acceptance of the following product or systems as a substitution in accord with the provisions described in Division One of the bidding documents:

Specified Product or System:

Specification Section Number:

Supporting Data:

Product data for proposed substitution is attached. (Include description of product, standards, performance and test data.)

Sample

Sample sent upon request

**QUALITY COMPARISON**

	Specified Product	Substitution Requested
Name Brand:		
Catalog Number:		
Manufacturer:		
Vendor:		

**PREVIOUS INSTALLATIONS**

Project:

Architect/Engineer:

Location:

Date Installed:

**SIGNIFICANT VARIATIONS:**

**REASON FOR SUBSTITUTION:**

## SECTION 01 1000

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: Boone County Backup 911 Facility.
- B. Owner's Name: **County of Boone, Missouri.**
- C. Architect's Name: PWAarchitects, Inc.
- D. The Work generally consists of the interior renovation of a portion of the existing building and selective exterior items located at 609 Walnut Street, Columbia, Missouri, as described by the drawings and specifications. The interior consists primarily of painted gypsum board walls, painted gypsum board ceilings and soffits and suspended ceilings, finish flooring consists of carpet tile and sealed concrete. Mechanical and Electrical Improvements are part of the renovations and indicated on the drawings.
- E. This work shall include all plant, labor, material, and equipment as required to furnish and install materials, equipment, and assemblies as shown on drawings and in the specifications.
- F. Work shall also include all labor, material, and equipment not shown on drawings and not specified, but necessary and reasonably incidental to comply with the intent of the contract to provide first class and complete installations of work.
- G. Furnish and install all materials, equipment, devices, and accessories not specifically called for by items, but that are necessary to provide the requirements in operation and function that is established by the design and by the items specified, and in order to complete the work.

##### 1.02 CONTRACTOR'S DUTIES

- A. Construct work under lump sum contract, including general construction work, mechanical work, and electrical work.
- B. Provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, construction equipment and machinery.
  - 3. Utilities required for construction.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- C. Secure and pay for, as necessary for proper execution of work all permits, licenses, and government fees. Boone County will not charge a fee for permits required by the County for the project however all other permits which require fees shall be paid by the Contractor.
- D. Contractor shall be responsible for filing with proper authorities to obtain all required permits for construction. Submit copies of all permits, licenses, and other similar permissions obtained, and receipts for fees paid, to the Owner directly with a copy to the Architect for information only.
- E. Contractor shall at appropriate times, give notice to proper authorities when on-site inspections are required.

## SECTION 01 2000

### PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

##### 1.02 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 OR SIMILAR FORM - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 working days after date established in Notice to Proceed.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and Contractor's fees.
- D. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

##### 1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets OR SIMILAR FORM.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.



- prices.
4. For change ordered by Architect/Engineer without a quotation from the Contractor, the amount will be determined by the Architect/Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- H. Substantiation of Costs: Provide full information required for evaluation.
1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- I. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- L. Promptly enter changes in Project Record Documents.

#### **1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  1. All closeout procedures specified in Section 017000 and 017800.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2300  
ALTERNATES**

**PART 1. GENERAL**

**1.01 SECTION INCLUDES**

- A. Alternate submission procedures.
- B. Documentation of changes to Contract Sum and Contract Time.

**1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

**1.03 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: Supply and install the Clean Agent Fire Extinguishing System for the Server Room. The Contractor will be responsible for the design of the specified system including controls. The specification of the system is indicated on the Mechanical Drawings. Coordinate with the Owner for space considerations. Base bid does not include this system.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 3000

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Submittal procedures.

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

##### 3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Owner's Representative
  - 3. Architect.
  - 4. Contractor.
  - 5. Subcontractors.
- C. Agenda:
  - 1. Execution of Owner -Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties in Contract, and the Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
  - 8. Use of the premises.
  - 9. Special project requirements.

##### 3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner,

3. Laboratory: Authorized to operate in State in which Project is located.
4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
5. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 MOCK-UPS**

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 4533**  
**CODE-REQUIRED SPECIAL INSPECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.

**1.02 DEFINITIONS**

- A. Code or Building Code: 2012 Edition of the International Building Code and, more specifically, Chapter 17 - Structural Tests and Inspections, of same.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one to the AHJ.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Conformance with Contract Documents.
  - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.



# Boone County Resource Management – Required Special Inspections

Project Name Boone County Backup #11 Project Address 609 E. WALNUT ST. COLUMBIA, MO

Per IBC Chapter 17 of the 2012 International Building Code the following items require Special Inspections. The below Special Inspections are non inclusive.

- Placement of Reinforced Concrete
- Placement of Shotcrete
- Testing of Reinforced Concrete
- Placement of Reinforcing Steel
- Prestressing Concrete
- Bolts Installed in Concrete
- Verification of Soils
- Excavation and Filling
- Piles and/or Piers
- Earth Retaining Structure
- Elevator Shaft Pressurization
- Inspection of Precast Fabricator
- Other Special Cases - Unusual Hazard or Conditions\_\_\_\_\_
- Structural Welding
- High Strength Bolts
- Steel Frame Inspection
- Inspection of Structural Steel Fabricator
- Inspection of Metal Building Fabricator
- Sprayed Fire Resistant Materials or Mastic & Intumescent Fire Resistive Coating
- Structural Masonry
- Exterior Insulation & Finish System (EIFS)
- Seismic Resistance
- Wood Fabrication
- Smoke Control System
- Wood/High Load Diaphragms

## Additional Special Inspections required by Resource Management

- Accessible Route Certification
- Elevator Construction Certification
- Exterior Lighting Certification
- Boiler Construction Certification

- Special inspection reports are to be kept on the job for Building Inspector Verification.
- All discrepancies must be brought to the immediate attention of the contractor for correction. If not corrected, discrepancies must be brought to the immediate attention of the building official, and design professional in responsible charge before completion of that stage of work.
- A final special inspection report (preferably on CD) documenting required special inspections, correction of discrepancies, and compliance with construction documents shall be submitted before a Certificate of Occupancy is issued.

*I hereby acknowledge that the noted special inspections will be performed as required and that the subsequent reports will be submitted for inclusion with the "AS BUILT" construction plans.*

Registered Design Professional of Record:

Date 11/30/16



## SECTION 01 5000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary Utilities (electricity, lighting, heat, ventilation, and water).
- B. Temporary telephone and facsimile service (at contractor's option).
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Temporary fire protection requirements.
- G. Vehicular access and parking.
- H. Waste removal facilities and services.
- I. Project signage.
- J. Field offices.

##### 1.02 TEMPORARY UTILITIES

- A. Provide and pay for all additional electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes if not currently available to suit the operations.
- B. Temporary Electricity: Electrical is available for use by the Contractor in the existing facility.
- C. Temporary Water: Water is available for use by the Contractor in the existing facility.
- D. Temporary Heat, Cooling, and Ventilation: Provide temporary devices as needed to maintain specified conditions for construction operations.
- E. Temporary Lighting: Provide general service lighting of wattage and illumination required for construction operations.

##### 1.03 TELEPHONE SERVICE

- A. At contractor's option, provide, maintain, and pay for telephone and facsimile service to field office at time of project mobilization.

##### 1.04 TEMPORARY SANITARY FACILITIES

- A. Sanitary Facilities are available for use by the Contractor in the existing facility.
- B. Maintain daily in clean and sanitary condition.

##### 1.05 BARRIERS



to installation

- B. No other signs are allowed without Owner permission except those required by law.

**1.12 FIELD OFFICES (Contractor's Option)**

- A. Locate offices a minimum distance of 30 feet from existing and new structures.

**1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition.  
Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 6000**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Spare parts and maintenance materials.

**1.02 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

**PART 2 PRODUCTS**

**2.01 PRODUCTS**

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.
- C. Motors: Refer to Section 15065, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 TRANSPORTATION AND HANDLING**

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

### **3.03 STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## SECTION 01 7000

### EXECUTION REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.

##### 1.02 SUBMITTALS

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs as for the project record.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and Products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.

##### 1.03 QUALIFICATIONS

- A. For survey work employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For field engineering employ a professional engineer of the discipline required for specific

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. **New Materials:** As specified in product sections; match existing products and work for patching and extending work.
- B. **Type and Quality of Existing Products:** Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. **Product Substitution:** For any proposed change in materials, submit request for substitution described in Section 01 6000.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that demolition is complete in alterations areas and areas are ready for installation of new work.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. **Prior to Cutting:** Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and other like items required for construction.
  2. Grid or axis for structures.
  3. Building foundation, column locations, ground floor elevations, and other like items required for construction.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install Products as specified in individual sections.
- B. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- C. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- D. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- E. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- F. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- G. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- H. Re-cover and refinish work that exposes mechanical and electrical work exposed accidentally during the work.
- I. Coordinate the installation of all Mechanical equipment with finishes. Where equipment installation requires the cutting of finishes for installation provide manufacturer's factory trim or alternative trim to provide a neat transition to finishes.

### **3.06 CUTTING AND PATCHING**

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to Integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior

- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.10 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

### **3.11 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Mechanical Sections and 01400.

### **3.12 FINAL CLEANING**

- A. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

- A. Furnish service and maintenance of components indicated in specification sections for 1 year from date of Substantial Completion.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

**END OF SECTION**



**SECTION 01 7800**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.

### **3.05 OPERATION AND MAINTENANCE MANUALS**

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE

## SECTION 02 4100

### DEMOLITION

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

##### 1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan only as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction or other pertinent information for items encountered during demolition.

#### PART 3 EXECUTION

##### 2.01 SCOPE

- A. Remove building elements as shown on the demolition drawings and as required to accomplish the work.
- B. Remove and salvage carpet tiles and ceiling tiles for re-installation later in project. Return all carpet tiles and ceiling tiles not used to the Owner for attic stock.
- C. Remove other items indicated, for salvage, relocation, and recycling.

##### 2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Use of explosives is not permitted.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 7. Do not close or obstruct roadways or sidewalks without permit.
  - 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

**2.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 03 3000**  
**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete reinforcement.
- D. Concrete curing.

**1.02 REFERENCE STANDARDS**

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ACI 301 - Specifications for Structural Concrete; American Concrete Institute International; 2010 (Errata 2012).
- C. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004 (Errata 2007).
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- E. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 2010.
- F. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 2010.
- G. ACI 308R - Guide to Curing Concrete; American Concrete Institute International; 2001.
- H. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2011.
- I. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Billet-Steel Bars for Concrete Reinforcement; 2014.
- J. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2013.
- K. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2014.
- L. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2014.
- M. ASTM C150/C150M - Standard Specification for Portland Cement; 2012.
- N. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2011.
- O. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2012.
- P. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2011.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
  - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix design.
  - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
  - 2. Indicate proposed mix design complies with requirements of ACI 318, Chapter 5 - Concrete Quality, Mixing and Placing.

## **2.07 MIXING**

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### **3.02 PREPARATION**

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.

### **3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS**

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

### **3.04 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

### **3.05 SLAB JOINTING**

- A. Locate joints as indicated on the drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.

### **3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES**

- A. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

### **3.07 CONCRETE FINISHING**

- A. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Exterior Surfaces to Be Left Exposed: "Light Broom Finish".

### **3.08 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
  - 2. Final Curing: Begin after initial curing but before surface is dry.

### **3.09 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000.

**SECTION 06 1100  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Non-structural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Boards for trim.
- D. Underlayment.
- E. Preservative treated wood materials.
- F. Miscellaneous framing and sheathing.
- G. Communications and electrical room mounting boards.
- H. Concealed wood blocking, nailers, and supports.
- I. Miscellaneous wood nailers, furring, and grounds.

**1.02 REFERENCE STANDARDS**

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2012.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- C. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- D. PS 1 - Structural Plywood; 2009.
- E. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.
- F. RIS (GR) - Standard Specifications for Grades of California Redwood Lumber; Redwood Inspection Service; 2000.
- G. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.
- H. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 2004, and supplements.
- I. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2011.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data, installation instructions and details of installation application instructions and other applicable data.

**1.04 QUALITY ASSURANCE**

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
- B. Field Quality Assurance: Prior to covering up wall sheathing, notify the Architect to observe the shear wall screw fastening.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**



**SECTION 06 2000  
FINISH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Wood casings and moldings.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Provide the information required by AWI/AWMAC/WI (AWS).
- C. Samples: Submit two samples of wood trim 6 inch long.

**1.03 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect work from moisture damage.

**PART 2 PRODUCTS**

**2.01 FINISH CARPENTRY ITEMS**

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI (AWS) for Custom Grade.
- B. Interior Woodwork Items:
  - 1. Other trim as indicated on drawings: Red Oak; prepare for transparent finish.

**2.02 WOOD-BASED COMPONENTS**

- A. Wood fabricated from old growth timber is not permitted.

**2.03 LUMBER MATERIALS**

- A. Hardwood Lumber: Red Oak species, 1/4 sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

**2.04 ACCESSORIES**

- A. Wood Filler: Base to allow for required transparent finish, tinted to match surface finish color.

**2.05 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

**3.02 INSTALLATION**

- A. Install work in accordance with AWI/AWMAC/WI (AWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

**SECTION 07 2100**  
**THERMAL INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Batt insulation in wall and ceiling construction.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

**1.03 FIELD CONDITIONS**

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

**PART 2 PRODUCTS**

**2.01 APPLICATIONS**

- A. Insulation in Wood Framed Walls: Batt insulation with separate vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with separate vapor retarder.

**2.02 FOAM BOARD INSULATION MATERIALS**

**2.03 BATT INSULATION MATERIALS**

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C 655; friction fit.
  - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
  - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
  - 4. Formaldehyde Content: Zero.
  - 5. Thermal Resistance: R of 13 minimum in walls, R-19 above gypsum board ceilings.
  - 6. Facing: Unfaced.
  - 7. Manufacturers:
    - a. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
    - b. Johns Manville: [www.jm.com](http://www.jm.com).
    - c. Owens Corning Corporation: [www.ocbuildingspec.com/sle](http://www.ocbuildingspec.com/sle).
  - 8. Substitutions: See Section 01 6000 - Product Requirements.

**2.04 ACCESSORIES**

- A. Sheet Vapor Retarder: clear polyethylene film for above grade application, 6 mil thick.
- B. Tape: Polyethylene self-adhering type, 2 inch wide.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of irregularities.

**3.02 BATT INSTALLATION**

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior roof spaces where vaulted ceilings are exposed to view, without gaps or voids. Do not compress insulation.

**SECTION 07 2119  
FOAMED-IN-PLACE INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Foamed-in-place insulation.
  - 1. In exterior framed walls.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.
- C. Certificates: Certify that products of this section meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

**1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience.

**1.04 FIELD CONDITIONS**

- A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.
- B. Do not apply foam when temperature is within 5 degrees F of dew point.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Foamed-In-Place Insulation:
  - 1. Icynene Inc; Icynene Classic LD-C-50: [www.icynene.com](http://www.icynene.com).
  - 2. Substitutions: See Section 01 6000 - Product Requirements.

**2.02 MATERIALS**

- A. Foamed-In-Place Insulation: Low-density, flexible, open celled, water vapor permeable polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
  - 1. Aged Thermal Resistance: R-value of 3.7 (deg F hr sq ft)/Btu, minimum, when tested at 1 inch thickness in accordance with ASTM C518 after aging for 180 days at 41 degrees F.
  - 2. Air Permeance: 0.004 cfm/sq ft, maximum, when tested at intended thickness in accordance with ASTM E2178 or ASTM E283 at 1.5 psf.
  - 3. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.

**2.03 ACCESSORIES**

- A. Primer: As required by insulation manufacturer.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify work within construction spaces or crevices is complete prior to insulation application.
- B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation or overcoat adhesion.

**3.02 PREPARATION**

- A. Mask and protect adjacent surfaces from over spray or dusting.

## SECTION 07 9005

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Sealants and joint backing.

##### 1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, color availability, and other pertinent information required for the proper execution of this work.
- C. Samples: Submit two samples of actual applied sealant illustrating manufacturers full range of sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention, and other information necessary to ensure the proper installation of this work.

##### 1.03 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.

##### 1.04 MOCK-UP

- A. Provide mock-up of sealant joints in conjunction with window, wall, and air barrier system under provisions of Section 01 4000.
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

##### 1.05 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

##### 1.06 COORDINATION

- A. Coordinate the work with all sections referencing this section.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Polyurethane Sealants: General Purpose, (Type 1).
  - 1. Pecora Corporation; Product DynaTrol II: [www.pecora.com](http://www.pecora.com).
  - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Polyurethane Sealants: Horizontal Traffic Grade, (Type II).
  - 1. Pecora Corporation; Product Urexpan NR- 200: [www.pecora.com](http://www.pecora.com).
  - 2. Substitutions: See Section 01600 - Product Requirements.
- C. Silicone Sealants: Sanitary Mildew Resistant Silicone Sealant, (Type IV).
  - 1. Pecora Corporation; Product Pecora 898: [www.pecora.com](http://www.pecora.com).
  - 2. Substitutions: See Section 01600 - Product Requirements.
- D. Butyl Sealants: Butyl Rubber, (Type V).
  - 1. Pecora Corporation; Product Pecora BC 158: [www.pecora.com](http://www.pecora.com).
  - 2. Substitutions: See Section 01 6000 - Product Requirements.

**SECTION 08 1113  
HOLLOW METAL FRAMES AND WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Steel frames and Wood doors (Salvaged and Reinstalled).

**PART 2 PRODUCTS**

**2.01 DOORS AND FRAMES**

- A. Remove, Salvage and Reinstall existing office door and frame in location shown on drawings.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

**3.02 INSTALLATION**

- A. Install salvaged door frame in location indicated on drawing.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of salvaged hardware.
- D. Touch up damaged finishes.

**3.03 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

**END OF SECTION**

**SECTION 08 3100  
ACCESS DOORS AND PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Floor access door and frame units, interior and exterior.
- B. Access door and frame units, non-fire-rated, in floor locations.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Manufacturer's Installation Instructions: Indicate installation requirements and rough-in dimensions.
- D. Project Record Documents: Record actual locations of all access units.

**PART 2 PRODUCTS**

**2.01 ACCESS DOOR APPLICATIONS**

- A. Floor Access Covers, Interior:
  - 1. Size: 10 by 10 inch.

**2.02 MANUFACTURERS**

- A. Floor Access Doors:
  - 1. Jay R. Smith Mfg. CO.; Product Square Frame with Secured Cover (10 x 10) Figure Number 4940: [www.jrsmith.com](http://www.jrsmith.com)
  - 2. Substitutions: See Section 01 6000 - Product Requirements.

**2.03 ACCESS DOORS**

- A. All Units: Factory fabricated, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies units are to be installed in.

**2.04 FLOOR UNITS**

- A. Floor Door and Frame Units: Factory fabricated, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies units are to be installed in.
  - 1. Size: 10" x 10" interior dimensions, square nickel bronze frame with hinged cover and locking device.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that rough openings are correctly sized and located.

**3.02 INSTALLATION**

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings. Secure rigidly in place to wood framing.
- C. Position units to provide convenient access to the concealed work requiring access.

**END OF SECTION**

**SECTION 09 2116**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal furring channels.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, joint finishing system, and other similar items.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

**1.03 QUALITY ASSURANCE**

- A. Maintain one copy of all installation standards at project site.
- B. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
  - 1. Maintain one copy of standards at project site.
- C. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

**PART 2 PRODUCTS**

**2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
  - 1. See PART 3 for finishing requirements.

**2.02 METAL FRAMING MATERIALS**

- A. Non-Loadbearing Framing System Components: ASTM C 645; galvanized sheet steel, of size and properties necessary to comply with ASTM C 754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf and L/360 for ceiling framing. 20 gage minimum.
  - 1. Acceptable Products:
    - a. Dietrich Metal Framing; UltraSteel (tm); [www.dietrichindustries.com](http://www.dietrichindustries.com).
  - 2. Resilient Furring Channels: 3/4 inch depth, for attachment to substrate through both legs.

**2.03 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  - 1. USG Corporation; \_\_\_\_\_; [www.usg.com](http://www.usg.com).
  - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Mold-Resistant Paper-Faced Products:
  - 1. Application: Use for vertical surfaces and ceilings.
    - a. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels.
    - b. Substitutions: See Section 01 6000 - Product Requirements.

**2.04 ACCESSORIES**

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- B. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
  - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners.
  - 2. Tape: 2 inch wide, creased paper tape for joints and corners.
  - 3. Ready-mixed vinyl-based joint compound.

- E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

**3.07 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION**



**SECTION 09 5100**  
**ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components.

**PART 2 PRODUCTS**

**2.01 ACOUSTICAL UNITS**

- A. Acoustical Tile: Salvage existing tiles for reinstallation in the newly configured ceiling areas. Cut and Modify tiles as necessary for proper fit in reconfigured grid. See reflected ceiling plan and field verify all conditions and measurements.

**2.02 SUSPENSION SYSTEM(S)**

- A. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required to Match Existing System.
- B. Exposed Steel Suspension System Type Match Existing System: Formed steel, commercial quality cold rolled; heavy-duty.
  - 1. Profile: Tee; 15/16 inch wide face.
  - 2. Construction: Double web.
  - 3. Finish: White painted.

**2.03 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
  - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Touch-up Paint: Type and color to match acoustical and grid units.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

**3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- C. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

**SECTION 09 6500  
RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient base.
- B. Resilient stair accessories.
- C. Installation accessories.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plan.
- D. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Protect roll materials from damage by storing on end.

**1.04 FIELD CONDITIONS**

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**PART 2 PRODUCTS**

**2.01 PLATFORM EDGE NOSING**

- A. Stair Nosing: 1-3/4 inch horizontal return, 1-3/4 inch vertical return, to be installed at the full perimeter of the platform.
  - 1. Manufacturers:
    - a. Johnsonite, a Tarkett Company; DTN-XXX: [www.johnsonite.com](http://www.johnsonite.com).
    - b. Substitutions: See Section 01 6000 - Product Requirements.
  - 2. Material: Vinyl.
  - 3. Color: Solid color.

**2.02 RESILIENT BASE**

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
  - 1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
  - 2. Height: 4 or 6 inch. Verify locations on drawings
  - 3. Thickness: 0.125 inch thick.
  - 4. Finish: Satin.
  - 5. Length: Roll.
  - 6. Color: match existing.
  - 7. Accessories: Premolded external corners and end stops.
  - 8. Manufacturers:
    - a. Johnsonite, a Tarkett Company; [www.johnsonite.com](http://www.johnsonite.com).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

**2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.

## SECTION 09 6813

### TILE CARPETING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Salvaged Carpet tile, fully adhered.
- B. Removal and Salvage of existing carpet tile.

##### 1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation. Include proposed moisture and PH testing procedures as well as product data on proposed moisture barrier.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.

##### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

##### 1.04 FIELD CONDITIONS

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

##### 2.02 MATERIALS

- A. Carpet tiles: Salvaged tiles will be reinstalled to match the patterns currently installed.

##### 2.03 ACCESSORIES

- A. Sub-Floor Filler: Type recommended by flooring material manufacturer.
- B. Moisture Barrier: Type recommended by flooring manufacturer.
- C. Edge Strips: Vinyl, color as selected by Architect.
- D. Adhesives: Acceptable to carpet tile manufacturer, compatible with materials being adhered..

#### PART 3 EXECUTION

##### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- D. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
  - 1. Test in accordance with adhesive and carpet manufacturers recommended testing method.
- E. **IT IS THE RESPONSIBILITY OF THE INSTALLER TO PREPARE THE SUBSTRATE SURFACES IN A MANNER THAT WILL MEET THE REQUIREMENTS OF THE FLOORING MATERIAL AND ADHESIVE MATERIAL MANUFACTURER'S REQUIREMENTS FOR MOISTURE RATE AND PH OF THE SURFACE. INSTALLATION OF MOISTURE BARRIERS, IF NECESSARY, IS THE RESPONSIBILITY OF THE INSTALLER TO MEET**

**SECTION 09 9000  
PAINTING AND COATING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
  - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
  - 6. Floors, unless specifically so indicated.
  - 7. Glass.
  - 8. Concrete masonry in utility, mechanical, and electrical spaces.
  - 9. Acoustical materials, unless specifically so indicated.
  - 10. Concealed pipes, ducts, and conduits.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instructions.
- C. Samples: Submit two paper chip samples, 2x2 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

**1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

4. Primer(s): As recommended by manufacturer of top coats.
- B. Paint WI-OP-3A - Wood Sheathing (Exposed Plywood in Server Room), Opaque, Alkyd, 3 Coat:
  1. One coat alkyd primer sealer.
  2. Semi-gloss: Two coats of alkyd enamel.
- C. Paint WI-TR-VS - Wood Trim (Trim and cap at low wall), Transparent, Varnish, Stain:
  1. One coat of stain.
  2. One coat sealer.
  3. Satin: Two coats of varnish.
- D. Paint MI-OP-2L - Ferrous Metals (HM Door Frame to be reinstalled), Primed, Latex, 2 Coat:
  1. Touch-up with latex primer.
  2. Semi-gloss: Two coats of latex enamel.
- E. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  1. One coat of alkyd primer sealer.
  2. Satin: Two coats of latex enamel.

#### 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Gypsum Wallboard: 12 percent.
  2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- H. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

**SECTION 10 4400**  
**FIRE PROTECTION SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire extinguishers.
- B. Accessories.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide extinguisher operational features, color and finish, and anchorage details.
- C. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.

**1.03 FIELD CONDITIONS**

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Fire Extinguishers and Mounting Brackets:
  - 1. Basis of Design for Extinguishers and Brackets: Larsen's Manufacturing Co. [www.larsensmfg.com](http://www.larsensmfg.com).
  - 2. Dispatch and Server Room (2-Total) : HT 11 Halotron I-EPA Approved Clean Agent. Final Locations to be determined by Owner.
  - 3. Substitutions: See Section 01 6000 Product Requirements.

**2.02 ACCESSORIES**

**PART 3 EXECUTION**

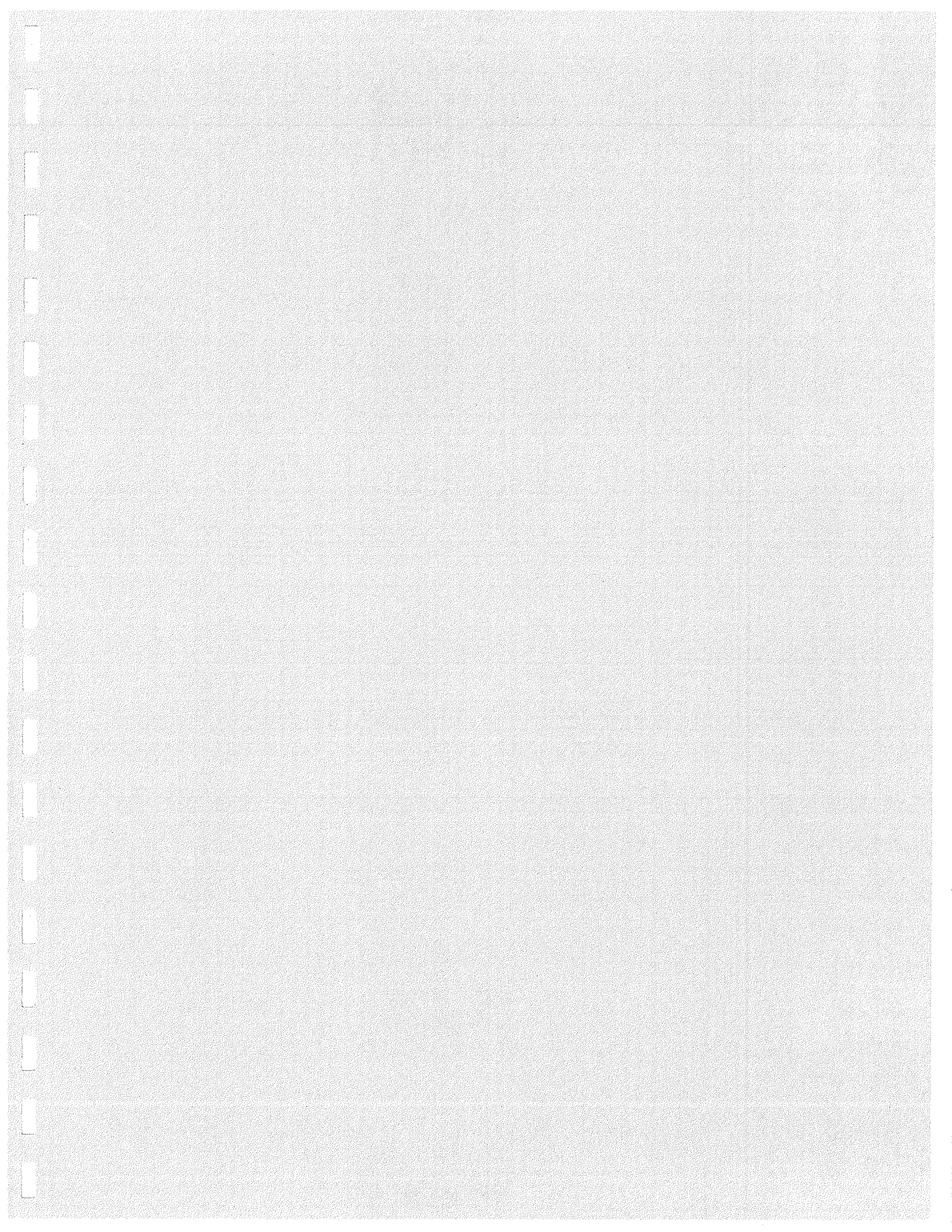
**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify rough openings for cabinet are correctly sized and located.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Secure rigidly in place.
- C. Place extinguishers on wall brackets.

**END OF SECTION**



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

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ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in said County on Tuesday, the 4th day of April, 2017, for the purpose of electing two (2) members of the County Hospital Board of Trustees. One trustee elected shall serve for a term of 5 years and one trustee elected shall serve for an unexpired term of 1 year.

Said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

STATE OF MISSOURI  
COUNTY OF BOONE

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that the County Commission of said County has called for an election to be held on Tuesday, the 4th day of April, 2017, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing two (2) members of the County Hospital Board of Trustees. One trustee elected shall serve for a term of 5 years and one trustee elected shall serve for an unexpired term of 1 year.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT  
COUNTY OF BOONE, MISSOURI  
Tuesday, April 4, 2017

FOR HOSPITAL TRUSTEE:  
(VOTE FOR 1) (5 YEAR TERM)

RANDY M. MORROW  
GORDON CHRISTENSEN

FOR HOSPITAL TRUSTEE:  
(VOTE FOR 1) (1 YEAR UNEXPIRED TERM)


RICHARD SHANKER  
BOB WAGNER  
TAYLOR W. BURKS

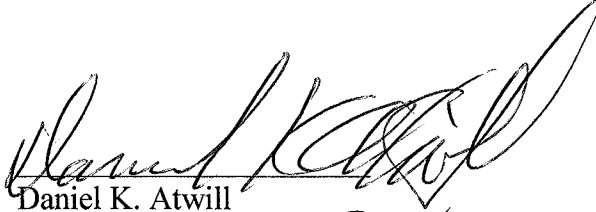


The Commission further orders the election to be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMo.

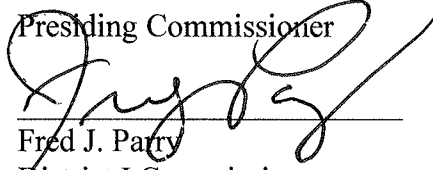
Done this 24th day of January, 2017.

ATTEST:

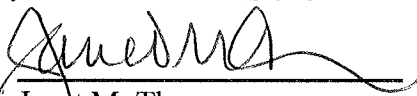
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
5 year term

To Wendy S. Noren, Boone County Clerk

Date 1/10/2017

I, Randy M Morrow a resident and registered voter of the County of  
Boone and the state of Missouri, residing at 3906 Buffington Dr,  
Columbia, Missouri 65203-0379

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal  
election to be held on the 4th day of April, 2017.

-I further declare that if elected to such office I will qualify.

-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.

-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor  
under the federal laws of the United States of America and that I have not been convicted of or found  
guilty of or pled guilty to a felony under the laws of Missouri.

Randy M Morrow  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Randy M. Morrow</u>
Address	<u>3906 Buffington Dr</u>
Mailing Address (if different)	<u>Columbia, Mo 65203-0379</u>
Telephone # (optional)	<u>573-445-0731</u>

Random #: \_\_\_\_\_

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to  
the best of my knowledge, true.

Randy M Morrow  
Signature of Candidate

Subscribed and sworn to before me this 10 day of Jan, 2017.

Anna Turner  
Signature of election official or other officer  
authorized to administer oaths

Date Filed: 1/10/17

Time Filed: 9:40 Am

Deputy Initials: TT

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
5 year term

To Wendy S. Noren, Boone County Clerk

Date January 10, 2017

I, Gordon Christensen, M.D. a resident and registered voter of the County of Boone and the state of Missouri, residing at 2802 Wolf Creek Court, Columbia.

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 4th day of April, 2017.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

[Signature]  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>GORDON CHRISTENSEN</u>
Address	<u>2802 WOLF CREEK COURT</u>
Mailing Address (if different)	
Telephone # (optional)	<u>543-825-0380</u>

Random #: NA

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

[Signature]  
Signature of Candidate

Subscribed and sworn to before me this 10 day of January, 2017.

[Signature]  
Signature of election official or other officer authorized to administer oaths

Date Filed: 1/10/17

Time Filed: 3:00 pm

Deputy Initials: WJR

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
Unexpired 1 year term

To Wendy S. Noren, Boone County Clerk

Date 1-5-17

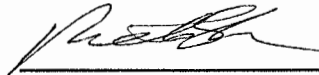
I, RICHARD SHANKER a resident and registered voter of the County of  
Boone and the state of Missouri, residing at 1829 CLIFF DRIVE,  
COLUMBIA MO

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal  
election to be held on the 4th day of April, 2017.

-I further declare that if elected to such office I will qualify.

-I further declare that I have no outstanding campaign disclosure reports due from any prior elections.

-I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor  
under the federal laws of the United States of America and that I have not been convicted of or found  
guilty of or pled guilty to a felony under the laws of Missouri.



Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>RICHARD SHANKER</u>
Address	<u>1829 CLIFF DRIVE</u>
Mailing Address (if different)	<u>COLUMBIA MO</u>
Telephone # (optional)	<u>573-875-2035</u>

Random #: \_\_\_\_\_


## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to  
the best of my knowledge, true.

  
Signature of Candidate

Subscribed and sworn to before me this 5 day of January, 2017.

  
Signature of election official or other officer  
authorized to administer oaths

Date Filed: 1/5/17

Time Filed: 4:30 pm

Deputy Initials: AT

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
Unexpired 1 year term

To Wendy S. Noren, Boone County Clerk

Date Jan 10, 2017

I, ROBERT J. WAGNER a resident and registered voter of the County of Boone and the state of Missouri, residing at 1907 KINGSBRIDGE ROAD, COLUMBIA, MO 65203

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 4th day of April, 2017.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Robert J. Wagner  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>BOB WAGNER</u>
Address	<u>1907 KINGSBRIDGE ROAD</u> <u>COLUMBIA, MO 65203</u>
Mailing Address (if different)	
Telephone # (optional)	

Random #: NA

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Robert J. Wagner  
Signature of Candidate

Subscribed and sworn to before me this 10th day of JANUARY, 2017.

Nancy Murphy  
Signature of election official or other officer authorized to administer oaths

Date Filed: 1-10-17

Time Filed: 12:30 PM

Deputy Initials: MLR

# DECLARATION OF CANDIDATE FOR ELECTION

STATE OF MISSOURI }  
County of Boone } ss.

Boone Hospital Center Trustee  
Unexpired 1 year term

To Wendy S. Noren, Boone County Clerk

Date January 12, 2017

I, Taylor W. Burks a resident and registered voter of the County of Boone and the state of Missouri, residing at 4905 Shadow Circle, Columbia, Missouri 65203

do announce myself a candidate for the office of Hospital Trustee to be voted for at the municipal election to be held on the 4th day of April, 2017.

- I further declare that if elected to such office I will qualify.
- I further declare that I have no outstanding campaign disclosure reports due from any prior elections.
- I also further declare that I have not been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America and that I have not been convicted of or found guilty of or pled guilty to a felony under the laws of Missouri.

Taylor W. Burks  
Signature of Candidate

NOTICE	
Type or print your name exactly as you desire it printed on the ballot.	
Name	<u>Taylor W. Burks</u>
Address	<u>4905 Shadow Circle</u>
Mailing Address (if different)	_____
Telephone # (optional)	<u>573.881.8880</u>

Random #: NA

## AFFIDAVIT

STATE OF MISSOURI }  
County of Boone } ss.

I hereby swear (or affirm) that the information contained in the foregoing declaration of candidacy is, to the best of my knowledge, true.

Taylor W. Burks  
Signature of Candidate

Subscribed and sworn to before me this 12<sup>th</sup> day of January, 2017.

Nancy Murphy  
Signature of election official or other officer authorized to administer oaths

Date Filed: 1-12-17

Time Filed: 12:30 pm

Deputy Initials: NM

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of January

20 17

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in said County on Tuesday, the 4th day of April, 2017, for the purpose of electing one (1) member of the Centralia Special Road District of Boone County, Missouri. One Commissioner elected shall serve for a term of 3 years.

Said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

STATE OF MISSOURI  
COUNTY OF BOONE

Notice is hereby given to the qualified voters of the Centralia Special Road District that the County Commission of the County of Boone has called an election to be held in said District on Tuesday, the 4th day of April, 2017, between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one Commissioner of the Centralia Special Road District of Boone County, Missouri. One Commissioner elected shall serve for a term of 3 years.

The ballot to be used at said election shall be in substantially the form as set forth in the following sample ballot:

OFFICIAL BALLOT  
CENTRALIA SPECIAL ROAD DISTRICT  
BOONE COUNTY, MISSOURI  
APRIL 4, 2017

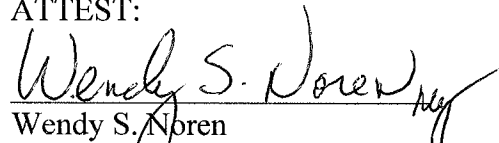
FOR COMMISSIONER:  
(VOTE FOR 1) (3 YEAR TERM)

NO CANDIDATE FILED. COMMISSIONER TO BE ELECTED BY WRITE-IN.

The Commission further orders the election be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMO.

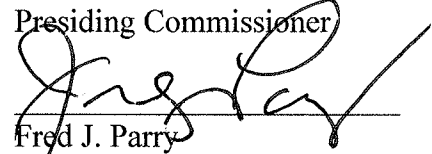
Done this 24th day of January, 2017.

ATTEST:

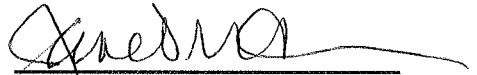
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

}

ea.

In the County Commission of said county, on the

24th

day of January

20 17

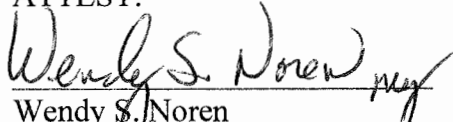
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to balance and account for 2016 insurance activity not budgeted and to transfer money from emergency & contingency to cover insurance claim expense FY2016.

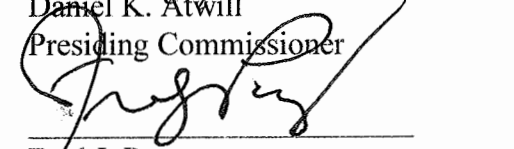
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2901	3946	Sheriff's Operations – LE Sales Tax	Insurance Proceeds		21,450
2901	92400	Sheriff's Operations – LE Sales Tax	Repl. Vehicle		27,425
1123	86800	Emergency & Contingency	Emergency	5,975	
				5,975	48,875

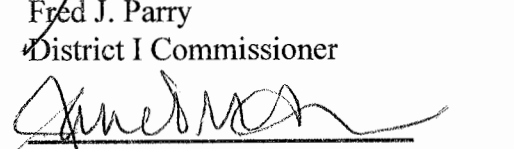
Done this 24th day of January, 2017.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Fred J. Parry  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

12/28/16

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2901	3946	Sheriff's Operations- LE Sales Tax	Insurance Proceeds		21,450
2901	92400	Sheriff's Operations- LE Sales Tax	Repl. Vehicle		27,425
1123	86800	Emergency & Contingency	Emergency	5,975	
				<b>5,975</b>	<b>48,875</b>

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 balance and account for 2016 Insurance Activity not budgeted and to transfer money from emergency & contingency TO COVER INS CLAIM EXP FY2016. The revenue noted is for two vehicles, one was scheduled as a replacement vehicle and was already budgeted. Emergency funds needed for one vehicle. Sufficient amounts are remaining in classes 2 and 6 for the related equipment and installation

*(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: Cover Insurance Repl. Vehicle

*28*  
*(Signature)*  
Auditor's Office  
PRESIDING COMMISSIONER

*(Signature)*  
Agenda  
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

Year	2016	Estimated Revenue	
Dept	2901 SHERIFF OPERATIONS-LE SALES TX	Revisions	
Acct	3946 INS PROCEEDS-CAP ASSET RETIRED	Original + Revisions	
Fund	290 LAW ENFORCEMENT SERVICES FUND	Revenues	21,450.00

Class/Account	A ACCOUNT	Actual To Date	21,450.00
Account Type	R REVENUE	Remaining Balance	21,450.00-
Normal Balance	C CREDIT		

Transaction Code		Effective Date	Process Date		Amount
Code	Effective	Description	Orig	Document	
33	6/03/2016	2016VEHCM16-39594	2016	2049	1,542.64
33	6/21/2016	2016VEHCM12-39334	2016	2294	16,800.00
33	7/25/2016	2016VEHCM16-39594	2016	2768	3,107.36

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

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27,425,000 +  
 21,450,000 -  
 5,975,000 G+

SUBLSCR BOONE                      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN      12/21/16 14:05:19

Year	2016	Original Appropriation	390,252.00
Dept	2901 SHERIFF OPERATIONS-LE SALES TX	Revisions	
Acct	92400 REPLCMENT AUTO/TRUCKS	Original + Revisions	390,252.00
Fund	290 LAW ENFORCEMENT SERVICES FUND	Expenditures	399,150.00
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	399,150.00
Account Type	E EXPENSE	Remaining Balance	8,898.00-
Normal Balance	D DEBIT	Shadow Balance	8,898.00-

Transaction Code	Effective Date	Description	Process Date	Amount
Code	Effective	Description	Orig Document	Amount
72 10	5/16/2016	JOE MACHENS FORD	2016 2372	27,285.00-
72 10	5/16/2016	JOE MACHENS FORD	2016 2372	26,840.00-
72 10	5/16/2016	JOE MACHENS FORD	2016 2372	22,865.00-
70	9/12/2016	JOE MACHENS FORD	2016 183	27,425.00
50 10	9/19/2016	JOE MACHENS FORD	2016 4951	27,425.00
72 10	9/19/2016	JOE MACHENS FORD	2016 4951	27,425.00-

Bottom

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of January

20 17

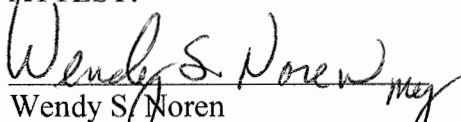
the following, among other proceedings, were had, viz:

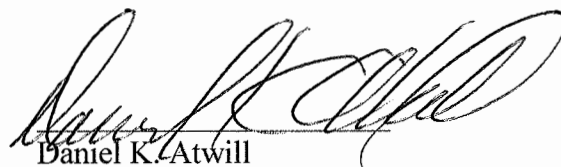
Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Paul Sharp	Industrial Development Authority	February 1, 2017 through January 31, 2023

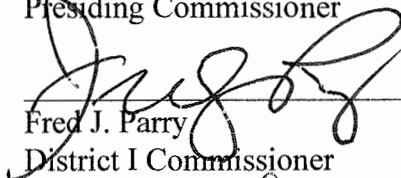
Done this 24th day of January, 2017.

ATTEST:

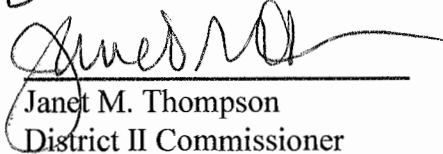
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: [commission@boonecountymo.org](mailto:commission@boonecountymo.org)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Industrial Development Authority  
Name: Paul Sharp  
Home Address: 1814 Cliff Dr  
City: Columbia Zip Code: 65201  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
At which address would you prefer to be contacted?     
E-mail: Sharp@missouri.edu  
Phone (Home): \_\_\_\_\_ Phone (Work): \_\_\_\_\_  
Fax: \_\_\_\_\_

**Qualifications:**

Retired professor of chemistry. Familiar with grant writing and reviewing.

**Past Community Service:**

Columbia Electrical Board - former member East Campus Neighborhood Association - treasurer

**References:**

Rick Shanker (current IDA board member)

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.

\_\_\_\_\_  
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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of January

20 17

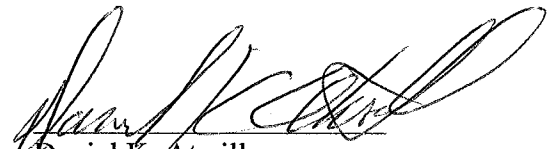
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Greg Steinhoff as an Interim Boone Hospital Trustee for the period of January 24, 2017 through April 17, 2017.

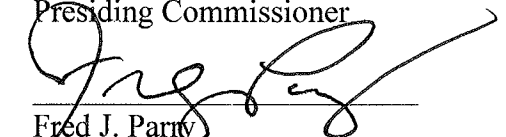
Done this 24th day of January, 2017.

ATTEST:

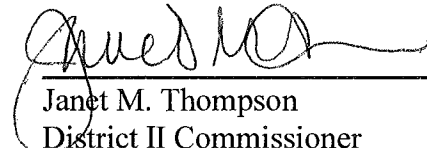
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner