

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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 3rd day of April, 2012, for the purpose of electing one (1) member of the County Hospital Board of Trustees who shall serve for a term of 5 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 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 3rd day of April, 2012, 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 one (1) member of the County Hospital Board of Trustees for a term of 5 years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT
 COUNTY OF BOONE, MISSOURI
 Tuesday, April 3, 2012

FOR HOSPITAL TRUSTEE:
 (VOTE FOR 1) (5 YEAR TERM)

DARRELL FOSTER

BOB WAGNER

The Commission further orders the election to be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMo.

CERTIFIED COPY OF ORDER

January Session of the January Adjourned

12

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

24th

January

12

In the County Commission of said county, on the

day of

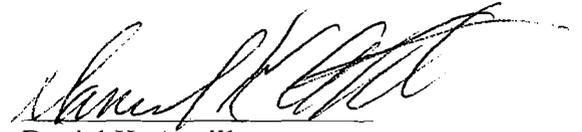
20

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

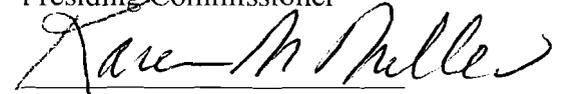
Done this 24th day of January, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

24th

day of January

20 12

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

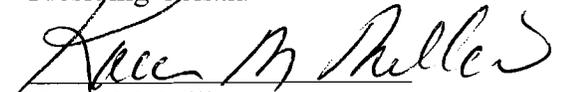
Now on this day the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Commissioner of the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Jamie Mills, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 3, 2012 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the commission for Jamie Mills to serve as Commissioner of Centralia Special Road District for a three year term.

Done this 24th day of January, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner



WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO. 65201
573-886-4295 FAX 573-886-4300

I, Wendy S. Noren, County Clerk and Election Authority in and for the County of Boone, State of Missouri, hereby certify that:

- 1. At the close of filing for Commissioner of Centralia Special Road District at 5:00 p.m. on January 17, 2012 the number of candidates filed for the position equaled the number of positions to be elected.**
- 2. The notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district**

Given under my hand and seal this 24th day of January, 2012.



Wendy S. Noren
Boone County Clerk

(SEAL)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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 US Communities Cooperative Contract 58795 – Copier and Maintenance with GFI Digital. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the County Commission approves the surplus disposal of the copier with asset number 14310 by trade in.

Done this 24th day of January, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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, CPPB
DATE: January 18, 2012
RE: 58795 – Copier and Maintenance

Purchasing and Public Works request permission to utilize the US Communities contract 58795 with GFI Digital, Inc of Columbia, Missouri to purchase a copier and maintenance.

Total cost of copier is \$9,772 and will be paid from department 2040 – PW Maintenance Operations, account 92000 – Equipment Service Contract. \$9,500 was budgeted for this purchase. Public Works will be purchasing a Melter Applicator from MODOT's cooperative contract for \$45,934.06 and \$50,000 was budgeted for that purchase (contracts to be routed later this month). Savings from this purchase will be used to cover the shortage on the copier.

Copier maintenance pricing is firm for a total of eight years for \$849 per year for 96,000 black and white copies and \$0.09216 per color copy. Maintenance has been budgeted for \$800.00 for 2012. Maintenance will be paid from 2040 – PW Maintenance Operations, account 60050 – Equipment Service Contract.

Purchasing is seeking permission to dispose of the existing copier located in Public Works by trade-in with a zero value. GFI Digital has agreed to remove the hard drive (if one exists) to leave with County and will haul off the existing machine to destroy. Past experience has taught us it costs us more to move the copier to surplus then to sell it on GovDeals. Attached for signature is the Request for Disposal form.

cc: Contract File
Jane Telander/Greg Edington, Public Works

From: Greg Edington
To: Caryn Ginter
Date: 1/11/2012 8:42 AM
Subject: Re: Savings in class 9

Caryn:

Melinda is currently working on the purchase of a Crack Sealant Melter via State Bid. There is a \$4,065.94 cost savings from the purchase. She should have a signed purchase requisition and in the process of getting back a contract.

Thanks,
Greg

>>> Caryn Ginter 1/11/2012 8:02 AM >>>

Hi Greg,

I need something from you stating the savings you have realized in other class 9 purchases which can be used to cover the overage on the copier before I can sign off on the contract. A reply to this email will be fine.

Thanks,
Caryn6

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 01/10/2012

FIXED ASSET TAG NUMBER: 14310

RECEIVED

DESCRIPTION: 2004 Cannon Copier, Image Runner 5000

JAN 10 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Trade

OTHER INFORMATION: Counter total: 923,850 copies to date.

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: New unit budgeted for in FY 2012, machine requires frequent repairs.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When new Copier is installed.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2045

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 3/30/2004

RECEIPT INTO 2045 - 3835

ORIGINAL COST 14,487.00

GRANT FUNDED (Y/N) N *Will be picked up by*

ORIGINAL FUNDING SOURCE 2741

GRANT NAME Vendor when new

% FUNDING 60% *60% is delivered*

AGENCY _____

ASSET GROUP 1601

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 22-2012

DATE APPROVED 1/24/2012

SIGNATURE 

**PURCHASE AGREEMENT FOR
PHOTOCOPIER AND MAINTENANCE**

THIS AGREEMENT dated the 24 day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **GFI Digital, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for **Photocopier and Maintenance** in compliance with US Communities contract **58795**, GFI Digital quote for Public Works, Boone County Missouri Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. 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 file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Public Works Department – 5551 Highway 63 South, Columbia, MO 65201.

Copier:

One (1) Ricoh MPC 4501 Digital Color Copier which includes mainframe with copy/print/scan and 2x550 sheet paper trays:	\$6,885
Two (2) Tray Paper Bank	\$1,122
Staple Finisher, 1,000 sheet	\$793
Bridge Unit	\$160
Fax Kit	\$812
TOTAL	\$9,772

Pricing includes delivery, installation, connectivity, initial training, and on-going training and support.

Pricing includes all labor, mileage, parts, toner, drums, etc (excludes paper and staples).

Maintenance: shall be provided for the copier for 96,000 black and white prints per year for a cost of \$849.00. Maintenance may be renewed yearly at the option of the County for up to seven (7) years and pricing shall remain firm at \$849.00 per year. Black and white overage shall be billed at a cost of \$0.011 per page. Color pages shall be billed at \$0.09216 per page, billed quarterly (March 31, June 30, September 30, December 31).

First year of maintenance shall be pro-rated through December 31, 2012. Maintenance thereafter shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a

machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of copier to the Public Works Department within 15 days after receipt of Purchase Order. Contractor shall remove the existing photocopier the same day the new copier is installed for no additional charge. Contractor agrees to remove the hard drive (if one exists) and leave with County, then destroy the copier

3. **Trial Period:** All purchases from this contract are contingent upon a successful three (3) day trial period.

4. **Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); 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.

GFI DIGITAL INC.

by Andrea Paehl
title Account Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren cc
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature

Copier: 2040-92000 / \$9,772.00
Maintenance: 2040-60050 (\$849 pro-rated through 12/31/12)
1/2/12
Date

Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

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 \$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.

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.

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.

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.



Pricing Info For the Boone County Public Works

US Communities Government Contract #58795 through GFI Digital Inc.

Ricoh MPC 4501	\$6,885
Includes mainframe with copy/print/scan and 2x550 sheet paper trays	
2 Tray Paper Bank	\$1,122
Staple Finisher	\$793
Bridge Unit	\$160
Fax Kit	<u>\$812</u>
Total Cost	\$ 9,772
Service Year 1: 96,000 B&W clicks	\$ 849
Service Year 2: 96,000 B&W clicks	\$ 849
Service Year 3: 96,000 B&W clicks	\$849
Service Year 4: 96,000 B&W clicks	\$849
Service Year 5: 96,000 B&W clicks	\$ 849
Service Year 6: 96,000 B&W clicks	\$ 849
Service Year 7: 96,000 B&W clicks	\$ 849

- **B&W overages billed annually at \$.011 per click.**
- **Color clicks billed on a usage only basis at \$.09216 (price locked for 7 years)**
- **Pricing includes all labor, mileage, parts, toner, drums, etc. (excludes paper and staples)**
- **Pricing includes delivery, installation, connectivity, initial training, and on-going training and support.**

RICOH SAVIN LANIER

US Communities

Purchase / Lease / Full Maintenance

Schedule B to

Ricoh Master Pricing Agreement

Contract No. **58795**

Lease payments exclude taxes. Payments are increased in NJ (7%) and in IL (4%) when processing the Lease. See below footnotes for details.

Copies Prints Developments Per Minute	Ricoh / Savin / Lanier Equipment and Options Prices Per Unit	Ricoh Reorder Number	Aug-11 Suggested Retail Price	Customer Purchase Price	FMV	FMV	FMV
					Lease 36 Monthly Payments	Lease 48 Monthly Payments	Lease 60 Monthly Payments
DIGITAL							
45 Color / 45 B&W	Ricoh MP C4501**/Savin C9145**/Lanier LD645C**	415402	\$16,010	\$6,885	\$204.28	\$171.85	\$146.58
45 Color / 45 B&W	Ricoh MP C4501A**/Savin C9145A**/Lanier LD645CA**	415408	\$16,680	\$7,505	\$222.67	\$187.32	\$159.78
55 Color / 55 B&W	Ricoh MP C5501**/Savin C9155**/Lanier LD655C**	415417	\$19,780	\$9,099	\$269.97	\$227.11	\$193.72
55 Color / 55 B&W	Ricoh MP C5501A**/Savin C9155A**/Lanier LD655CA**	415423	\$20,460	\$10,026	\$297.47	\$250.25	\$213.45
	15 Amp Network Power Filter	002658MIU	175	70	2.08	1.75	1.49
	Basic Network / Scanning Connection	NWSC	400	-	-	-	-
	Paper Feed Unit PB3100**	415455	1,780	1,122	33.29	28.01	23.89
	LCIT PB3110**	415453	1,990	995	29.52	24.84	21.18
	>FAC33 Cabinet	413762	205	110	3.26	2.75	2.34
	LCIT RT3010	415451	1,892	946	28.07	23.61	20.14
	Internal Shift Sort Tray (SH3040)**	414719	338	173	5.13	4.32	3.68
	Side Tray Type C5501**	415448	635	284	8.43	7.09	6.05
	Bridge Unit BU3030**	414175	230	160	4.75	3.99	3.41
	SR790 1,000 Sheet Finisher**	412730	1,480	793	23.53	19.79	16.88
	SR3020 2000-Sheet Booklet Finisher**	413323	4,110	2,501	74.20	62.42	53.25
	SR3030 3000-Sheet Finisher**	413325	2,860	1,744	51.74	43.53	37.13
	Punch Unit Type 3260	412209	920	448	13.29	11.18	9.54
	1-Bin Tray BN3080**	415456	550	246	7.30	6.14	5.24
	Data Overwrite Security Unit Type H	414002	390	167	4.95	4.17	3.56
	Envelope Feeder EF3000**	415494	280	125	3.71	3.12	2.66
	Key Counter Bracket Type H	412552	100	61	1.81	1.52	1.30
	Optional Counter Interface Unit Type A	413012	62	34	1.01	0.85	0.72
	Platen Cover Type 3800C	412551	95	52	1.54	1.30	1.11
	Card Reader Bracket Type C5501	415495	151	68	2.02	1.70	1.45
	Scanner Accessibility Option Type C5000	414676	1,670	1,020	30.26	25.46	21.72
	Copy Data Security Unit Type F	413985	710	365	10.83	9.11	7.77
	Fax Options:						
	Fax Option Type C5501**	415489	1,375	812	24.09	20.27	17.29
	G3 Interface Unit Type C5000	414706	700	371	11.01	9.26	7.90
	Handset Type 1018**	410781	68	38	1.13	0.95	0.81
	32MB Memory 400dpi/SAF	001342MIU	195	97	2.88	2.42	2.07
	Connectivity Options:						
	IEEE802.11a/g Wireless Type J	414008	565	306	9.08	7.64	6.51
	IEEE 1284 Interface Type A	411699	105	55	1.63	1.37	1.17
	Gigabit Ethernet Type B	414204	460	248	7.36	6.19	5.28
	Camera Direct Print Card Type I	415575	267	121	3.59	3.02	2.58
	PostScript3 Unit Type C5501	415483	611	373	11.07	9.31	7.94
	USB 2.0/SD Slot Type F	415673	356	165	4.90	4.12	3.51
	File Format Converter Type E	414007	605	316	9.38	7.89	6.73
	HotSpot MFP Option Type E	415621	1,215	764	22.67	19.07	16.27
	E-5200 Fiery Controller	415677	5,000	3,185	94.50	79.50	67.81
	IPDS	415480	924	740	21.96	18.47	15.75
	EFI Seequence Impose	404336	2,500	1,783	52.90	44.50	37.96
	Sequence Compose	404337	1,100	888	26.35	22.16	18.91
	Color Profiler v3 w/ES1000 UV	005697MIU	3,000	2,137	63.40	53.34	45.50
	CPS v2 to v3 Upgrade	005699MIU	499	367	10.89	9.16	7.81
	ES-1000 Color Spectrophotometer	003116MIU	1,248	853	25.31	21.29	18.16
	Color Profiler v3 SW Only	005700MIU	1,900	1,259	37.35	31.42	26.80
	i1iO Table for ES1000	005776MIU	2,295	1,937	57.47	48.35	41.24
	Spot-On	413317	1,200	562	16.67	14.03	11.96
	Auto Trapping	413316	1,200	562	16.67	14.03	11.96
	EFI Hot Folders	413315	1,260	562	16.67	14.03	11.96
					\$9,772		

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : GFI
 State : MISSOURI
 As of 05-Jan-2012 7:14 PM EST
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 59-23DEC11 – Radar Units to Kustom Signals, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24th day of January, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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, CPPB
DATE: December 30, 2011
RE: 59-23DEC11 – Radar Units

The Bid for Radar Units closed on December 23, 2011. Four bids were received. Purchasing and the Sheriff's department recommend award to Kustom Signals, Inc. of Lenexa, Kansas for offering the lowest and best bid for the County.

Total cost of contract for three radar units is \$3,999.99 and will be paid from department 1251 - Sheriff, account 91300 – Machinery and Equipment. \$4,800 was budgeted for 2012.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Sgt. Brian Leer, Sheriff Dept.
Bid File

59-23DEC11 - Radar Units for the Boone County Sheriff

BID TABULATION

		Applied Concepts, Inc.	Applied Concepts, Inc. - Alternate Bid for Certified Pre- Owned	MPH Industries, Inc.	Kustom Signals, Inc.
	Item	Unit Price	Unit Price	Unit Price	Unit Price
4.12.1.	Radar Unit	\$1,676.00	\$1,395.00	\$1,350.00	\$1,248.00
4.12.2.	Dash Mount/Bracket for Radar Unit	\$1,775.00	\$1,475.00	Included Above	\$85.00
4.9.	COOP? (Yes or No)	Yes		Yes	Yes
TOTAL WITH Dash Mount		\$1,775.00	\$1,475.00	\$1,350.00	\$1,333.00

Note: Speedgun
Plus has an LED
display instead of
an LED

**PURCHASE AGREEMENT
FOR
Radar Units**

THIS AGREEMENT dated the 9th day of January 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kustom Signals, Inc.**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Radar Units**, County of Boone Request for Bid, bid number **59-23DEC11**, 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 16, 2011** and executed by **Tom Kulikowski**, 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. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County radar units as follows:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Radar Unit	3	\$1,248.00	\$3,744.00
Mounting Bracket	3	\$85.00	\$255.00
TOTAL			\$3,999.00

All items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County

3. Delivery – Delivery will be made within 30 days after Receipt of Order.

4. Billing and Payment - All billing shall be invoiced to the Boone Facilities Sheriff Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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 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.

KUSTOM SIGNALS, INC.

by *Tom Kulikowski*
title Tom Kulikowski, President and CEO

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

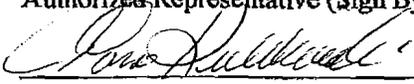
<u><i>June Pitchford by jg</i></u>	<u>01/12/2012</u>	1251 / 91300 - \$3,999.00
Signature	Date	Appropriation Account

4. Response Form

- 4.1. Company Name: Kustom Signals, Inc.
- 4.2. Address: 9652 Loiret Boulevard
- 4.3. City/Zip: Lenexa, KS 66219
- 4.4. Phone Number: 800-458-7866
- 4.5. Fax Number: 913-492-1703
- 4.6. E-Mail Address: sales@kustomsignals.com
- 4.7. Federal Tax ID: 43-1757730

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

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

4.8.1. Authorized Representative (Sign By Hand):
 Date: 12/16/11

4.8.2. Print Name and Title of Authorized Representative
Tom Kulikowski, President and CEO Date: 12/16/11

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

4.10. Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time

4.11. PRICING

	Item	Unit Price
4.12.1.	Radar Unit	\$1,248.00 each
4.12.2.	Dash Mount/Bracket for Radar Unit	\$ 85.00 each *

* Please also refer to the enclosed bid configuration, product detail, technical specifications and warranty information.

Note: Sales Tax Not Included in Quoted Price.

Item 4.12.1	QTY	Unit Price	Total Price
ALCON HR STATIONARY/MOVING K-BAND HANDHELD RADAR			
Kustom Signals' Falcon HR Stationary/Moving Radar to Include:			
<ul style="list-style-type: none"> -K-Band Operating Frequency Hardwired Handle with Straight Cord Moving and Stationary Modes Moving Opposite Operation Same Direction Mode LED Display Internal Circuit Test RF Hold Direction Sensing/Selection Technology Fastest Vehicle Mode MART Patrol Search Target Speed Lock Digital Range Control Audio and Squelch Control Operator's Manual Mounting Forks (Two Sets per Radar Unit) Two-Year Warranty (Includes Parts) Shipping and Handling 			
Total for Falcon HR Stationary/Moving Radar	1	\$1,248.00	\$1,248.00

Item 4.12.2	QTY	Unit Price	Total Price
ALCON HR DASH MOUNT/BACKET AND REMOTE			
Mount/Bracket and Wireless Remote			
Total for Mount/Bracket and Wireless Remote	1	\$85.00	\$85.00

Falcon HR Advantages

- Clean and Simple Design*
- Large Display*
- Power Filter Board*
- Integrated Trigger*
- Waterproof Sealed Switch*
- Fully Integrated Microwave*
- One Board for Processing and Power Supply*
- 32-bit Hybrid Digital Signal Processing (DSP)*
- Transmit <150mA Current Draw*
- Superior Customer Support that Lasts Long After the Sale*
- Tested and Approved by the IACP*

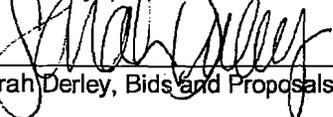
CONFIGURATION NOTES

Prices will remain valid for 60 days from the proposal closing date.
 Delivery will be made within 30 days after receipt of an order.
 Delivery: FOB Destination
 Payment Terms: Net 30 Days.

All original software and software code and related intellectual property developed or created by Kustom Signals, Inc. in the performance of its obligations under this contract, shall remain the sole property of Kustom Signals, Inc. Source code is not provided to agencies.

Please contact District Manager Jenny Martin at 913-302-9893 or Account Manager Phyllis White at 800-458-7866 extension 3022

with any questions.


 Sarah Derley, Bids and Proposals Manager

December 16, 2011
 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.

Tom Kulikowski, President and CEO

Name and Title of Authorized Representative



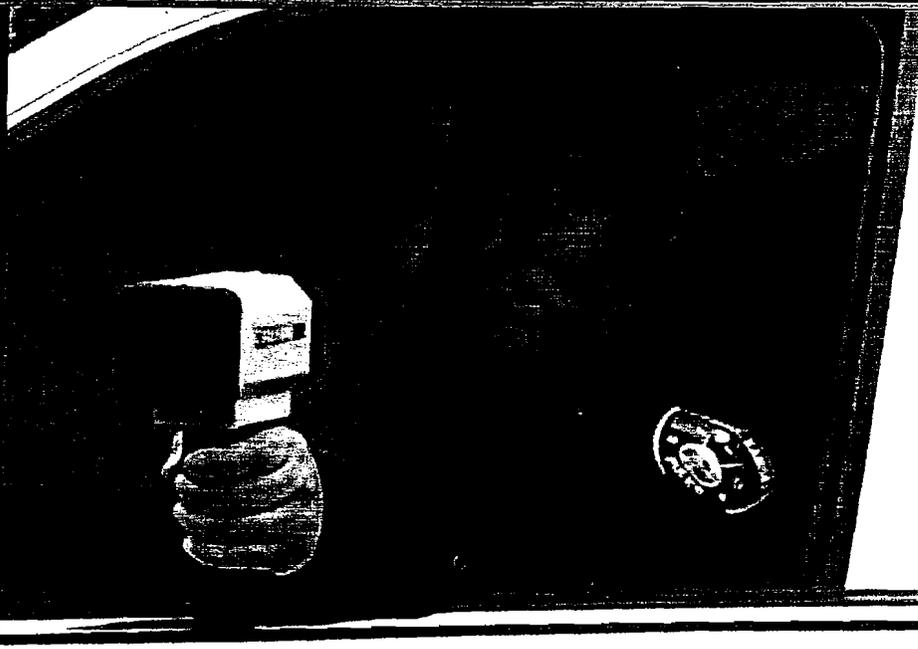
Signature

12/16/11

Date



DIRECTIONAL RADAR FALCON HR



High Performance. Low Costs.

The Falcon HR K band hand-held radar is designed with innovative high performance, low-power directional technology. Falcon HR displays the target's direction of travel and isolates traffic in one direction.

Hand-held or dash mount options allow for flexible operation. The corded Falcon HR has a low drain on vehicle power system and battery handle has extremely long life.

Falcon HR offers the functionality of a high-end radar system... at a fraction of the cost.

Key Features:

- Directional Doppler radar system
- Digital Signal Processing (DSP) for tracking multiple targets
- LCD Graphical Display
- LED backlight adjusts to ambient light
- Simple push button user interface

9652 Lorel Boulevard
Lenexa, KS 66219-2406
800-458-7866
www.kustomsignals.com

Falcon HR



Specifications:

Speed Accuracy: +/- 1 mph

Speed Range

Stationary: +/- 200 mph

Beam Width: 12°

Operating Temp: -22° F to +140° F

Power - Corded: 9.0 VDC

Power - Cordless: 7.2 VDC NiMH

IACP Conforming Product List

Features:

- Directional K band Doppler radar system
- Digital Signal Processing (DSP) for tracking multiple targets
- LCD Graphical Display
- LED backlight adjusts to ambient light
- Simple push button user interface
- Manual and auto self-test with every locked target

Construction:

- Rugged aluminum housing prevents misalignment
- Solid-state integrated circuits and Digital Signal Processor
- High impact handle houses power source

Options:

- Battery handle with charger
- Quick charger
- Pod module for dash mount with wired remote
- Data logging with printer
- Carrying case

	Stationary	Moving	Moving Same Direction
Stationary Operation	✓	✓	✓
Direction Sensing/Selection	✓	✓	✓
Fastest Vehicle Mode	✓	✓	✓
TruTrak with Pod Module		✓	✓
SMART Patrol Search		✓	✓
IR Remote Control		✓	✓
Moving Opposite Mode		Option	Option
Moving Same-Direction Mode			Option



DETAILED SPECIFICATIONS
BATTERY OPERATED MOVING/STATIONARY
RADAR SYSTEM

1.0 SYSTEM DESCRIPTION

- 1.0 The radar shall be a single-piece design consisting of the microwave antenna, processing and display circuitry. It shall be capable of providing speeds of the patrol and target vehicles approaching the patrol vehicle from the opposite direction as well as target vehicles traveling in the same direction as the patrol vehicle.
- 2.0 All components, circuits and parts shall have been thoroughly inspected and tested before and after assembly of the radar unit.
- 3.0 The radar system shall operate within its specifications at ambient temperatures from -22°F to 140°F (-30°C to 60°C).
- 4.0 The radar system shall meet all requirements of the latest release of NHTSA " SPEED-MEASURINGDEVICE PERFORMANCE SPECIFICATIONS: RADAR MODULE", and shall be listed on the IACP Conforming Products List (CPL).
- 5.0 The system shall operate from a power supply voltage of 10.8 to 16.5 VDC, negative ground, or internal battery located in the removable handle (stationary mode only). Maximum current drain on the vehicle's electrical system shall not exceed 0.8 amperes.
- 6.0 The radar system shall be designed to operate on the FCC approved frequency of 24.125 GHz (K-Band.)
- 7.0 The radar system shall incorporate an automatic self-test feature which verifies the operation of the system upon power-up, and at intervals of no longer than five (5) minutes as long as the system is powered up.
- 8.0 All switches used on the radar system shall be push button elastomeric with tactile feedback. Membrane switches incorporated into the front panel overlay or the remote control shall not be acceptable.
- 9.0 The speed processing circuitry of the radar system shall utilize digital signal processing (DSP) techniques that convert the antenna's Doppler signal returns into digital data, perform a frequency domain spectral analysis of all such signals, store in memory the spectral frequency components of interest, and present to the operator the appropriate target speed depending upon the desired mode of operation. The system shall also employ DSP algorithms to reduce the undesirable effects of fan and blower noise interference and patrol speed shadowing and combining.
- 10.0 All displays and indicators used on the radar system shall be a wide viewing angle LCD (Liquid Crystal Display), direct drive type, which can be backlit by operator selected command.
- 11.0 The radar system shall have an adjustable range control allowing the operator to select the distance at which targets will be detected. The range control shall have five discrete steps based on the signal-to-noise ratio of the reflected signal received by the antenna.
- 12.0 The radar system shall be capable of accurately determining target vehicle speeds while operating in either the stationary or moving mode. The radar system shall process and display speeds with an accuracy of +1 mph in the stationary mode and +1/-2 mph in the moving mode.

- 13.0 The antenna and all electronics shall be enclosed in a metal housing which has a removable handle and end caps. The dimensions of the housing shall be 3.56" high by 3" wide by 7.25" long, with a maximum weight of 1 pound 12 ounces. The handle, including battery, shall be 5.75" high by 2.17" wide by 3.61" deep, with a total weight of 13 ounces. The unit shall have an in-car mounting module for operating in the moving mode.
- 14.0 The radar system shall provide visual indication of radio frequency interference (RFI), low battery or supply voltage, and internal circuit error conditions. No vehicle speeds may be processed while any such conditions exist.
- 15.0 The radar system shall provide an audible output of the Doppler signal corresponding to the target vehicle speed. The audio volume level shall be adjustable in six (6) steps, with an audio off position (0) and 1-5 settings. The speaker for the audio presentation shall provide information to the operator of interferences, multiple vehicle targets and approximate speed of the intended target. Radar units that use synthesized audio are not acceptable.
- 16.0 A trigger switch shall be provided (stationary mode) which allows the operator to inhibit the RF transmission from the antenna, circumventing radar detectors. A visual indication shall be provided while in the "hold" mode. In the moving mode, a handheld wired or wireless remote control shall be provided to activate the "hold" feature.
- 17.0 The radar system shall incorporate a "fastest vehicle" feature, which allows the operator to selectively monitor the speed of the fastest vehicle within the antenna beam, rather than the strongest signal return present. A visual indication shall be provided while this "fastest vehicle" function is active. The "fastest vehicle" mode shall be selectable in function as a momentary function (push and hold) or capable of toggle on/toggle off operation. Units that allow the "fastest vehicle" function to be activated toggle on/off only are not acceptable.
- 18.0 The radar unit shall have, as an option, a connector at the base of the handle, which, when connected to a video system, allows speed and unit functions to be displayed and recorded. It shall also provide an input from the vehicle's speedometer through either the handle or a docking module. This speed input shall be used to direct the Digital Signal Processing (DSP) to search for the Doppler patrol speed signal in a specific speed range. The processing unit shall not display the speedometer input as patrol speed.
- 19.0 The unit shall also have DSP based software that will "learn" the operator's driving speeds by using the HOLD feature. Radar units that do not offer both methods of patrol speed search are not acceptable.
- 20.0 A switch shall be provided on the remote control, allowing the operator to selectively suppress or display the patrol speed-reading while the unit is in the locked condition (patrol speed blank).
- 21.0 The unit shall display, upon command, the software revision of both the control microprocessor and the Digital Signal Processor.
- 22.0 The radar system shall have, with the handle removed, an in-car docking module, which allows the unit to operate, mounted on the dash in moving or stationary modes. This docking module also allows connections to power, +12 VDC, speedometer input and optional RS-232 port. The input from the vehicle's speedometer shall be used to direct the DSP to search for the Doppler patrol speed signal in a specific speed range. The unit shall not display the speedometer input as patrol speed.
- 23.0 The radar system shall have the ability to operate, in the moving mode, with the handle "on". When placed in an in-car dash mounting bracket, the unit will be allowed to operate either as a moving or stationary radar. When the unit is in the moving mode of operation and the operator picks up the unit from the dash bracket, the unit must automatically switch from moving mode to stationary mode and be trigger operated only. When placed back on the dash bracket, the unit must

automatically switch back to the moving mode, if it were in the moving mode before being removed.

24.0 The radar unit shall have a setup function that allows the operator to select various operating functions. These functions shall include:

- 25.0 MPH (English) or km/h (metric) operation
- 26.0 Minimum audio 0/1
- 27.0 Automatic unlock after 15 minutes on/off
- 28.0 0 or 5 second continued tracking history after lock
- 29.0 Toggle on/off or push-and-hold fastest function
- 30.0 Various video output formats

2.0 OPERATING DESCRIPTION

The system shall be capable of measuring the actual Doppler input signals from the antenna and converting those signals into the speeds of the target vehicle and patrol vehicle.

The system shall be designed for easy programming of the speed readings in either English (mph) or metric (km/h) measurement systems. Conversion shall be menu selectable and can be performed by the operator. Units that require a technician to change from mph to km/h are not acceptable.

The system shall have three, 3-digit, seven-segment, numeric displays. These displays shall be on a direct drive, backlit Liquid Crystal Display (LCD). The backlighting shall have a light pipe weave, using a single LED for illumination. The target tracking display shall be 0.4" in height and the "fastest vehicle"/lock display and patrol display shall be 0.3" in height.

The system display shall have indicators that display the selection of "same direction" and "fastest vehicle" modes, indicate when the unit is in the "hold" mode, presence of RF interference (RFI), low voltage conditions, and internal detected errors.

While in the moving mode, opposite direction, the unit shall process and display closing speeds of 210 mph. The unit shall continuously track and display both the patrol and target vehicle speeds after lock has been activated. The locked target speed will be displayed in the lock window. After the patrol speed has dropped 10 mph below the locked patrol speed, the patrol speed display will flash the patrol speed from the time the target speed was locked.

The system shall accept the function of the trigger, which allows the operator to activate the transmitter by pulling the trigger, and turn the transmitter off by releasing the trigger. Releasing the trigger will also lock a valid displayed target speed. In the moving mode, a handheld remote control shall operate the "hold" and lock features.

Speed Range:

Stationary Mode: 10 to 210 mph.

Opposite Direction Moving Mode: Patrol speed 10 to 120 mph, to 40 to 120 mph. These patrol speed ranges must be remote control programmable and be performed by the operator.

Target speed maximum closing rate of 210 mph.

Same Direction Moving Mode: With patrol speeds from 10 to 120 mph, the system shall display speeds of target vehicle traveling in the same direction at a higher or lower speed (to the front) than the patrol vehicle. Speed differential between the patrol and target vehicles (for a target speed acquisition) shall be in the range of 3 mph to a maximum differential speed of 0.65 x patrol speed.

The system shall initiate an automatic internal test upon power-up of the unit and at least every five (5) minutes that the system has power applied. Whenever a target speed is locked or the mode of operation is

changed, an automatic internal test shall be performed. If this test should fail, no speed displays will be allowed.

The unit shall contain the following controls:

- a. TEST - activates the display and internal accuracy tests.
- b. MODE - changes between stationary or moving modes.
- c. AUDIO - selects audio to be increased, decreased or unsquelched. Secondary function is the down arrow (decrement).
- d. RANGE - selects target detection range to be increased or decreased. Secondary function is the up arrow (increase).

POWER - used to turn power on or off to the unit

The system shall be equipped with a TEST button, which, when activated by the operator, performs the following in sequence:

Activation of all indicators on the display.

Display 'PAS' in the target display window (stationary mode), and 'PAS' in both the target and patrol display windows in the moving mode, to verify the internal processing circuitry is functioning correctly.

The system shall be equipped with two (2) independent quartz crystal time base circuits. One crystal shall be used to operate the DSP circuitry and the other crystal used to control the main operating microprocessor. These two crystals shall be crosschecked during the internal test and at least every five (5) minutes that the system has power applied. If an error in frequency is detected, "ERR" shall be indicated and all speed-readings blanked.

The system shall include an adjustable audio circuit that amplifies the Doppler signal so an audio tone of the speed of the target vehicle may be heard. The audio signal shall be present at all times while the target vehicle is within the radar beam, and should be squelched when no target is being displayed. The radar device shall permit the operator to inhibit the squelch action to keep the receiver open so the operator may determine the ambient interference conditions. The audio tones produced under normal operating conditions shall be within the normal audio range (200 to 3,000 Hertz).

The system must be equipped with a low voltage alert and low voltage warning circuit and indicator. If the power supply, either internal battery handle or external power falls below a preset minimum, the "BATT" indicator shall flash and a short audio alert tone shall be heard through the speaker, alerting the operator that the internal battery voltage has approximately 15 minutes of useful power, or the external power supply is low. This alert message shall repeat every two (2) minutes. If the voltage continues to drop to the minimum operating level, the "BATT" indicator shall remain on and a short alert tone heard, alerting the operator, and no further speed readings can be taken. Locked speeds shall remain.

The system must be equipped with a radio frequency interference (RFI) detector, which visually indicates "RFI", when an excessive extraneous radio frequency fields are present. No speeds shall be displayed or locked while this condition exists. A previously locked speed shall be maintained and displayed after the condition no longer exists.

The system must be equipped with a means to visually indicate the system is in the RF hold mode by displaying "HOLD".

The removable corded handle shall have power cord approximately 5 ½' in length, with a completely flexible polypropylene jacket impervious to deterioration by oil and exposure to sunlight. It shall be approximately 3/16" in diameter, terminated on one end by a rugged heavy-duty male plug compatible with a conventional

cigarette lighter receptacle of a vehicle. The male connector plug shall be made of a rugged break-resistant material. It shall have heavy, corrosion-resistant spring-action electrical contacts. The end of the cigarette plug shall be removable and contain a 2-amp fuse.

The unit shall have an optional docking module for mounting the unit in the moving mode of operation. The docking module shall mate with the unit and provide various secure mounts for different types of patrol vehicles. It shall also provide connections for a handheld remote control device, speedometer input, optional RS-232 and power connection.

The system must be able to accept an optional battery handle unit. This handle must have a connector on the bottom of the handle that will allow a 115 VAC/60 Hz charger or optional +12VDC charger to plug into the handle and recharge the battery. The battery shall be a Nickel-Metal Hydride type and contain a temperature-monitoring device in the battery pack, which will function with either charger to prevent overcharging.

The system shall have, as an option, an RS-232 I/O data port located on the bottom of the handle. This will allow the unit to communicate with other external devices such as an in-car video system.

The system shall have a "fastest vehicle" function, controlled by the operator using the trigger, handheld mode, or remote control, dash-mount mode. In the handheld mode, when the trigger is depressed, then released and depressed a second time within $\frac{1}{4}$ second the unit will be placed in the fastest mode. A "FAST" indicator shall light, indicating the "fastest vehicle" mode has been selected. The system will display the speed of the fastest vehicle, in the antenna's beam, in the fast/lock display window, while tracking the strongest return signal vehicle speed in the target display window.

When the operator releases the trigger, the system shall lock the fastest vehicle in the lock display window, and continue to track the "fastest vehicle" in the tracking window, for a period of five (5) seconds. The microwave transmitter shall automatically turn off at the end of the five seconds, or whenever the signal is lost, whichever time is shorter.

In the dash-mount mode, the "fastest vehicle" feature shall be controlled by the operator from the remote control. This function must have two operating options, selectable from the display front panel. The operator can select either a "push and hold" or "toggle on, toggle off" option. The "FAST" indicator shall light indicating the fastest vehicle mode has been selected. The unit will display the speed of the strongest vehicle, in the antenna's beam, in the target display window, and the fastest vehicle in the "fast" display window.

If the "push and hold" feature is used, when the operator releases the "fastest" switch, the unit shall remain in the "fastest vehicle" mode for approximately 1.5 seconds, then return to the strongest only signal mode and turn the "FAST" indicator off.

The unit shall be capable of locking the fastest speed. If the handheld remote control's Lock/Release switch is depressed when a fastest vehicle is displayed, the locked speed will be displayed in the Fast/Lock window and the "FAST" indicator will flash, indicating the vehicle, at the time of lock was the fastest, not the strongest return signal. The unit must remain in the "fastest vehicle" mode and continue to display vehicle speeds until the locked speed is cleared.

In the handheld stationary mode, the system shall allow the operator to track or (lock and track) target vehicles, by depressing the trigger and upon release of the trigger, the target speed shall be locked in the lock display window. The system shall continue to track the target vehicle, displaying the speed in the target display window for a period of five (5) seconds, or until the signal is lost, whichever is shorter.

When dash-mounted, the unit shall allow complete tracking or lock and tracking of the target and/or target and patrol speeds. The speed(s) are locked by depressing the Lock/Release switch on the handheld remote control. The locked target speed will be displayed in the "LOCK" window. The patrol and target tracking windows will continue to display active speeds until the target signal is lost or the patrol speed drops 10 mph below the "locked" speed. The patrol speed will then flash the locked patrol speed at the time of lock.

The unit shall automatically clear all speed displays with any mode of operation change.

The antenna of the system shall transmit a circularly polarized, microwave beam from a horn antenna. The antenna RF beam width shall not exceed 12°, measured between the half power points, and operate in the Ka-Band frequency range of 33.4 to 36.0 GHz, allowing for a maximum manufacturing tolerance of 1°.

The antenna horn shall be completely free from seams, welds or solder joints. It shall be precisely constructed so that the transmitted microwave beam is a highly symmetrical conical shaped signal for target discrimination. The horn shall be rigidly supported at both ends to inhibit movement in normal use.

The antenna shall utilize a Gunn effect diode as the microwave source. It shall use a low-noise Schottky barrier diode as the receiver. The filaments of the diodes used in the microwave source and receiver shall be welded and bonded.

Under no circumstance shall the radar unit produce an RF microwave power density level in excess of 5 mW/cm², measured 5 cm from the aperture of the antenna.

The radar unit shall be protected from normal use weather elements such as dust, rain and snow. It shall be capable of being used in these environments without the use of covers or external protection.

The unit shall be capable of detecting speedometer input pulses from the vehicle's speed sensor (VSS). These pulses shall be used to direct the signal processing to search for the Doppler patrol speed signal at the appropriate portion of the frequency spectrum. The unit shall use the speedometer signal for comparison to the actual Doppler patrol speed.

The unit shall detect the presence of the speedometer input pulses and display the Doppler patrol speed in the patrol speed window. When no speedometer input pulses are received, the patrol speed window shall be blank.

The unit shall be capable of synchronizing the patrol vehicle's speedometer input pulses with the Doppler patrol speed return signal. The unit shall be capable of operating in the absence of speedometer input pulses. Depressing the TEST switch shall allow the system to operate without speedometer input pulses such as for tuning fork tests, or if the speedometer input should become defective. The system shall recall the synchronization number automatically upon detecting speedometer pulses again.

The unit shall use commands from the handheld remote control 'Pat Sel' switch to synchronize the speedometer input pulses and the Doppler patrol speed return signal.

3.0 REMOTE CONTROL UNIT

3.1 The unit shall be equipped with a lightweight, glow-in-the-dark, wireless handheld remote control unit that allows the operator to instantaneously control the following functions:

- a. Lock/Release. This switch is used for locking and releasing target and patrol speeds.
- b. Hold. This switch turns the antenna's microwave transmitter on and off in order to avoid detection by radar detecting devices.
- c. Fast/Slow. In the stationary or moving/opposite direction mode, this switch turns on/off the speed of the fastest vehicle feature. Used in the moving/same direction mode to tell the unit the target vehicle is slower than the patrol vehicle's speed.
- d. Same/Opposite. This switch selects, in the moving mode, opposite direction traffic or same direction traffic.

- 3.2 Patrol Set switch is used to blank the locked patrol speed display. Depressing this switch a second time will return the locked patrol speed. Also used for synchronizing with the speedometer input.
- 3.3 The remote control shall be designed to fit in the palm of the hand. It shall be made of extruded aluminum with rounded corners. It shall have no sharp corners or edges. It shall be 4.0" in length, 2.0" wide and 1.0" deep.
- 3.4 For use with the mounting pod, a wired remote control shall connect to the docking module with a jacketed 3-conductor cable that is impervious to deterioration from oil and sunlight. The cable shall be 6 feet in length. The cable shall be fitted to the remote control unit with a molded strain-relief. At the opposite end, the cable shall be terminated with a miniature 3-conductor 3.5 mm plug.

4.0 TUNING FORKS

Each device shall be supplied with two tuning forks. When the lower frequency fork is rung and placed in front of the transmitting antenna, it shall produce a speed on the radar unit of 35 mph. The higher frequency tuning fork shall produce a speed of 65 mph. Tuning forks shall have factory certification as to accuracy, traceable to the National Institute of Standards and Technology, and shall have individual serial numbers stamped on each tuning fork.

Each tuning fork shall have a soft protective pouch type cover.

Tuning forks shall be accurate within +1 mph of the calibration frequency.

5.0 MOUNTING BRACKETS

- 5.1 The manufacturer shall have unit-mounting brackets available for the dash of various popular style patrol vehicles. The exact type required will be specified on purchase order or bid sheet.

The dash mount shall be fabricated from 1/16" (approximate) thickness aluminum or steel. The dash mount shall be designed so as to electrically shield the front of the antenna unit from the top of the dashboard, to minimize interference from noise sources including the heater/A-C fan motor. Aluminum parts shall be anodized or painted flat black. Steel parts shall be electroplated with chrome, nickel or cadmium, etc. The front of the dash mount shall be equipped with at least two suction mounting discs composed of synthetic material, which shall not harden or degrade under sunlight or heat conditions.

The dash mount shall allow the docking module easy adjustment in the horizontal and vertical planes, without need of tools.

The "handle-on" mounting bracket shall allow easy access by the operator to remove the radar unit from the mount, changing to the stationary, trigger operation, mode automatically. When the unit is placed back on the mount, it shall automatically switch to the moving mode, if it was operating in the moving mode when removed.

All mounting brackets shall be free of sharp edges and protruding parts. Mounting brackets shall have smooth, rounded edges, wherever possible, to improve operator safety.

Mounting brackets shall be designed so that they may be easily removed from the patrol vehicle.

6.0 AUXILIARY POWER CABLE

- 6.1 An optional auxiliary shielded power cable with female receptacle must be available from the manufacturer. It shall use ring terminals to connect directly to the vehicle's battery posts and be shielded to limit interference from the vehicle's electrical, radio and ignition systems. The female receptacle shall have an under-dash mounting bracket and shall be compatible with the radar unit's power cable plug. The cable shall have a 2 amp SLO-BLO fuse for protection.

7.0 OPERATING INSTRUCTIONS MANUAL

A full and complete set of operating instructions, with case law history in the use of traffic radar and trouble shooting guide, shall be furnished by the contractor with each unit.

The contractor shall make available complete radar operator training. This shall consist of basic Doppler theory, stationary operation, fastest mode operation, potential interferences, and practical in-field applications.

8.0 MANUFACTURER'S QUALITY CONTROL AND TESTING

All electronic components shall be high reliability commercial grade parts.

All assembled printed circuit boards and sub-assemblies shall be thoroughly inspected and completely tested mechanically and electrically before installation into the radar unit.

All components dissipating power in excess of one watt and mounted directly against a circuit board shall have adequate heat sinks for circuit board protection. All electronic and electrical components shall only be utilized within their manufacturer's operating specifications pertaining to voltage, current and heat dissipation characteristics.

Each complete radar unit shall be individually bench tested for all functions and test parameters, then submitted to +57° C (135° F) ambient burn in under power for 24 hours minimum, then retested on the bench. In addition, each radar unit shall be field tested in all modes of operation.

Transmitter and tuning fork frequencies shall be certified with test equipment traceable to the National Institute of Standards and Technology as a final test before units are shipped. A factory certificate of accuracy shall be furnished for each tuning fork frequency and for the radar unit's transmitter operating frequency.

9.0 WARRANTY

9.1 The manufacturer shall fully guarantee the traffic radar systems to be free of defects in materials and workmanship for a period of two (2) years from the date of delivery to the agency. All shipping charges (both ways) shall be at the expense of the manufacturer for the first 90 days after delivery of the radar units. Thereafter, shipping charges from the agency to manufacturer shall be at the expense of the agency. Return shipping charges from the manufacturer to the agency shall be at the sole expense of the manufacturer, during the warranty period.

Kustom Signals' Radar System Limited Warranty

1. Warranty Coverage.

The Kustom Signals Radar System ("Equipment") is guaranteed to be free of defects in materials and workmanship for a period of two (2) years from date of shipment to the Owner or Lessee. This Warranty applies only to the original registered Owner or Lessee on file at Kustom Signals, Inc., and cannot be assigned or transferred to a third party

2. Limitations.

Items covered under this Limited Warranty for the Equipment are Phone Support, Technical Support (Help Desk), labor and any parts (hardware and software) needed to replace/repair Equipment and/or alleviate issues with Equipment. Items that are excluded from this Limited Warranty are mounting hardware, lenses and consumable items such as non-rechargeable and rechargeable batteries. This Limited Warranty is not intended to supplant normal care and service by the Owner or Lessee, as specified in the Operator's Manual, and shall not apply to Equipment which has been defaced or damaged through normal usage. The Owner or Lessee shall use the Equipment in accordance with the manufacturer's operational instructions and failure to do so shall void this Limited Warranty.

3. Exclusive Remedy.

The Owner's or Lessee's exclusive remedy under this Limited Warranty is limited to repair to the manufacturer's operational specifications or replacement of Equipment, at the sole discretion of Kustom Signals, Inc. or its agent, of the Equipment as (i) is covered by this Limited Warranty; (ii) is delivered to Kustom Signals, Inc. or its agent at the Owner's or Lessee's expense within the term of this Limited Warranty; and (iii) upon examination thereof discloses to the exclusive satisfaction of Kustom Signals, Inc. or its agent to have been defective in material or workmanship. Warranty service and repairs must be performed by an Authorized Kustom Signals Warranty Service Center or the Factory Customer Service Center or this Limited Warranty is void

Failure of the Owner or Lessee to observe any conditions set forth in this warranty; or Equipment damage arising from flood, fire, vehicle collision, act of God or similar event or catastrophe; or tampering, abuse, or misuse of the Equipment by Owner, Lessee or third party will render the Owner or Lessee responsible for the cost of bringing the system within the manufacturer's operational specifications.

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

SOME STATES DO NOT ALLOW DISCLAIMING AN IMPLIED WARRANTY OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS AND YOU MAY HAVE ADDITIONAL RIGHTS UNDER THIS WARRANTY THAT VARY FROM STATE TO STATE.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE OF ALLEGED BREACH.

COPY

**Bid Number 59-23DEC11 for Radar
Unit(s) for the Boone County Sheriff**



**Submitted By: Kustom Signals, Inc.
Due: December 23, 2011 at 1:30 p.m.**





9652 Loiret Boulevard
Lenexa, KS 66219-2406
www.kustomsignals.com

TEL: 800-458-7866
913-492-1400
FAX: 913-492-1703

Boone County
Attn: Purchasing Department
613 East Ash Street
Columbia, MO 65201

SUBJECT: Bid Number 59-23DEC11 for Radar Unit(s) for the Boone County Sheriff
DUE DATE: December 23, 2011 at 1:30 p.m.

Dear Ms. Bobbitt:

Kustom Signals, Inc., a division of Public Safety Equipment Inc., has been serving the needs of law enforcement agencies for more than 45 years. We appreciate the opportunity and look forward to working with Boone County. As requested, Kustom Signals is offering a state-of-the-art radar unit that fully complies with the specification. Our Falcon HR will add significant value to your law enforcement program and enhance traffic safety, officer safety, and public safety.

We strive to be the worldwide leader in speed enforcement, the most trusted provider of video evidence solutions and the recognized leader in customer satisfaction. Our history of innovation, commitment to quality, customer loyalty, and focus on service has forged Kustom Signals' identity, and as a direct result we are serving our third generation of officers. We exist to serve our customers and are positioned to meet the requirements identified in the enclosed proposal. Supporting a spirit of cooperation to guarantee your needs are met earns not only your business, but more importantly, your trust.

The Falcon HR is offered with a two-year depot warranty with no pro-rata deductions or charges for parts. The enclosed offer is valid for a period of 60 days from the proposal closing date. Shipping terms are FOB Destination. Payment terms are net 30 days.

Our highly qualified team, consisting of District Manager Jenny Martin and Account Manager Phyllis White, is available to answer questions. Please feel free to contact Jenny at 913-302-9893 and/or Phyllis at 1-800-458-7866 extension 3022.

Kustom Signals is well known as an established leader in the law enforcement community and we look forward to sharing our industry experience and robust product offerings with Boone County.

Sincerely,

Tom Kulikowski
President and CEO

cc: Jenny Martin, District Manager
Phyllis White, Account Manager
File

Table of Contents

Company Overview

History and Success of Kustom Signals, Inc.

Financial Stability

Customer Service Support

Trust Kustom Signals

RFP and RFP Response (Including Kustom Signals' Bid Configuration)

Product Brochure

Technical Specifications

Warranty Statement

Company Overview

History and Success of Kustom Signals, Inc.

Kustom Signals, Inc. has been dedicated to serving the public safety equipment needs of law enforcement since 1965. We strive to be the **worldwide leader in speed enforcement, the most trusted provider of video evidence solutions and the recognized leader in customer satisfaction.** Our vast array of durable and reliable products positions us to be Boone County's complete traffic safety equipment source.

Kustom Signals' innovative accomplishments have been marked by the following industry firsts:

- 1970-First Digital Readout Radar (TR6)
- 1972-First Moving Radar (MR7)
- 1975-First Handheld K-band Radar (HR-8)
- 1975-First Two-window Microprocessor Based Radar (KR-11)
- 1976-First Statistical Package (STATPACK for KR-11)
- 1978-First Moving K-band Handheld Radar (HR-12)
- 1979-First Instant-On Function (KR-10)
- 1985-First All-Direction Mode Radar with Stopwatch Mode (H.A.W.K.)
- 1988-First Speed Monitoring Awareness Radar Trailer (SMART)
- 1988-First Patrol Car Video System with Temperature-Controlled Vault (Eyewitness)
- 1990-First LIDAR with Heads-Up-Display (ProLaser)
- 1990-First LIDAR with Continuous Tracking History (ProLaser)
- 1990-First LIDAR with Settable Range (ProLaser)
- 1992-First In-Car Video System with Auto Zoom (Eyewitness)
- 1992-First In-Car Video System with Wireless Microphone Record Activation (Eyewitness)
- 1994-First Three-Window Time/Distance/Speed Computer (Tracker)
- 1994-First Digital Signal Processing based Radar with Fastest Vehicle Mode (EAGLE)
- 1994-First Digital Signal Processing based Radar with Multi-band Antennas (EAGLE)
- 1994-First Digital Signal Processing based Radar with Wireless Remote Control (EAGLE)
- 1996-First Speed Monitoring Trailer with Free-Flow Statistics Method (SMART)
- 1996-First Speed Monitoring Trailer with Violator Alert (SMART)
- 1998-First Digital Signal Processing based Radar with TruTrak Speedometer Input (EAGLE)
- 1998-First Covert, Pole-Mounted Traffic Statistics Gathering Device (StealthStat)



- 1999-First LIDAR with Selectable Environmental Mode (ProLaser III)
- 2002-First Digital In-Car Video that Offered Multiple Recording Media Options (Digital Eyewitness)
- 2004-First Digital In-Car Video that Offered Multiple Compression Options and Multiple File Transfer Options (Eyewitness NXT)
- 2004-First In-Car Video that Offered Dual Control for MDC and Dedicated Controller (Eyewitness NXT)
- 2006-First Binocular Style Speed Enforcement Laser (Pro-Lite+)
- 2007-First Moving/Handheld K-band Planar Array Antenna (Falcon HR)
- 2008-First Two-Piece Radar with a Graphical Display (Raptor)
- 2008-First radar with Target Tracking Bar - DuraTrak™ (Raptor)
- 2010-First Four Camera Simultaneous Recording Video, Offering 30 fps and 720x480 resolution on all Four Channels (G3 Vision)
- 2010-First digital in-car video system utilizing Windows Internet Explorer as MDC user interface – no client application installed on MDC (G3 Vision)

Company Background

Kustom Signals is a wholly owned subsidiary of Public Safety Equipment, Inc. (PSE), a developer, manufacturer and marketer of safety equipment used in or on emergency response vehicles and for selected commercial applications. PSE markets its principal products under the industry-recognized Kustom Signals® and Code 3® brand names, and holds a leading position in most of its markets. The end users of PSE products include law enforcement agencies, fire and rescue departments, and ambulance and wrecker services. PSE products are also used by a broad range of commercial firms, including construction, utility, and industrial customers.



Primary Business Locations

Corporate Office

9652 Loiret Boulevard
Lenexa, KS 66219
Phone: 800-458-7866
Fax: 913-492-1703
www.kustomsignals.com

Factory Service Center

1010 West Chestnut
Chanute, KS 66720
Phone: 800-835-0156
Fax: 620-431-2734



Listening to Customers

Kustom Signals understands customers are #1. We work hard to create systems that are built specifically for use in the law enforcement industry, to ensure each day officers can perform their jobs to the best of their abilities while using reliable systems. A “we listen” philosophy has been implemented to aid in the success of our customers and their programs. This philosophy

9652 Loiret Boulevard
Lenexa, KS 66219
(800) 458-7866



makes sure we understand the needs of the end user and develop products to meet those needs. By incorporating this way of thinking into our day-to-day operation, Kustom Signals has become an industry leader, serving more than 17,000 customers. When it comes to our commitment to customer satisfaction, your needs are our driving force.

Financial Stability

Founded more than 45 years ago in rural southeastern Kansas, Kustom Signals has grown into a global enterprise. Our history, integrity, collaboration and dedication have enabled Kustom Signals to prosper and the associates, leaders and owners are committed to the company's continued business expansion.

New products are a catalyst for growth and with new product introductions and product enhancements across all product groups in 2009, 2010 and 2011; Kustom Signals is poised to accelerate its expansion. Earnings from the business continue to be reinvested in product development, operational improvements, productivity tools and key staff additions. We anticipate solid earnings and growth for the foreseeable future.

We have the productive capacity as well as the financial strength and management expertise to successfully deliver what you need. Additionally, we are aligned with strong and successful suppliers who are not only key to our success in product development and manufacturing, but have sufficient capacity to grow with us. Kustom Signals is here to stay.

Customer Service Support

One number...a bundle of services. Kustom Signals' Factory Service Center, which is located in Chanute, Kansas, repairs every product manufactured by Kustom Signals. Additionally, we make it our goal to provide superior support to each and every one of our customers.

After initial implementation is complete, product support (in warranty as well as out of warranty) is structured so Boone County will receive the necessary assistance from our Factory Service Manager and Kustom Signals' Factory Service Center. In addition to our Factory Service Center support, District Manager Jenny Martin and Account Manager Phyllis White are also available to provide assistance as needed.

Kustom Signals' commitment to your Agency continues long after the sale. Through our extensive service offerings, we link you directly with dedicated and experienced technicians who perform comprehensive diagnostics and resolution for your vehicle and traffic safety equipment needs. Technical support specialists are accessible at our factory through our toll-free



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telephone number, (800) 835-0156, between 8:00 a.m. and 4:30 p.m. Central Time, Monday through Friday. For those customers who are not able to call during these hours, our technical staff can be contacted via e-mail anytime. The type of support needed may vary, as will the person that should be e-mailed. To find the correct contact person, visit our website at www.kustomsignals.com, select the Customer Service tab, and choose the tab for Technical Support. This provides a list of contact information for various parts of our service business. Each support specialist has a minimum of two years of experience as a production technician or service technician, providing a high level of product expertise.

Stay Informed

As an option, Kustom Signals extends the "Preferred Kustomer" program to individuals who are employed as a law enforcement official or as a public safety employee. The service is free, and once enrolled and approved for the program, customers receive automatic e-mails about product updates, contract news, special pricing and other product/service related issues that are of interest. Preferred Kustomers can find information regarding Kustom Signals' systems 24 hours a day, seven days a week, by accessing our website at www.kustomsignals.com.

Commitment to Providing Quality Products

Boone County can be assured that Kustom Signals' executive-level management will be made aware of potential problems and involved in the resolution. Our commitment to providing top-of-the-line products enhances serviceability. In the event a problem is encountered, the strategy for the resolution begins at the top of our organization. Each week a teleconference is held to review weekly reports received from District Managers and Account Managers.

The purpose of this meeting is to prepare operations for upcoming orders and to discuss potential as well as existing customer concerns. To be proactive in handling potential issues as well as addressing any outstanding issues, action plans are formulated before the meeting is adjourned. Through these meetings and timely follow-up, our top executives are kept informed of concerns directly affecting agencies and can implement the necessary corrective and preventive measures.

By preventing and/or correcting issues related to quality, service, cost and delivery schedules, in a timely manner, Kustom Signals' customers can expect to purchase higher quality products at lower prices. Customer service is a key element of our success. The organization, infrastructure, and supporting processes are focused on ensuring exceptional customer satisfaction for every customer. Kustom Signals spares no effort to ensure a customer's satisfaction is fully met regarding product and service quality, because you are our #1 priority.



Trust Kustom Signals

- **History and Tradition:** Kustom Signals has been serving the public safety equipment needs of law enforcement agencies since 1965. We are proud that three generations of officers have had access to our products. With the most experience in the industry, our solutions meet the needs of more than 17,000 customers across the United States and in 60 foreign countries. Each day Kustom Signals strives for excellence in everything we do.
- **Consistency:** The heritage and reputation of Kustom Signals have been built on a solid Midwestern work ethic. Law enforcement is our only business. We design, assemble, sell and support our products with Kustom Signals employees, not contractors. In this way, we maintain the quality that our customers have come to expect.
- **Versatility:** Designing and marketing traffic speed radar, lidar, in-car video systems and mobile roadside speed monitoring trailers/displays positions Kustom Signals to be a one-stop-shop for agencies. Our products have been specifically designed for the law enforcement industry, taking into consideration the harsh environment they will encounter. You can feel confident in our products – our team would not sell a product that each of us would not use ourselves.
- **Financial Stability and Support:** Kustom Signals is financially sound and continues to be a strong and growing company. Our long-standing history proves our stability, followed by the fact that officers trust our systems.
- **Customer Focus:** As a full-service solutions provider, Kustom Signals provides product breadth, advanced technology and personalized service support. Our success in the law enforcement industry is because we focus on quality awareness and customer satisfaction.
- **Robust Solutions:** Kustom Signals takes pride in knowing that our solutions are customizable and will help enhance officer safety, ensure accountability and reduce liability.



Kustom Signals is proud to be your trusted partner in law enforcement.



Request for Bid (Bid)

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

Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **59-23DEC11**
Commodity Title: **Radar Unit(s) for the Boone County Sheriff**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, DECEMBER 23, 2011**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department**
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form**
 - Debarment Form**
 - Certification of Individual Bidder**
 - Standard Terms and Conditions**
 - No-Bid Response Form**

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. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 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. 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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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 contract for the furnishing and delivery of Radar Units to the Boone County Sheriff’s Department as detailed in the following specifications.
- 2.2. **QUANTITY** – The Boone County Sheriff’s Department is seeking bids for One (1) to Four (4) RADAR units to utilize for law enforcement speed detection. Depending on the price, our agency seeks to purchase one (1) to four (4) RADAR units. The purchase will occur shortly after January 1, 2012.
- 2.3. **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.
- 2.4. **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, etc.
- 2.5. **RADAR UNIT REQUIREMENTS** -
- 2.5.1. RADAR unit must utilize Doppler RADAR technology and transmit in the K Band or Ka Band frequency.
- 2.5.2. RADAR unit must have an easy to read LCD display capable of being read at night/in the dark.
- 2.5.3. RADAR unit must come with a "cigarette plug" power cord.
- 2.5.4. RADAR Unit must operate in both stationary mode and moving mode.
- 2.5.5. RADAR Unit must have a minimum accuracy for the following modes:
Stationary: +/- 1 mph
Moving: +2/-3 mph for moving mode
- 2.5.6. RADAR Unit must utilize digital signal processing and be capable of tracking multiple vehicles.
- 2.5.7. RADAR Unit must have FASTEST mode (be able to display not only the strongest signal, but also the fastest target speed).
- 2.5.8. RADAR Unit must be capable of be used in Moving Opposite Direction mode and Moving Same Direction mode.
- 2.5.9. RADAR unit must include handle enabling unit to be used as a hand held stationary RADAR unit.
- 2.5.10. Must include a dash mounting device, which can be utilized in both Stationary and Moving Radar.
- 2.5.11. RADAR unit must include a wireless Remote Control to use while RADAR Unit in Dash Mount.
- 2.5.12. RADAR Unit must be a directional RADAR unit (Directional Sensing Technology).
- 2.5.13. RADAR Unit must be capable of determining whether a target vehicle is traveling faster or slower than patrol speed while in Moving Same Direction mode (without operator input being required).
- 2.5.14. RADAR unit must allow for locking of target speed and allow tracking of the target speed beyond the locked speed.
- 2.5.15. RADAR Unit must utilize a beam width of 12 degrees or less (horizontal)
- 2.5.16. RADAR Unit must have adjustable audio
- 2.5.17. RADAR unit must come with TWO SETS (4 tuning forks) of tuning forks (per unit).
- 2.5.18. RADAR unit must be capable of detecting speeds in the following ranges:
Stationary Mode: 15 mph - 195 mph target speed
Moving Mode: Opposite Lane - (20 mph - 195 mph for target speed) (12 - 80 mph for acquisition for patrol speed)
- 2.6. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.6.1. The County understands there are additional options available on many RADAR units, such as rechargeable batteries, battery chargers, and carrying cases. We are seeking units to install in fleet patrol vehicles, therefore are not seeking those additional options which may cause a bid to be

inflated. In addition, we are already utilizing RADAR units from some companies likely to respond to this bid request. Depending on whether we currently own specific dash mounts, we may or may not need to purchase dash mounts for certain products. Please respond with bids for both "With Dash Mount/Bracket" and "Without Dash Mount/Bracket" (or whatever terminology your company uses to describe such a device).

- 2.6.2. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.6.3. **Warranty:** Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.6.4. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.7. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.7.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.7.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.8. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate monthly statement.
- 2.9. **DESIGNEE** – Boone County Sheriff's Department
- 2.10. **Bid Clarification** – Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390 or email: mbobbitt@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **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. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page 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** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



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

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 - FAX (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or e-mail will be accepted. U.S. mail only.
12. 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.
13. 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.

14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

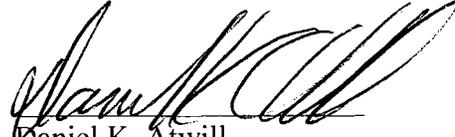
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 48-22DEC11 – Johnson Building Remodel Project to Grove Construction LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 24th day of January, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: December 30, 2011
RE: 48-22DEC11 – Johnson Building Remodel Project

The Bid for the Johnson Building Remodel Project closed on December 22, 2011. Eight bids were received. Recommendation for award is Grove Construction LLC of Columbia, Missouri for offering the lowest bid for Boone County.

Award will be for the Base Bid for \$48,726.20 and Option 1 for \$11,827.00 for a total contract price of \$60,553.20. Contract will be paid from department 4063 – Johnson Building Improvement , Account 71201 – Construction Cost (Materials).

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities
Jason Gibson, Auditor
Bid File

48-22DEC11 - The Johnson Building Remodel Project

BID TABULATION								
DESCRIPTION	Franklin County Construction	Maverick Construction, LLC	Grove Construction, LLC	United HRB General Contractor, Inc.	Five Oaks Associates, LLC	Rhad A. Baker Construction LLC	Balleger Enterprises	GBH Builders
Johnson Building Project Base Bid	\$56,934.00	\$59,500.00	\$48,726.20	\$66,700.00	\$71,240.00	\$39,400.00	\$82,365.00	\$72,000.00
Option 1: Specificaiton 1 (paragraph 2.2.6)	\$15,880.00	\$14,000.00	\$11,827.00	\$33,400.00	\$28,500.00	\$23,000.00	\$8,616.27	\$23,000.00
Option 2: Specificaiton 2 (paragraph 2.2.6)	\$20,300.00	\$21,000.00	\$15,960.00	\$15,500.00	\$11,000.00	\$26,220.00	\$11,084.40	\$17,000.00
Option 3: (per addendum Section I.F.)	\$5,500.00	\$8,000.00	No Bid	\$6,800.00	\$7,000.00	\$6,290.00	\$6,284.00	\$10,000.00
Addendum #1 Returned - mandatory to be responsive	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Days to Complete Project After Receipt of Notice to Proceed	60	60	30	60	60	60	60	No Response
Addendum #2 Returned	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Addendum #3 Returned	No	Yes	No	Yes	Yes	Yes	Yes	Yes
Bid Bond or Cashiers Check included	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
		Note: wrote in an Option 4: 1/4" dry wall application over existing. \$24000.00 to accompany Option #3				Note: Base Bid does not include any painting. Add \$14,250.		Note: Recommend 1/4" layer of sheet rock be priced for consideration

No Bids

Septagon Construction

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 48-22DEC11 – The Johnson Building Remodel Project
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid, plans, and specifications as follows:

Johnson Building Project Base Bid	\$48,726.20
Option 1: Specification 1 (paragraph 2.2.6)	\$11,827.00
TOTAL	\$60,553.20

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

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Example Performance Bond
- Example Labor and Material Bond
- Exhibit A
- Work Authorization Certification
- Certification of Individual Bidder
- Individual Bidder Affidavit
- Debarment Form
- Affidavit-OSHA Requirements
- Prevailing Wage Order #18 With Excessive Unemployment in Effect
- Standard Terms and Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with all applicable Missouri laws and regulations.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he

will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount: **\$60,553.20.**

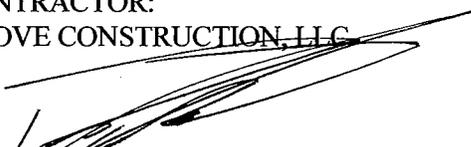
Sixty Thousand Five Hundred Fifty Three Dollars and Twenty Cents (\$60,553.20)

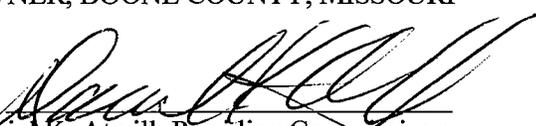
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
1/11/12 at Columbia, Missouri.
(Date)

CONTRACTOR:
GROVE CONSTRUCTION, LLC

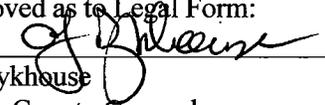
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

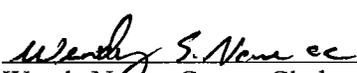
By: 
Daniel K. Atwill, Presiding Commissioner

By: Tony Grove
Authorized Representative Printed Name
Title: President

Approved as to Legal Form:


CJ Dykhouse
Boone County Counselor

ATTEST:


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

Jane Pitchford by jg 01/17/2012 4063 / 71201 - \$60,553.20
Signature Date Appropriation Account

4. Revised Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: Grove Construction, LLC
 4.2. Address: 10 South 8th Street
 4.3. City/Zip: Columbia MO 65201
 4.4. Phone Number: 573. 777. 9599
 4.5. Fax Number: 573. 234. 9599
 E: Mail Address: groveconstruction@hotmail.com
 4.6. Federal Tax ID: 27-1155402

- 4.6.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 Other (Specify) LLC

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.10. Bidder must provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

4.11. 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.

Authorized Representative (Sign By Hand):

[Signature]

Type or Print Signed Name:

Tony Grove

Today's Date:

12/22/11

If the total of this bid is over \$25,000, than accompanying this bid response is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this 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.

BID FORM

Description	Total
Johnson Building Project Base Bid	\$ <u>48,726.20</u>
Option 1: Specification 1 (paragraph 2.2.6)	\$ <u>11,827.00</u>
Option 2: Specification 2 (paragraph 2.2.6)	\$ <u>5,910.00</u>
Option 3: (as per addendum section 1. F.)	\$

4.12. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:

J.C. Drywall, S/B Painting, Schneider Electric Co.,
Star Heating & Air, Mid City Lumber, Marathon Flooring

4.13. Days project will be completed after Receipt of Notice to Proceed: 30 working days

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: City of Columbia
Address: 701 E Broadway, Columbia mo

Contact Name: Josh Heath
Telephone Number: 573.874.7474

Date of Contract: April 26, 2011
Length of Contract: 60 days

Description of Prior Services (include dates):

Completed a storm water system for Alley A. Updated sewers and finished in colored concrete.

2. **Prior Services Performed for:**

Company Name: City of Mexico
Address: 300 N Coal, Mexico mo

Contact Name: Rita Jackson
Telephone Number: 573.581.2100

Date of Contract: December 2010
Length of Contract: 90 days

Description of Prior Services (include dates):

Patch and repair roof, fabricate and install support systems, waterproofing, masonry restoration, canopy installation, maintenance on work shop

3. **Prior Services Performed for:**

Company Name: Heytsville School District
Address: 27247 Highway 5, Heytsville mo

Contact Name: Tracy Bottoms
Telephone Number: 660.288.3767

Date of Contract: 9/15/11
Length of Contract: 15 days

Description of Prior Services (include dates):

Complete replacement of stage and stage walls, repair of several minor issues.

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tony Grove, President
Name and Title of Authorized Representative

[Signature]
Signature

12/22/11
Date



BOONE COUNTY, MISSOURI
Request for Bid #: 48-22DEC11 – The Johnson Building Remodel Project

ADDENDUM #3 - Issued December 22, 2011

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

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

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

A. Question: Please clarify where new carpet is to be installed outside elevator.

Response: Elevator Lobby (area outside elevator on 2nd Floor) does get old carpet removed and new carpet installed. Elevator Lobby (area outside elevator on 1st Floor) keeps the same VCT.

B. West stairwell outside elevator, is there to be any flooring inside door and down the stairwell?

Response: West stairwell keeps the same VCT and stair treads.

By: Melinda Bobbitt
Melinda Bobbitt,
Director of Purchasing

BIDDER has examined copy of Addendum #3 to Request for Bid # 48-22DEC11 – The Johnson Building Remodel Project, receipt of which is hereby acknowledged:

Company Name: Grove Construction, LLC
Address: 10 S 8th St
Columbia MO 65201

Phone Number: 573-777-9599 Fax Number: 573-234-9599

E-mail address: groveconstruction@hotmail.com

Authorized Representative Signature: [Signature] Date: 12/22/11

Authorized Representative Printed Name: Tony Grove



BOONE COUNTY, MISSOURI
Request for Bid #: 48-22DEC11 – The Johnson Building Remodel Project

ADDENDUM #2 - Issued December 21, 2011

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

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

1. During the Pre-Bid held December 16, 2011, questions were asked and answers given as follows:

A. Question: What do we do with the access panel located at the top of the eastern entry way stairs?

Response: Replace that access panel with one that matches the new color and texture scheme of the remodel.

B. Please provide a list of attendees at the pre-bid conference.

Response: See attached list

C. Where did you originally purchase those carpet squares?

Response: Ross Allen Floor Covering, Inc. was the carpet, VCT and porcelain tile provider for the Government Center Job. They are at: P.O.Box 105982, 220 Oscar Drive, Jefferson City, MO 65110. Phone: (573) 893-8993. Fax: (573) 893-8994. E-mail: rossallenfc@earthlink.net.

By: Melinda Bobbitt
Melinda Bobbitt,
Director of Purchasing

BIDDER has examined copy of Addendum #2 to Request for Bid # 48-22DEC11 – The Johnson Building Remodel Project, receipt of which is hereby acknowledged:

Company Name: Grox Construction, LLC
Address: 10 S 8th St
Columbia MO 65201

Phone Number: 573-777-9599 Fax Number: 573-284-9599
E-mail address: groxconstruction@hotmail.com

Authorized Representative Signature: [Signature] Date: _____

Authorized Representative Printed Name: Tony Grox

Pre-Bid Conference Sign In Sheet
48-22DEC11 – The Johnson Building Remodel Project

	Representative Name	Business Name	Telephone Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391
2.	LARRY JONES	Schneider Electric	573-636-4101
3.	Darin Pecaut	Franklin County Const.	573-694-1956
4.	Tyson Boldan	Buyer Boone Co.	
5.	Bob Davidson	BCFM	573-886-4401
6.	Lee Pearson	Huebert Builders, Inc	573-449-4996
7.	BRETT T. DUDENHOEFFER	UNITED HRB	573-655-9155
8.	Wayne Martin	Marek Construction, LLC	636-962-1392
9.	Nekeemah Cas. LLC	Kelleys Ballance	573-268-3033
10.	Mike Bungert	G. B. H Builders	573-893-3633
11.	Tommy Krueve	Corene Construction	573-564-0276
12.	Matt Boyd	Questec Mechanical	573-875-0260
13.	Clay Grammann	Brown Plastering	573-893-3432
14.	LARRY BAKER	CENTRAL MO. PIPING	573-893- 2626 ²⁶²⁶
15.			



BOONE COUNTY, MISSOURI
Request for Bid #: 48-22DEC11 – The Johnson Building Remodel Project

ADDENDUM #1 - Issued December 19, 2011

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

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

1. During the Pre-Bid held December 16, 2011, questions were asked and answers given as follows:

- A. Question:** "What do we do with the fiber board wall in office 109?"
Answer: "Replace fiberboard with gypsum board. Bring flush with face of existing paneling. Tape and finish joints and edges to smooth finish. This will be considered part of the Johnson Building Project Base Bid and is considered a mandatory portion of that work."
- B. Question:** "What are we to do about the light fixtures in regards to the ceiling grid?"
Answer: "Lights surface mounted on ceiling grid do not need to be removed when painting ceiling. Painting up to them will be considered sufficient."
- C. Question:** "Are we to do anything with receptacles or cover plates?"
Answer: "Brown receptacles and cover plates shall be replaced with Ivory receptacles and cover plates."
- D. Question:** "Is the contractor required to replace trim that was damaged before work began?"
Answer: "Existing door jams and trim shall remain."
- E. Question:** "Could you give the vendors an idea of what you are looking for to replace the downstairs entry way door?"
Answer: "New door to be installed in the east lobby, 1st floor, shall be a 3'0" X 6'8" X 1 3/4" fire rated (1.5 hr) hollow metal door with knock down steel frame. Hollow metal door and knock down frame shall be 18 gauge steel with baked-on rust inhibiting primer. They shall be prepared and reinforced to receive architectural hardware in accordance to ANSI A115 Standards."
- F. Question:** "What kind of alternates would we consider in regards to the ceiling?"
Answer: "Option to replace all existing ceiling grid with new grid of equal or better quality instead of painting existing will be considered." This is reflected as option 3 in the attached Revised Response Form.

2. Replace Response Form with Attached Revised Response Form:

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid # 48-22DEC11 – The Johnson Building Remodel Project, receipt of which is hereby acknowledged:

Company Name: Grove Construction, LLC
Address: 10 S 8th St
Columbia MD 21520

Phone Number: 513-777-9599 Fax Number: 513-234-9599
E-mail address: groveconstruction@hotmail.com

Authorized Representative Signature: [Signature] Date: _____

Authorized Representative Printed Name: Tony Grove

4. Revised Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.10. Bidder must provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

4.11. 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.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date:

If the total of this bid is over \$25,000, than accompanying this bid response is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this 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.

BID FORM

Description	Total
Johnson Building Project Base Bid	\$
Option 1: Specification 1 (paragraph 2.2.6)	\$
Option 2: Specification 2 (paragraph 2.2.6)	\$
Option 3: (as per addendum section 1. F.)	\$

4.12. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:

4.13. Days project will be completed after Receipt of Notice to Proceed: _____ days



Request for Bid (RFB)

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

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **48-22DEC11**
Commodity Title: **The Johnson Building Remodel Project**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference with Site Visit

Day / Date: **FRIDAY – December 16, 2011**
Time: **9:30 A.M.**

Location: **Boone County Purchasing Conference Room**
613 E. Ash Street
Columbia, MO 65201

Note: Pre-Bid Conference will include a site visit

Bid Submission Address and Deadline – Bid Closing

Day / Date: **THURSDAY – December 22, 2011**
Time: **1:15 P.M.**

Location / Mail Address: **Boone County Purchasing Department**
613 E. Ash Street, Room 110
Columbia, MO 65201

Bid Opening

Day / Date: **THURSDAY – December 22, 2011**
Time: **1:30 P.M.**

Location / Mail Address: **Boone County Government Center**
Commission Chambers
801 E. Walnut Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Example Performance Bond**
 - Example Labor and Material Bond**
 - Exhibit A**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Debarment Form**
 - Affidavit—OSHA Requirements**
 - Prevailing Wage Order #18 with Excessive Unemployment in Effect**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

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. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 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, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its 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 to one or multiple respondents. The County also reserves the right to award only some items or groups of items on this bid.
- 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 AND/OR SERVICES 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 contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **the Johnson Building Remodel Project at 601 E. Walnut Street, Columbia, MO 65201.**

2.2. **Scope of Services-** The Contractor shall furnish all labor, equipment, and traffic control necessary to complete the project.

2.2.1. AREAS INCLUDED IN REMODEL

2.2.1.1. All of 2nd Floor

2.2.1.2. East stairwell and Entry

2.2.1.3. West stairwell, Entry and Hallway, including elevator lobby, custodial closet and restroom.

2.2.2. CONDITIONS

2.2.2.1. All materials shall be provided by the Contractor and/or Subcontractors.

2.2.2.2. All work shall take place between the hours of 7:30 am and 5:00 pm.

2.2.2.3. Contractor and Subcontractors will not be supplied a setup area and shall provide for their own parking needs.

2.2.2.4. Contractor shall have 60 days from “Notice to Proceed” to complete the project and will be charged \$250.00 per day for each day thereafter to “Substantial Completion”.

2.2.2.5. Entire area shall be cleaned and ready to occupy at the end of the project.

2.2.2.6. Building Permit from Boone County Resource Management will be required but will be no charge.

2.2.3. DEMOLITION

2.2.3.1. Remove and provide for proper disposal, existing carpet and any existing carpet pad on 2nd Floor and East Entry.

2.2.3.2. Remove and provide for proper disposal, all base associated with carpet removal.

2.2.3.3. Remove and provide for proper disposal, all ceiling tile (leaving ceiling grid) on 2nd Floor and East Entry.

2.2.3.4. Remove and provide for proper disposal, double doors to Room 205.

2.2.4. NEW WORK

2.2.4.1. Provide materials install new east/west wall (metal stud with 5/8 sheetrock to ceiling grid) in Room 205 with two 3’0” X 6’8” hollow-core wood doors, as shown with office lock sets to match 1st Floor lock sets.

2.2.4.2. Wire lights in 205(Existing Plan) so there will be separate light switches in Rooms 203 and 205 (New Plan).

2.2.4.3. Wire new duplex outlet on each side of new wall in Room 205.

2.2.4.4. Extend HVAC ductwork to provide heat and cooling to Room 203.

2.2.4.5. Paneling in Room 213 shall be covered with ¼” sheetrock using J-mold at the ceiling grid. Sheetrock shall be finished for painting and door jambs will have extensions to attach trim.

2.2.4.6. Install designated VCT in 2nd Floor Restrooms, East Lobby and east stair landing. Clean with neutral cleanser and apply 2 coats Hillyard wax.

2.2.4.7. Install rubber treads up east stairwell.

2.2.4.8. Replace all ceiling grid not in good condition and paint all ceiling grid.

2.2.4.9. Paint all walls, including both stairwells, entries and hallways, using specified paint. All holes, gouges, and rough finishes shall be taped and finished in professional manner. Paneled walls will be painted using designated specifications.

2.2.4.10. All wooden or painted doors and trim shall be painted with Latex Enamel in designated color.

2.2.4.11. Install new ceiling tile in all areas, using designated tile.

2.2.4.12. Install new carpet tile over all previously carpeted floors, including the elevator, using designated carpet tile. Also, install all necessary metal edge and transition strips.

2.2.4.13. Install new vinyl cove base, using designated base, in all newly carpeted areas and all areas with new VCT.

2.2.4.14. Install new 3’0” X 6’8” painted metal door in East Lobby to 1st Floor hallway with lock to match 1st Floor office lock sets..

2.2.4.15. All shades, blinds and shutters removed for the remodel must be reinstalled.

2.2.4.16. Install panic bar hardware on east exterior door.

2.2.5. DESIGNATED FINISHES

2.2.5.1. **FLOORS:**

2.2.5.1.a. Carpet Tile, Lees, Photofinish, 118 Silverstone, Quarterturn

2.2.5.1.b. Vinyl Composite Tile, Armstrong, Standard Excelon Imperial Texture, 51901 Taupe

2.2.5.1.c. Stair Treads, Hammered tread w/ riser, 282 Vaporize

2.2.5.2. **BASE:** Rubber Base, Johnsonite, 4 ½” Cove Base, 282 Vaporize

2.2.5.3. **WALLS:**

- 2.2.5.3.a. Eggshell Latex, Match to Benjamin Moore, Baby Fawn, OC-15
- 2.2.5.3.b. Accent Walls: Eggshell Latex, Match to Sherwin Williams, Puritan Gray, HC 164
Eggshell Latex, Match to Sherwin Williams, Blue Spruce, BM 1637

2.2.5.4. **CEILINGS:**

- 2.2.5.4.a. Acoustical Ceiling, Armstrong, Dune Square Lay-In, 24" x 48"
- 2.2.5.4.b. Ceiling Grid Paint, Flat Latex, Ceiling White

2.2.5.5. **DOORS:**

- 2.2.5.5.a. Door & Window Trim: Eggshell Latex Enamel, Match to Sherwin Williams, Blue Spruce, BM 1637

2.2.6. **SPECIFICATIONS FOR PAINTING OVER PANELING: County will award Option 1 OR Option 2**
OPTION 1 – Specification 1

- 2.2.6.1. Lightly sand paneling with 100 grit sandpaper.
- 2.2.6.2. Prime with oil base primer.
- 2.2.6.3. Fill grooves, joints, nail holes, gouges, etc. in paneling with joint compound and sand smooth slick finish when dry.
- 2.2.6.4. Paint with primer then two coats of designated finish paint.

OPTION 2 – Specification 2

- 2.2.6.5. Lightly sand paneling with 100 grit sandpaper.
- 2.2.6.6. Use vinyl-to-vinyl adhesive to adhere paintable wallpaper over all paneling to cover grooves.
- 2.2.6.7. Paint with latex primer.
- 2.2.6.8. Paint two coats of designated finish paint.

2.3. **General Conditions**

- 2.3.1. All Sub Contractors must be approved before beginning work on this project.
- 2.3.2. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County by January 17, 2012. If bidder(s) 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.
- 2.3.3. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for Friday, December 16, 2011 at 9:30 a.m. in the conference room at 613 E. Ash Street, Columbia, MO (corner of 7th Street and Ash Street).
- 2.3.3.1. All potential bidders are **strongly** encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.3.3.2. Bidders are encouraged to advise the Purchasing Department of Boone County within one (1) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.3.4. **CONTRACTOR RESPONSIBILITIES**
- 2.3.4.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.4.2. The Contractor shall complete all required utility locations prior to commencement of work.
- 2.3.4.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project.
- 2.3.4.4. The Contractor shall comply 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 Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.4.5. The Contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 2.3.4.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.4.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.3.4.8. The Contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 2.3.4.9. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.3.4.10. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.3.4.11. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.

- 2.3.5. **WARRANTY** –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 County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within five days after receiving 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 County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.3.6. **PREVAILING WAGE - PREVAILING WAGE RATES** – The 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 current prevailing wage order #18 with Excessive Unemployment in Effect is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing .
- 2.3.7. **DESIGNEE** – Boone County Facilities Maintenance, Bob Davidson, Manager, 613 E. Ash Street, Columbia, Missouri 65201. Phone: (573) 886-4400.
- 2.3.8. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; E-mail: mbobbitt@boonecountymmo.org.
- 2.3.9. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor’s bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay a correct Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address referenced in paragraph 2.3.7.
- 2.3.10. **INSURANCE REQUIREMENTS**
- 2.3.10.1. **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.
- 2.3.10.2. **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.

- .3.10.3. **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.

- 2.3.10.4. **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.
- 2.3.10.5. **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.
- 2.3.11. **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.
- 2.3.12. **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.

- 2.3.13. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.3.14. **OSHA**
- 2.3.14.1. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law **and OSHA Training Requirements**.
- 2.3.14.2. **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.
- 2.3.14.3. 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.
- 2.3.14.4. 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.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, the Contractor shall submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Contractor's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, 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. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page 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** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

E: Mail Address: _____

4.6. Federal Tax ID: _____

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

4.7. BID RESPONSE – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

4.10. Bidder must provide at least three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

4.11. 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.
Authorized Representative (Sign By Hand):

Type or Print Signed Name: _____ Today's Date: _____

If the total of this bid is over \$25,000, than accompanying this bid response is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this 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.

BID FORM

Description	Total
Johnson Building Project Base Bid	\$
Option 1: Specification 1 (paragraph 2.2.6)	\$
Option 2: Specification 2 (paragraph 2.2.6)	\$

4.12. LIST ALL SUB-CONTRACTORS PLANNED TO BE UTILIZED ON THIS PROJECT:

4.13. Days project will be completed after Receipt of Notice to Proceed: _____ days

Please Note: The awarded bidder will have 15 days after notification of award to provide Performance and Labor and Material Bonds. Please note that all Bids over \$25,000.000 will require both Performance Bond and Labor and Material Bonds.

(Example) PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

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

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

(Project Name)

in accordance with plans and specifications prepared by the County of Boone Public Works Department, 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 years from the date on which final payment under the Contract falls due.

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

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

_____ on this _____ day of _____, 20 ____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY:

(Missouri Representative)

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

(Example) LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of _____ Dollars,

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

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

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

a Contract with Owner for:

(Project Name)

in accordance with drawing and specifications 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 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 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 year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

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

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Tony Gyroce, President of the (name of company)

Gyroce Construction, LLC (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. 18 issued by the Division of Labor Standards on the 10 day of March, 2011, in carrying out the Contract and work in connection with

(name of project) Johnston Building Remodel located at

(name of institution) Johnston Building in Boone 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

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/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

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			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too 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.

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

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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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

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

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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.



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

Melinda Bobbitt, CPPB
Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

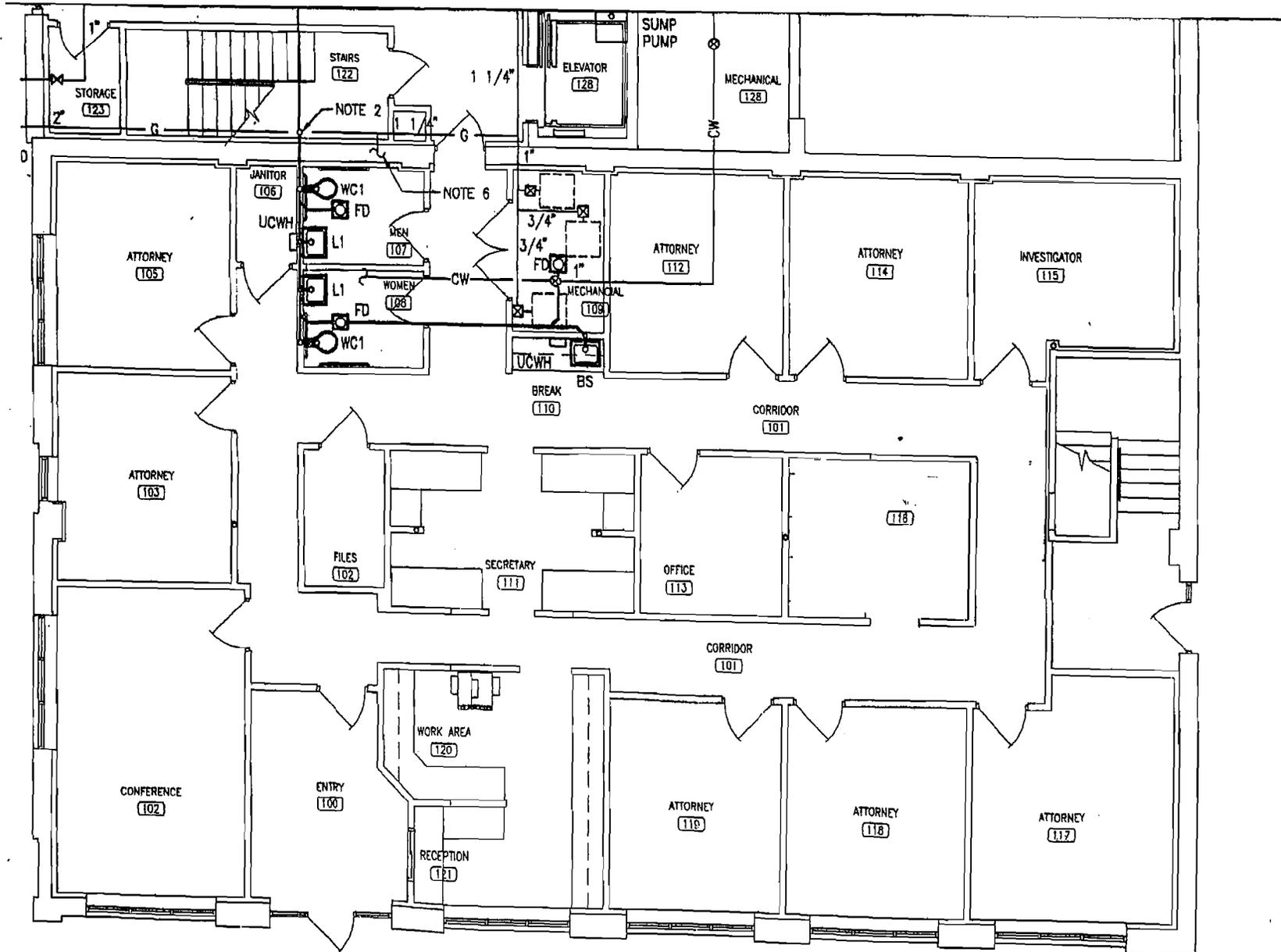
Standard Terms and Conditions

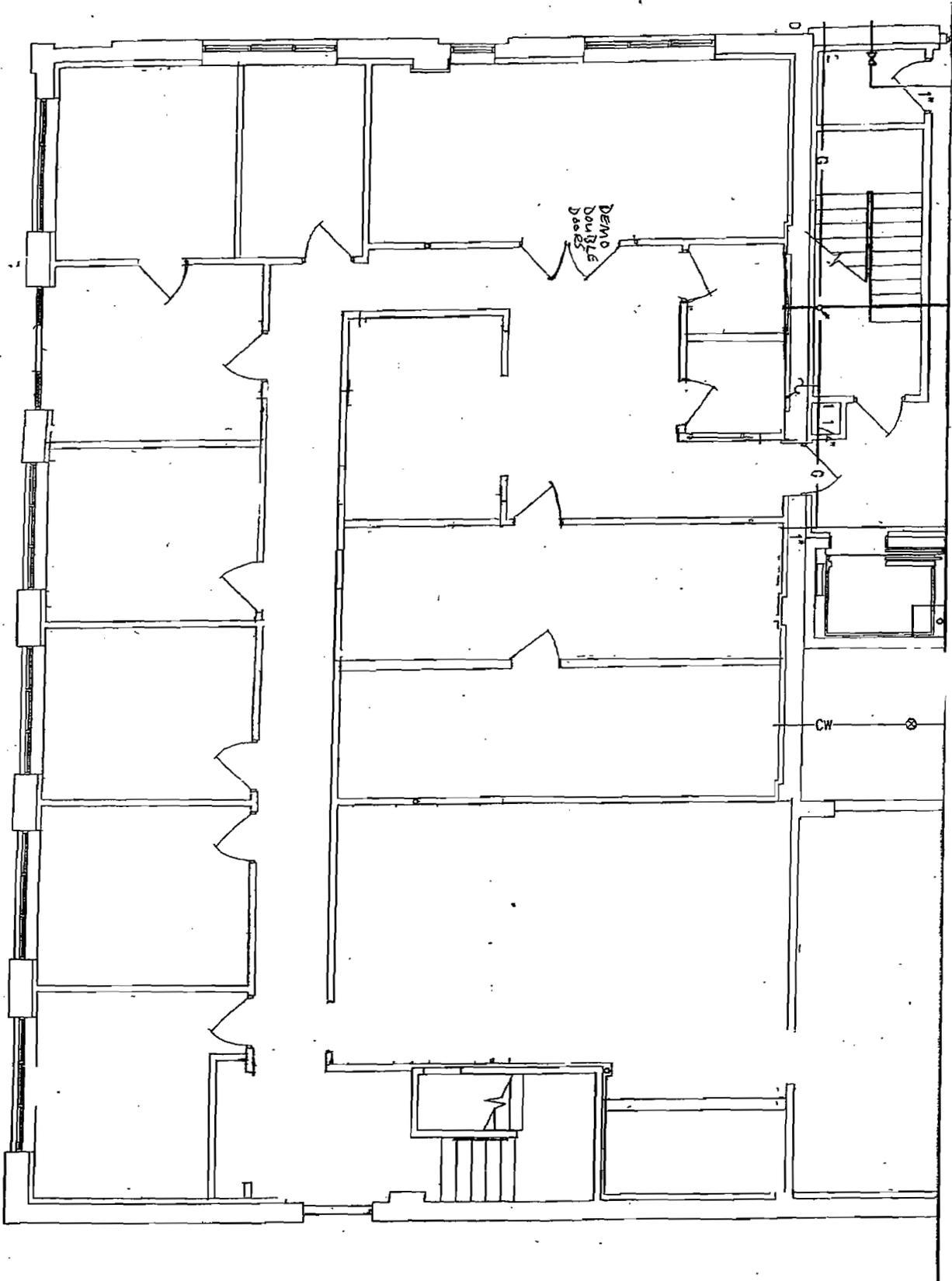
1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. 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.
13. 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.

14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

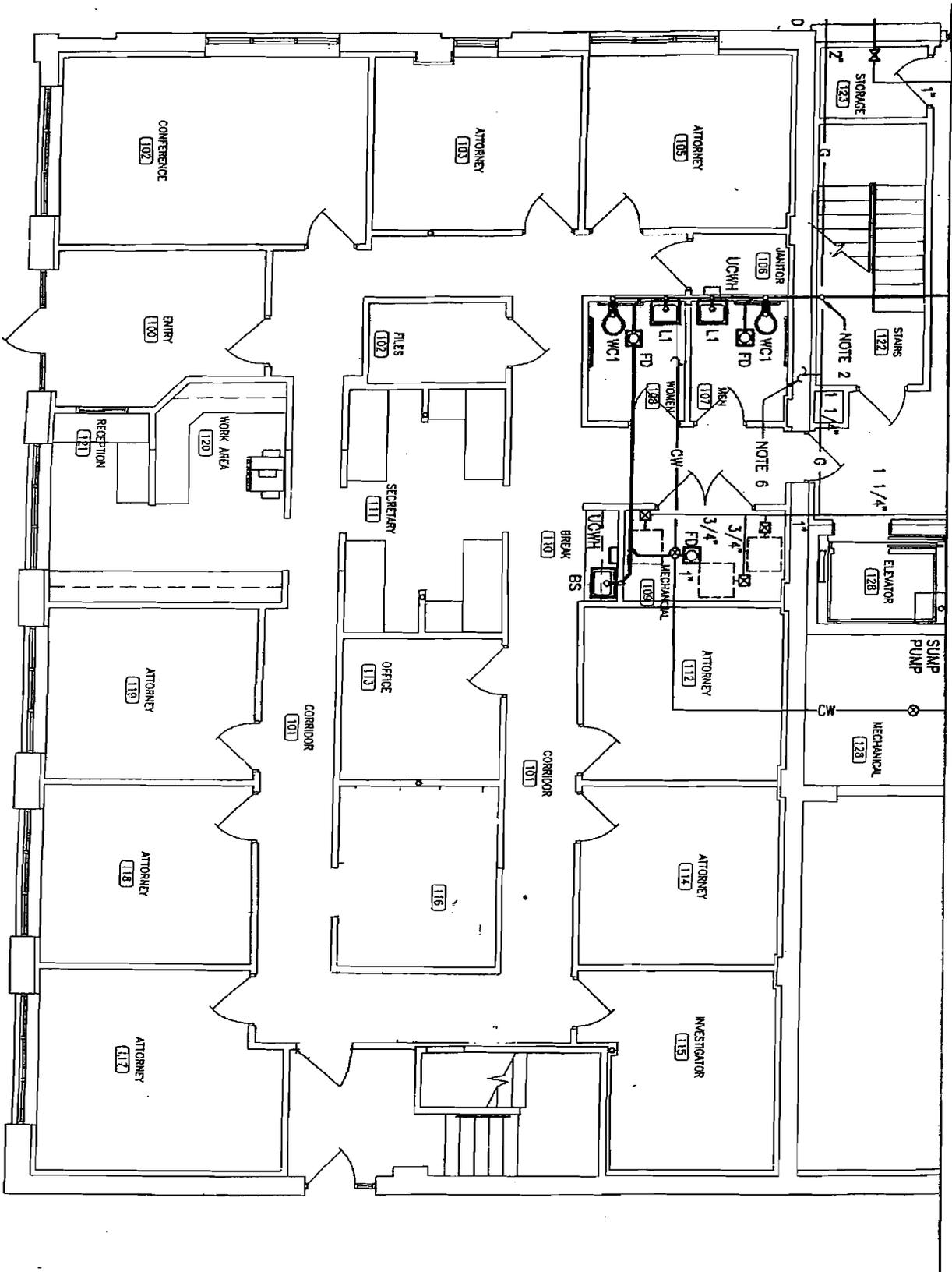
EXISTING PLAN



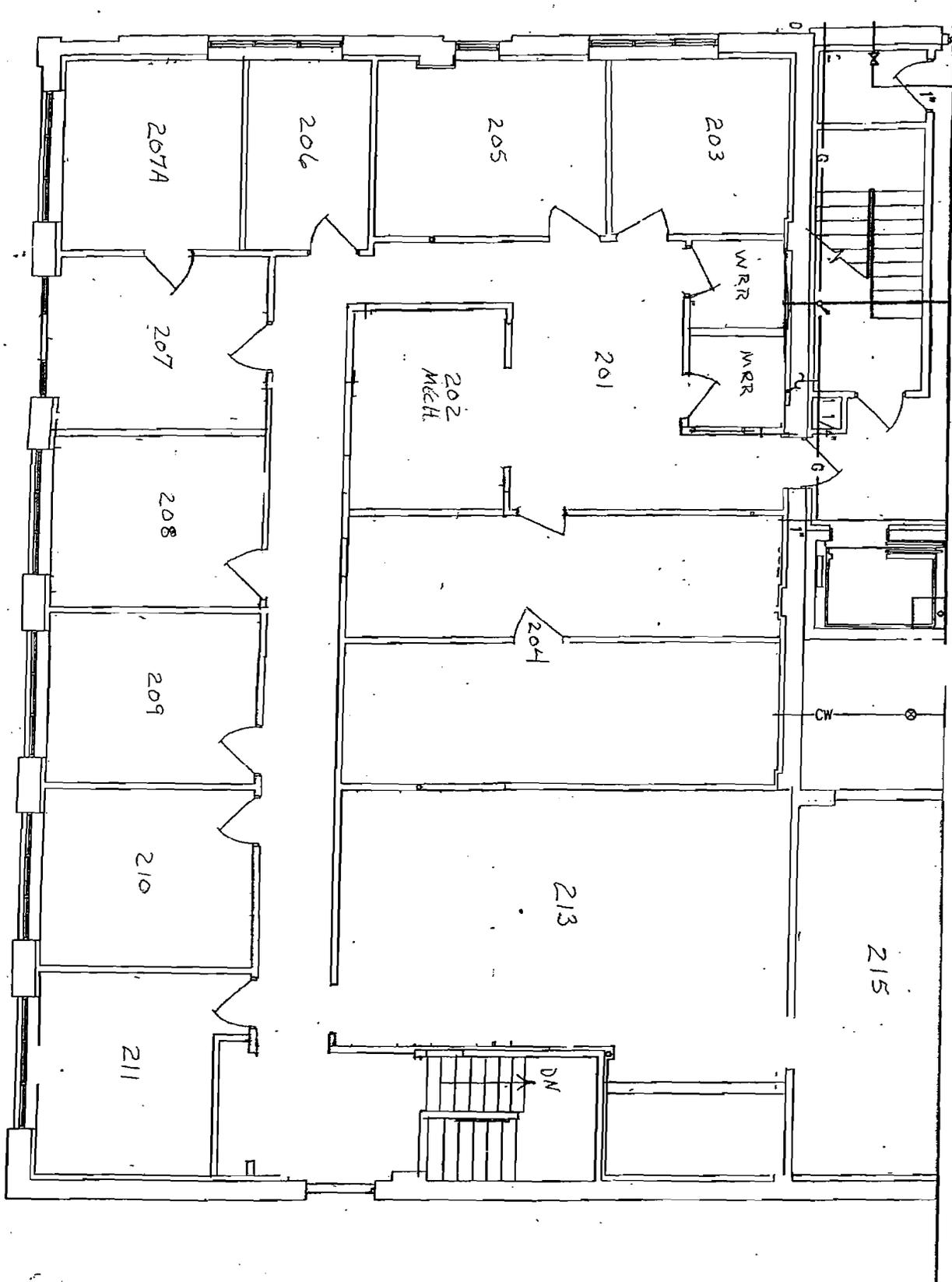


EXISTING PLAN

NEW WORK PLAN



NEW WORK PLAN



**Boone County Purchasing
Melinda Bobbitt, CPPB
Director of Purchasing**



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

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 48-22DEC11 – The Johnson Building Remodel Project

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66125906

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 3rd day of January, 2012.

Kenneth R. Schroeder Senior Vice President
STATE OF MICHIGAN } ss.
COUNTY OF EATON

On this 3rd day of January, 2012, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 1st, 2014,

Amanda Lamp Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 3rd day of January, 2012



Stuart R. Birn First Vice President, Secretary and General Counsel

This power of attorney is attached to bond number 66125906, issued to GROVE CONSTRUCTION, LLC on January 10th, 2012.



Agency Code: 05007400
 Agency Name: HARRISON AGENCY INC
 Agent's Name: SAMUEL T. BENNETT
 Agency Fax #: 573-474-0233
 Policy #: 66125906

Does agency have A-O Power of Attorney? Yes No

APPLICATION FOR CONTRACT BOND

(One-Time Bonds Only)

Quick Contract Bond (up to \$250,000)

CONTRACTOR DATA

Type of Business: Corporation Individual Joint Venture LLC Partnership

Business Name: GROVE CONSTRUCTION, LLC

Business Address: 10 S 8TH ST

City: COLUMBIA State: MISSOURI Zip: 65201 Phone: (573) 777-9599

FEIN: 271155402 State of Incorporation: _____

Email Address: _____ Website Address: _____

Type of Work: BUILDING REHABILITATION

Years of Experience in This Type of Work: 30 Largest Job Completed in the Last 5 Years: \$1,200,000.00

Work in Progress: \$150,000.00

If the Applicant has an Auto-Owners Insurance Group Tailored Protection Policy give Policy # None

Is this contractor currently set up for contract bonds with Auto-Owners? No

Has your business ever been bonded for Bid, Performance, or Payment bonds? Yes No

Have you been declined for Bid, Performance, or Payment bonds in the past five years? Yes No

BOND INFORMATION

DOES THE OBLIGEE (OWNER) REQUIRE THEIR OWN BOND FORM? Yes No IF SO, PLEASE ENCLOSE A COPY.

Performance and Payment Bond:

Contract Price: \$60,554.00 Contract Date: 01/09/2012

Obligee (Owner): COUNTY OF BOONE

Obligee (Owner) Address: 601 E WALNUT ST STE 2 City: COLUMBIA State: MO Zip: 65201

Phone: (573) 886-4391 Fax: (573) 886-4390

Job Description: REMODEL OF OFFICE AREA INCLUDING CARPET, PAINT, CUBICLES

Physical Address of Job: _____

Liquidated Damages (LDs): \$250.00

Start Date: 01/11/2012 Completion Date: 04/11/2012

Percentage of work subcontracted: 30.0% Maintenance Period: 04/11/2013

In which state is the job to be performed: MISSOURI

Is the current job in a state in which your business has previously operated? Yes

For which sector will this job be performed? Federal

Private, including completion bonds Other public, including state, county or municipality and subdivision bonds

Next two lowest bidders (if a negotiated job, check box) Negotiated

- | | |
|------------------------|--------------------|
| 1. <u>GBH BUILDERS</u> | <u>\$60,000.00</u> |
| 2. <u>HUEBERT</u> | <u>\$70,000.00</u> |

INDEMNITORS

(Provide the information below on all owners and officers; use additional sheet if necessary)

Name: <u>ROBERT GROVE</u>	Name: <u>FREDERICK A GROVE</u>
Address: <u>310 RUSSELL BLVD</u>	Address: <u>2911 LAKE TOWN DR</u>
City/State/Zip: <u>COLUMBIA, MO 65203</u>	City/State/Zip: <u>COLUMBIA, MO 65203</u>
SS#: <u>500-56-4660</u> Marital Status: <u>Married</u>	SS#: <u>487-02-9345</u> Marital Status: <u>Single</u>
Phone: <u>(573) 864-4506</u>	Phone: <u>(573) 864-0276</u>
Email Address: _____	Email Address: _____
% of Business Ownership: <u>50.0%</u> Title: <u>Member</u>	% of Business Ownership: <u>50.0%</u> Title: <u>Member</u>
Spouse Name: <u>CAROL GROVE</u>	Spouse Name: _____
SS#: <u>488-62-1776</u>	SS#: _____
Phone: <u>(573) 445-4501</u>	Phone: _____
Email Address: _____	Email Address: _____

Name: _____

Address: _____

City/State/Zip: _____

SS#: _____ Marital Status: _____

Phone: _____

Email Address: _____

% of Business Ownership: 0% Title: _____

Spouse Name: _____

SS#: _____

Phone: _____

Email Address: _____

General Comments: SBENNETT@HARRISONAGENCYINC.COM

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows: First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability; Second, to indemnify the Company against all loss, costs, damages, expenses and attorneys fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; Third, that the Company shall have the right, and is hereby authorized but not required: (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Obligee in said contract bond; (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorneys' fees; (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct; Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or (2) of any breach of the agreements herein contained; or (3) of the default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual: (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them; (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract; (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due; Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not; Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company; Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon; Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

NOTICE TO APPLICANT

FLORIDA ONLY "Any person who knowingly and with intent to defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may be subject to penalties including imprisonment, fines and denial of insurance benefits."

IMPORTANT

Sole Proprietorship: Applicant must sign on behalf of the company. Spouse must sign personal indemnity below.

Partnership: Partners must sign on behalf of the company. Spouses must sign personal indemnity below.

Corporation: Two corporate officers must sign on behalf of corporation.
Two corporate officers and spouses must sign personal indemnity below.

Limited Liability Company: Two Managers/Members must sign on behalf of the company.
Two Managers/Members and spouses must sign personal indemnity below.

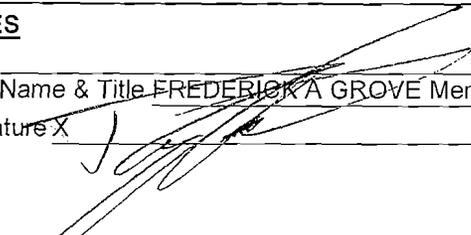
SIGNATURES

Company Name: GROVE CONSTRUCTION, LLC

Print Name & Title ROBERT GROVE Member

Print Name & Title FREDERICK A GROVE Member

Signature X 

Signature X 

Print Name & Title Robert Grove

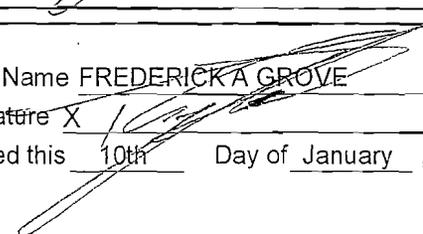
Signature X

Personal Indemnitors:

Print Name ROBERT GROVE

Print Name FREDERICK A GROVE

Signature X 

Signature X 

Signed this 10th Day of January, 2012

Signed this 10th Day of January, 2012

Spouse CAROL GROVE

Signature X

Signed this 10th Day of January, 2012

Print Name

Signature X

Signed this 10th Day of January, 2012

Proxy Designation I designate J.F. Harrold, J.S. Tagsold and R.J. Rupp and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only is present, then that one shall have full power to act.

Signed 

(Applicant)

Date 1-11-2012



PAYMENT OR LABOR AND MATERIAL BOND

KNOW ALL BY THESE PRESENTS, that we, GROVE CONSTRUCTION, LLC of 10 S 8TH ST COLUMBIA, MO 65201 (hereinafter called the Principal), as Principal, and AUTO-OWNERS (MUTUAL) INSURANCE COMPANY a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MISSOURI, (hereinafter called the Surety), are held and firmly bound unto COUNTY OF BOONE, 601 E WALNUT ST STE 208, COLUMBIA MO 65201 (hereinafter called the Obligee), in the full and just sum of Sixty Thousand Five Hundred Fifty-Four and xx / 100 Dollars (\$60,554.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

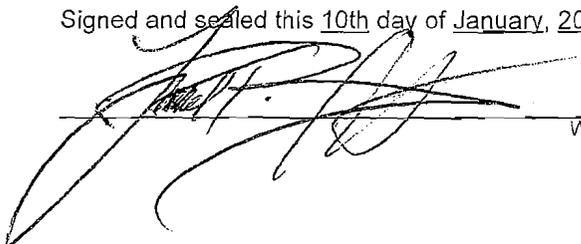
THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 9th day of January, 2012 for REMODEL OF OFFICE AREA INCLUDING CARPET, PAINT, CUBICLES which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

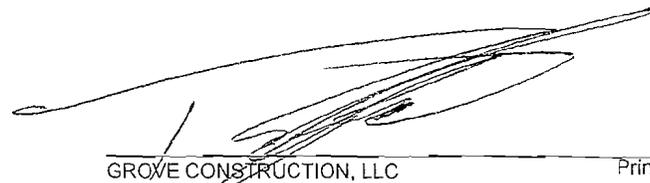
AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all accordance with applicable Statutes, promptly have made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract that may hereinafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Signed and sealed this 10th day of January, 2012



Witness



GROVE CONSTRUCTION, LLC Principal



Amanda Lamp Witness

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY Title



Jim House Attorney-in-Fact



Bond Number 66125906

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that we, GROVE CONSTRUCTION, LLC of 10 S 8TH ST COLUMBIA, MO 65201 (hereinafter called the Principal), as Principal, and AUTO-OWNERS (MUTUAL) INSURANCE COMPANY a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MISSOURI, (hereinafter called the Surety), are held and firmly bound unto COUNTY OF BOONE, 601 E WALNUT ST STE 208, COLUMBIA MO 65201 (hereinafter called the Obligee), in the full and just sum of Sixty Thousand Five Hundred Fifty-Four and xx / 100 Dollars (\$60,554.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

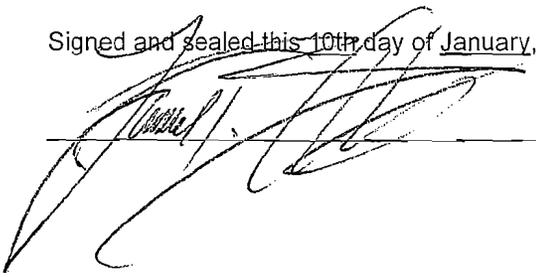
THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 9th day of January, 2012 for REMODEL OF OFFICE AREA INCLUDING CARPET, PAINT, CUBICLES which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and their obligation thereunder, including the specifications therein referred to and made a part thereof, and such alteration as may be made in such specifications, as herein or therein provided for, then this obligation to be void, or otherwise to be and remain in full force, effect and virtue.

Signed and sealed this 10th day of January, 2012



Witness



GROVE CONSTRUCTION, LLC Principal



Amanda Lamp Witness

Title
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY



Jim House Attorney-in-Fact



MAINTENANCE BOND

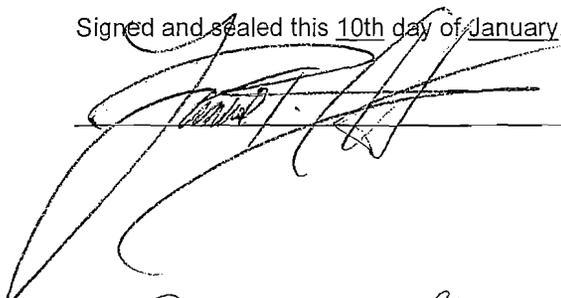
KNOW ALL BY THESE PRESENTS, that we, GROVE CONSTRUCTION, LLC of 10 S 8TH ST COLUMBIA, MO 65201 (hereinafter called the Principal), as Principal, and AUTO-OWNERS (MUTUAL) INSURANCE COMPANY a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MISSOURI, (hereinafter called the Surety), are held and firmly bound unto COUNTY OF BOONE, 601 E WALNUT ST STE 208, COLUMBIA MO 65201 (hereinafter called the Obligee), in the full and just sum of Sixty Thousand Five Hundred Fifty-Four and xx / 100 Dollars (\$60,554.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 9th day of January, 2012 for REMODEL OF OFFICE AREA INCLUDING CARPET, PAINT, CUBICLES which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, said contract has been completed, and was approved on the 9th day of January, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

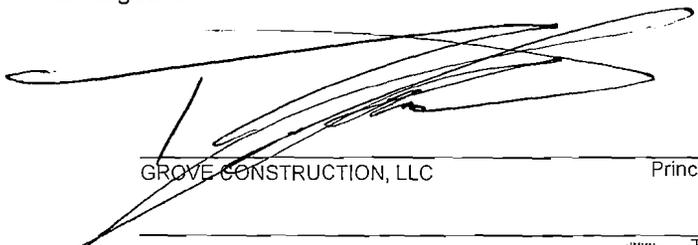
Signed and sealed this 10th day of January, 2012



Witness

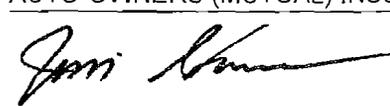


Amanda Lamp
Witness



GROVE CONSTRUCTION, LLC
Principal

Title
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY



Jim House
Attorney-in-Fact



ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 10th day of January, 2012, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp

Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires January 1st, 2014
Acting in the County of Eaton

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

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

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

**BID NUMBER 48-22DEC11
The Johnson Building Remodel Project
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

**BID NUMBER 48-22DEC11
The Johnson Building Remodel Project
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Company ID Number: 488022

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 Grove Construction, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 488022

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 488022

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 488022

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 488022

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 488022

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 488022

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 488022

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 488022

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 488022

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 488022

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

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

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

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

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

Company ID Number: 488022

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 Grove Construction, LLC

Tony Grove

Name (Please Type or Print)	Title
Electronically Signed	01/11/2012
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Grove Construction, LLC
Company Facility Address:	10 S 8th Street
	Columbia, MO 65201
Company Alternate Address:	
County or Parish:	BOONE
Employer Identification Number:	271155402

Company ID Number: 488022

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Kristin Worthington	Fax Number:	(573) 234 - 9599
Telephone Number:	(573) 777 - 9599		
E-mail Address:	groveconstruction@hotmail.com		
Name:	Tony Grove	Fax Number:	(573) 234 - 9599
Telephone Number:	(573) 777 - 9599		
E-mail Address:	groveconstruction@hotmail.com		



Facsimile Transmittal

FAX

To: Kristin	From: David McClure
Company: Grove Const	Date: 01/11/2012
Fax Number: 5732349599	Pages: 2 (including cover page)
Re: Foam Engineers Quote, Columbia Garage Infill	

Comments:

Accompanied with this cover page you shall find a quote for the K13 Spray applied Cellulose portions of this project. Please call my cell anytime for questions regarding this quote.

Foam Engineers is a reputable insulating contractor specializing in spray-foam. We do however provide many of the other various types of insulation for commercial and residential applications. Those types include Spray Foam, Fiberglass Batts, Dense-pack Fiberglass/Cellulose, Blown Fiberglass/Cellulose, Mineral Wool, Block fill, and Acoustical Cellulose (K13), as well as Fluid Applied Air Barriers and Water Proofing Membranes. Foam Engineers is also a certified ABAA (Air Barrier Association of America) contractor.

Please include us on your bid invitation list for future projects requiring our scope of work.

Bid with Confidence with Foam Engineers,

Thank you for your consideration and good luck!

Jason Roach

Date: January 11, 2012
 Prepared by: Jason Roach
 C: 573.808.4596



Contact: Kristin
 P: 573-777-9599
 F: 573-234-9599

Project Location: Columbia Parking Dept.
 500 East Walnut St.
 Suites 105,106,107 Tennant Infill
 Columbia, MO 65201

Terms: Prices good for 30 days
 25% deposit. Balance due at completion of work by Foam Engineers
 Balances over 30 days past due subject to 1.5% interest per month plus collection costs.

Item	Description of Work	
	R-Values shown below are average R-Values. Most areas will be slightly more or less than the specified amount.	
1	K-13 Spray Applied Insulation, R19 5" thick applied to underside of existing concrete deck and over existing exterior concrete / CMU wall construction above ceiling grid.	\$47,995
	Options	
2	K-13 Spray Applied Insulation, R19 5" thick applied to all sides of the two concrete beams that pass through the ceiling area above the Maintenance Storage area and Redi Incubator. Not sure if there is intent here to cover those, not shown covered in plans. If needed, add amount at right.	\$2,044
	Notes	
3	This quote does not include the cost of a performance bond.	
4	This job is quoted at prevailing wage.	

Acceptance: _____
 Owner/Bullder Date

338 Ramsey Dr., Sullivan, MO 63080
 www.FoamEngineersLLC.com
 Phone: 573.468.3696
 Fax: 573.860.3101

25 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached list of 2012 Sole Source Vendor Renewals.

Done this 24th day of January, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 18, 2012
RE: Sole Source Renewals for 2012

Purchasing has received requests from departments to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year, ending on December 31, 2012. The 2012 list of vendors was advertised in the Columbia Missourian and the Columbia Tribune on January 9, 2012.

ATTACHMENT: 2012 Sole Source List

2012 SOLE SOURCE APPROVAL		Commission Order #		
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
ACC Alarm Communication Cener	Facilities Maintenance	Service Contract on alarm system for various locations throughout the County. Covers maintenance and parts for existing equipment and upgrades as needed.	On-Going	1/24/02 - Karen Miller
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller
Al Scheppers Motors, Inc	Public Works	International Engine and Body Parts Auto/Heavy Truck Engine and Transmission Service and Repair for Specialized Evacuation and Flushing Equipment	On-Going	12/18/2001 - Karen Miller
Bar G Ozark Inc.	Public Works	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	On-Going	12/30/03 - Karen Miller
C&C Group (used to be Invensys Building Ssytems)	Facilities Maintenance		On-Going	4/18/02 - Karen Miller
CarteGraph	Public Works	Upgrade to existing PW software Cassidian Communications(formerly CML) Sentinel Patriot - upgrading E911 system making it NG911 (Next Generation) capable and replacing the ANI/ALI Controller	On-going on maintenance	1/23/02 - Karen Miller
CenturyLink	Joint Communication (Joe Piper)	E-911 Equipment Maintenance Agreement (SE-ALI & Sentinel Stats Upgrade)	On-going on maintenance	8/16/2011
CenturyLink	Joint Communication and Auditor		On-Going	1/8/08 - Ken Pearson c.o. 19- 2008

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
CenturyLink	Joint Communication and Auditor	CML 911 Command Posts (Sentinel CommandPOST)	On-going on maintenance	278-2008
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin
Crown Power & Equipment Company	Public Works	Tiger Mower Parts	On-Going	9/22/09 - Ken Pearson
Cummings, McGowan & West (CMW)	Public Works	Equipment Parts for Crack Seal Equipment	On-Going	6/28/07 - Ken Pearson
Cybernetics	Information Technology	LTO Tape Library	On-Going on Maintenance	12/8/04 - Skip Elkin
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller
Cybernetics	Information Technology	miSAN (Storage Area Network)	On-Going on Maintenance	3/18/05 - Karen Miller
DLT Solutions	Resource Management	Civil 3D Professional Subscription w/Web Support & Raster Design Subscription	On-Going	1/31/07 - Ken Pearson
Ed Roehr	Sheriff	Taser Units and Cartridges	On-Going - but review yearly for new competition	1/13/05 - Skip Elkin

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going on maintenance	State Contract #C202051001 for maintenance -exp. 2/29/04
First Christian Church	Commission	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011
Garon Marketing	Sheriff	Intoximeter FST Portable Breath Testing Device	On-Going	4/20/06 - Skip Elkin
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001
Hallsville Market and Deli (Ankur, Inc.)	Public Works	Diesel Fuel in northern Boone County	On-Going	Karen Miller - 10/24/02
Henke Manufacturing Corporation	Public Works	Snow Plow Parts	On-Going	Ken Pearson 12/30/10 - C.O. 610-2010
InterAct Public Safety Systems (InterAct911)	Sheriff	Maintenance on Mobile Data Terminals	On-Going	4/11/06 - Skip Elkin
iTera	Information Technology	GuardianSave Software - AS400 Backup Software maintenance	On-Going on Maintenance	10/21/05 - Karen Miller
I/IX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
I/TX Information Technology Solutions, Inc.	Information Technology / Sheriff	SE-3000 Pro Enterprise Manager Module (add-on capability to our existing program)	On-Going on Maintenance or to add additional Users	8/21/06 - Skip Elkin
Ken's Service Center	Public Works	Diesel Fuel (Red #2) for tractor mower in NW quadrant of Boone County	On-Going	8/17/10 - Ken Pearson
Knapheide Truck Equipment Company	Public Works	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller
L3 Communications Mobile-Vision, Inc.	Sheriff	Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector	On-Going on maintenance	3/25/08 - c.o. 151-2008
L3 Communications	Sheriff	Video Camera Systems for Patrol Cars plus yearly maintenance agreement	On-going	c.o. 11-2009
Mobilis Technologies	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008
National Institute for Truth Verification (NITV)	Sheriff	Computerized Voice Stress Analyzer including training and certification for four operators	On-Going on Training	8/25/04 - Skip Elkin
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller
Pitney Bowes, Inc	Information Technology	Annual hardware maintenance on postage and inserter machines	On-Going	8/10/11 - Ken Pearson
Real Vision Software, Inc.	Information Technology	Annual software support for Real Vision Software IBM Power System	On-Going	6/21/11 - Ed Robb

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Rife, Tom and Isabel	Commission	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010
Sasco Pavement Coating, Inc.	Public Works	Concrete Bridge Deck Sealant	On-Going	
Sellers Equipment, Inc.	Public Works	Parts & Service for JCB Trackhoe	On-Going	2/16/10 - Ken Pearson, C.O. 76-2010
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin
Sydenstricker Implement Company	Public Works	John Deere tractor service	On-Going	2/28/2009
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin
Tech Electronics	Court of Administrator	Courtroom Sound System	On-Going	6/29/2001
Tech Electronics of Columbia Inc.	Facilities Maintenance	Maintenance for Jail Intercomm System	On-Going	4/13/06 - Keith Schnarre
The Hoosier Company	Resource Management	NC-97 Speed Classifier Traffic Counters	On-Going	1/31/08 - Ken Pearson
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001
West Thomson Reuters Business	Boone County Counselor	Online Legal Services	On-Going	1/9/2002

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission
Workwright Software, Inc.	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009
Blue: Last number used 99-123110SS Blue color signifies last number used.				

Purchase Price	Approved Y/N	Sole Source #
	Yes - C.O. 47-2003	11-123102 (renewed through 12/31/11)
	Yes	20-071502 (renewed through 12/31/11)
	Yes	06-123102 (renewed through 12/31/11)
	Yes	30-123103 (Renewed through 12/31/11)
	Yes	18-123102 (renewed through 12/31/11)
	Yes	12-123102 (renewed through 12/31/11)
\$597,745.96	Yes	105-123111SS 76-123108SS (renewed through 12/31/11)
	Yes	

Purchase Price	Approved Y/N	Sole Source #
	Yes	82-123108SS (renewed through 12/31/11)
	Yes	51-123105 (renewed through 12/31/11)
	Yes	70-123106SS (renewed through 12/31/11)
	Yes	27-123102 (renewed through 12/31/11)
	Yes	89-123109SS (renewed through 12/31/11)
	Yes	75-123107SS (Renewed through 12/31/11)
	Yes	50-123104 (renewed through 12/31/11)
\$1,935.00	Yes	55-123105 (renewed through 12/31/11)
\$7,980.00	Yes	58-123105 (renewed through 12/31/11)
	Yes	73-123107SS (renewed through 12/31/11)
Units: \$21,000; Cartridges: \$6,990	Yes	54-123105 (renewed through 12/31/11)

Purchase Price	Approved Y/N	Sole Source #
\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/11)
\$4,900.00	Original purchase from State Contract C800664001	19-123102 (renewed through 12/31/11)
\$17,000.00	Yes	102-123111SS
	Yes	67-123106SS (renewed through 12/31/11)
	Yes	07-123102 (renewed through 12/31/11)
	Yes	28-123103 (Renewed through 12/31/11)
	Yes	100-123111SS
\$9,448.20	Yes	63-123106SS (renewed through 12/31/11)
\$1,800.00	No	61-123105 (renewed through 12/31/11)
6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through 12/31/11)

Purchase Price	Approved Y/N	Sole Source #
	Yes	71-123106SS (renewed through 12/31/11)
	Yes - CO 383-2010	98-123110SS (renewed through 12/31/11)
	Yes	13-123102 (renewed through 12/31/11)
	Yes	81-123108SS (renewed through 12/31/11)
	Yes	84-123109SS (renewed through 12/31/11)
	Yes - C.O. 41-2008	79-123108SS (renewed through 12/31/11)
\$4,320 training and certification for four operators	Yes	47-123104 (renewed through 12/31/11)
	State Contract C800664001	02-073102 (Renewed through 12/31/11)
	Yes, C.O. 375-2010	97-123110SS (renewed through 12/31/11)
\$4,500.00	C.O. 232-2011	104-123111SS

Purchase Price	Approved Y/N	Sole Source #
	Yes	93-123110SS (renewed through 12/31/11)
\$18.48/gallon	240-2010	95-123110SS (renewed through 12/31/11)
	Yes	94-123110SS (renewed through 12/31/11)
\$475/machine, 3 machines for a total of \$1,425	Yes	59-123105 (Renewed through 12/31/11)
	Yes - C.O. 349-2009	88-123109SS (renewed through 12/31/11)
	No	66-123106SS (renewed through 12/31/11)
	Yes - C.O. 47-2003	03-123102 (renewed through 12/31/11)
	Yes	64-123106SS (renewed through 12/31/11)
	Yes - C.O. 66-2008	80-123108SS (renewed through 12/31/11)
	Yes	08-123102 (renewed through 12/31/11)
	Yes	09-010902 (Renewed through 12/31/11)

Purchase Price	Approved Y/N	Sole Source #
	Yes - C.O. 4-2009	86-123109SS (renewed through 12/31/11)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Prosecuting Attorney's Office to dispose of a copier, asset tag 11984. The Prosecuting Attorney's Office will be trading this equipment in for a newer "used" copier.

Done this 24th day of January, 2012

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 1/4/12

FIXED ASSET TAG NUMBER: 11984

DESCRIPTION: Gestetner 3025, serial # 1B99840071

REQUESTED MEANS OF DISPOSAL: Trade in on newer "used" copier from bid 49-08NOV11 - Copier Maintenance. Vendor, Sumner Group Inc., dba Image Technologies a Division of Datamax, agrees to provide copier maintenance (low bid) if they can trade out this high copy count machine with a used Kyocera.

OTHER INFORMATION:

CONDITION OF ASSET: High copy count

REASON FOR DISPOSITION: The copier was no longer under contract for maintenance. Vendor offered a trade in order to provide a bid on maintenance.

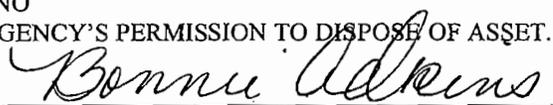
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Image Technologies will pick up when they install the Kyocera

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2630

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/9/1999

RECEIPT INTO 2630-3835 (trade-in)

ORIGINAL COST 8,327.15

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2747

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1601

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

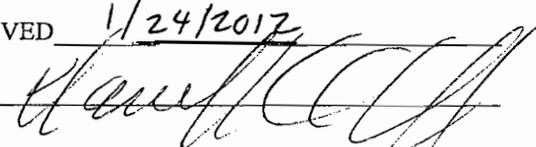
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 26-2012

DATE APPROVED 1/24/2012

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to amend the budget for the October through December 2011 portion of the VOCA grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1262	3411	Victim Witness	Federal Grant Reimbursement		11,423.00
1262	10100	Victim Witness	Salary and Wages		11,423.00
1262	10200	Victim Witness	FICA		874.00
1262	10300	Victim Witness	Health Insurance		1,188.00
1262	10325	Victim Witness	Disability Insurance		37.00
1262	10350	Victim Witness	Life Insurance		13.00
1262	10375	Victim Witness	Dental Insurance		89.00
1262	10400	Victim Witness	Workers Comp Insurance		30.00
1262	10500	Victim Witness	401 (A) Match Plan		105.00

Done this 24th day of January, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Budget Amendment for October 1 - December 31, 2011
 VOCA Grant 10/1/11 - 9/30/13
 Total Award \$65,031.72

Hours	Hourly Rate	Budget Amount		FICA Acct 10200	Health Insurance Acct 10300	Disability Insurance Acct 10325	Life Insurance Acct 10350	Dental Insurance Acct 10375	Workers' Comp Insurance Acct 10400	401 (A) Match Plan Acct 10500	Total
		Salary & Wages Acct 10100									
480	19.52	9,340		715	1188	37	13	89	30	105	11,517
250	8.33	2,083		159							2,242
		11,423		874	1,188	37	13	89	30	105	13,759

Victim Specialist
 Case Specialist

Caryn – Attached is the original budget for the VOCA grant # 2009-VOCA-099-OS that I printed from the Webgrants on line system. The Commission Order to accept this grant is #403-2011 dated 9/29/11. The Department of Public Safety sent me official notice that this grant was “Underway” on 11/30/11 and I was then able to request reimbursements on line for the expenses beginning 10/1/11. They sent me notice of the VAWA award amount on 12/2/11. The Commission order to accept that award is #504-2011 dated 12/8/11. Hopefully they will get that grant “Underway” more quickly than the VOCA grant.

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Aleshia Marso	Victim Specialist	Retained	FT	\$1,561.60	26.0	100.0	\$40,601.60	0	\$0.00	\$40,601.60
Jessica Watson	Victim Assistant	Retained	FT	\$1,160.80	26.0	47.7	\$14,396.24	100.0	\$14,396.24	\$0.00
Mark Koch	Case Specialist	Retained	PT	\$939.62	26.0	100.0	\$24,430.12	0	\$0.00	\$24,430.12
							\$79,427.96		\$14,396.24	\$65,031.72

Aleshia’s salary will be transferred to the VAWA grant as of January 1, 2012. The salary that was budgeted for her for 1/1/2012 – 9/30/2012 will be added to the Case Specialist position for the 2nd year of the grant. If you need further clarification, please let me know.

Thank you for your help!

FY 2011
Budget Amendments/Revisions
Victim Witness (1262)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	10/31/2011	1123	86800	Emergency	Emergency				
		1262	84700	Victim Witness	Witness Expenses	7,500	10,500	Cover costs of trial expenses	
2	12/15/2011	1262	3411	Victim Witness	Federal Grant Reimburse	11,423		Amend budget for Oct-Dec '11 portion of grant award	
		1262	10100	Victim Witness	Salaries & Wages	11,423			
		1262	10200	Victim Witness	FICA	874			
		1262	10300	Victim Witness	Health Insurance	1,188			
		1262	10325	Victim Witness	Disability Insurance	37			
		1262	10350	Victim Witness	Life Insurance	13			
		1262	10375	Victim Witness	Dental Insurance	89			
		1262	10400	Victim Witness	Workers Comp	30			
		1262	10500	Victim Witness	401 (a) Match Plan	105			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 24th day of January 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, January 26, 2012, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 24th day of January, 2012.

ATTEST:

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

[Signature]
Darrel K. Atwill
Presiding Commissioner
[Signature]
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner