

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

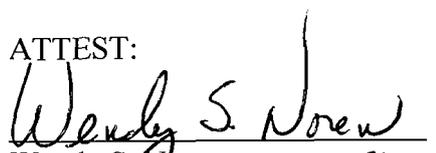
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 40-03SEP14 – Guardrail New Installation and Repair Term & Supply to James H. Drew Corporation of Sedalia, MO.

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

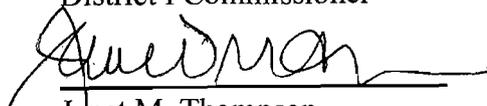
Done this 6th day of October, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: September 22, 2014
RE: 40-03SEP14 – Guardrail New Installation and Repair Term & Supply

40-03SEP14 – Guardrail New Installation and Repair Term & Supply opened on September 3, 2014. One bid was received and Public Works recommends award to James H. Drew Corporation of Sedalia, MO. This is a term and supply contract beginning January 1, 2015 and ending December 31, 2015 with 2 optional 1-year renewals. Invoices will be paid from department 2040 – Public Works Maintenance Operations, account 71100 – Outside Services. \$10,000.00 was budgeted for this contract in 2014.

ATT: Bid Tabulation

cc: Chet Dunn, Public Works
Bid File

BID TABULATION 40-
03SEP14 - Guard Rail New
Installation and Repair Term
and Supply

James H Drew Corporation			
Item #	Description	Qty	Unit Price
4.13.1.	Mobilization-Each Work Order	1	\$475.00
Type A Guardrail			
4.13.2.	New Installation - 12.5 Foot Beam	1	\$95.00
4.13.3.	Repair - Remove and Replace 12.5 Foot Beam	1	\$135.00
4.13.4.	New Installation - 12.5 Foot Radius Beam, Concave or Convex	1	\$185.00
4.13.5.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	1	\$225.00
4.13.6.	New Installation - 6-foot Steel Post	1	\$50.00
4.13.7.	Repair - Remove and Replace 6-foot Steel Post	1	\$75.00
4.13.8.	New Installation - 9-foot Steel Post	1	\$73.00
4.13.9.	Repair - Remove and Replace 9-foot Steel Post	1	\$100.00
4.13.10.	New Installation - 6-foot Wood Post	1	\$75.00
4.13.11.	Repair - Remove and Replace 6-foot Wood Post	1	\$95.00
4.13.12.	Repair - Realign and Use Existing Post	1	\$14.00
4.13.13.	New Installation - 8-inch x 6-inch x 14-inch Wood Block	1	\$16.00
4.13.14.	Repair - remove and Replace 8-inch x 6-inch x 14-inch Wood Block	1	\$20.00

4.13.15.	New Installation – End Section	1	\$40.00
4.13.16.	Repair - Remove and Replace End Section	1	\$45.00
4.13.17.	New Installation – Terminal Connector	1	\$60.00
4.13.18.	Repair - Remove and Replace Terminal Connector	1	\$80.00
4.13.19.	New Installation – Install Post in Solid Rock or Through Concrete	1	\$120.00
4.13.20.	Repair - Install Post in Solid Rock or Through Concrete	1	\$155.00
Type E Guardrail			
4.13.21.	New Installation – 12.5-foot Thrie Beam Rail	1	\$148.00
4.13.22.	Repair - Remove and Replace 12.5- foot Thrie Beam Rail	1	\$168.00
4.13.23.	New Installation – 6-foot Steel Post	1	\$50.00
4.13.24.	Repair - Remove and Replace 6-foot Steel Post	1	\$75.00
4.13.25.	New Installation – 9-foot Steel Post	1	\$73.00
4.13.26.	Repair - Remove and Replace 9-foot Steel Post	1	\$100.00
4.13.27.	New Installation – 6-foot Wood Post	1	\$75.00
4.13.28.	Repair - Remove and Replace 6-foot Wood Post	1	\$95.00
4.13.29.	Repair - Realign and Use Existing Post	1	\$14.00
4.13.30.	New Installation – 8-inch x 6-inch x 21- inch Wood Block	1	\$25.00
4.13.31.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	1	\$30.00

Type E Guardrail (continued)

4.13.32.	New Installation – Thrie Beam Terminal Connector	1	\$85.00
4.13.33.	Repair - Remove and Replace Thrie Beam Terminal Connector	1	\$95.00
4.13.34.	New Installation – Install Post in Solid Rock or Through Concrete	1	\$120.00
4.13.35.	Repair - Install Post in Solid Rock or Through Concrete	1	\$155.00
End Terminal			
4.13.36.	New Installation – Type A Crashworthy End Terminal	1	\$2,200.00
4.13.37.	Repair - Remove and Replace Type A Crashworthy End Terminal	1	\$2,375.00
4.13.38.	New Installation – Type A Flared Crashworthy End Terminal	1	\$2,150.00
4.13.39.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	1	\$2,300.00
4.13.40.	New Installation – Type B Crashworthy End Terminal	1	\$4,030.00
4.13.41.	Repair - Remove and Replace Type B Crashworthy End Terminal	1	\$4,200.00
4.13.42.	New Installation – Type C Crashworthy End Terminal	1	\$14,000.00
4.13.43.	Repair - Remove and Replace Type C Crashworthy End Terminal	1	\$14,685.00
4.13.44.	Repair - Miscellaneous Type B or C Terminal Removal	1	\$1,850.00
4.13.45.	New Installation – Type W Beam End Section	Page 3	\$40.00

4.13.46.	Repair - Remove and Replace Type W Beam End Section	1	\$45.00
Anchor			
4.13.47.	New Installation - End Anchor	1	\$775.00
4.13.48.	Repair - Remove and Replace End Anchor	1	\$845.00
4.13.49.	New Installation - Embedded Guardrail Anchor	1	\$1,390.00
4.13.50.	Repair - Remove and Replace Embedded Guardrail Anchor	1	\$1,565.00
4.13.51.	New Installation - Rock Face Guardrail Anchor	1	\$670.00
4.13.52.	Repair - Remove and Replace Rock Face Guardrail Anchor	1	\$820.00
4.13.53.	New Installation - Thrie Beam Bridge Anchor Section	1	\$1,615.00
4.13.54.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	1	\$1,760.00
Transition Section			
4.13.55.	New Installation - Transition Section	1	\$370.00
4.13.56.	Repair - Remove and Replace Transition Section	1	\$450.00
4.13.57.	New Installation - 6-foot Post	1	\$53.00
4.13.58.	Repair - Remove and Replace 6-foot Post	1	\$78.00
4.13.59.	New Installation - 9-foot Post	1	\$73.00
4.13.60.	Repair - Remove and Replace 9-foot Post	1	\$100.00

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4.13.61.	New Installation -- 6-inch x 8-inch x 72- inch Wood Post 1-4	1	\$70.00
4.13.62.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	1	\$90.00
4.13.63.	New Installation -- 6-inch x 8-inch x 72- inch Wood Post 5-8	1	\$75.00
4.13.64.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	1	\$95.00
4.13.65.	New Installation -- 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.13.66.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.13.67.	New Installation -- 25-foot Deep Beam Rail	1	\$180.00
4.13.68.	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$220.00
4.13.69.	New Installation -- Steel Foundation Tube with Soil Plate	1	\$200.00
4.13.70.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
4.13.71.	New Installation -- 25-foot Deep Beam Rail Punched for Extruder	1	\$285.00
4.13.72.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	\$325.00
4.13.73.	New Installation -- New Guardrail Extruder	1	\$665.00
4.13.74.	Repair - Remove and Replace with a New Guardrail Extruder	1	\$705.00
4.13.75.	Repair - Remove and Replace with a Used Guardrail Extruder	Page 5	\$135.00

4.13.76.	New Installation – Offset Strut	1	\$72.00
4.13.77.	Repair - Remove and Replace Offset Strut	1	\$92.00
4.13.78.	New Installation Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$155.00
4.13.79.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$175.00
BEST			
4.13.80.	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$110.00
4.13.81.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$150.00
4.13.82.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-7	1	\$75.00
4.13.83.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	1	\$95.00
4.13.84.	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.13.85.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.13.86.	New Installation – 25-foot Deep Beam Rail	1	\$180.00
4.13.87.	Repair - Remove and Replace 25-foot Deep Beam Rail	1	\$220.00

BEST (continued)

4.13.88.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	1	\$245.00
4.13.89.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	1	\$285.00
4.13.90.	New Installation – Impact Head	1	\$875.00
4.13.91.	Repair - Remove and Replace a new Impact Head	1	\$915.00
4.13.92.	New Installation – Groundline Strut	1	\$90.00
4.13.93.	Repair - Remove and Replace Groundline Strut	1	\$110.00
4.13.94.	New Installation Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$540.00
4.13.95.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	1	\$560.00
4.13.96.	New Installation – Steel Foundation Tube with Soil Plate	1	\$200.00
4.13.97.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
Miscellaneous			
4.13.98.	New Installation – Object Marker (OM12-1V)	1	\$24.00
4.13.99.	Repair - Remove and Replace Object Marker (OM12-1V)	1	\$24.00

SRT-350			
4.13.100.	New Installation – 6-inch x 8-inch x 45- inch Wood Post 1-2	1	\$110.00
4.13.101.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	1	\$150.00
4.13.102.	New Installation – 6-inch x 8-inch x 72- inch Wood Post 3-9	1	\$75.00
4.13.103.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	1	\$95.00
4.13.104.	New Installation – 6-inch x 8-inch x 14- inch Wood Block	1	\$18.50
4.13.105.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	1	\$22.50
4.13.106.	New Installation – Strut Assembly	1	\$90.00
4.13.107.	Repair - Remove and Replace Strut Assembly	1	\$110.00
4.13.108.	New Installation – First Slotted 12.5- foot Guardrail Panel	1	\$150.00
4.13.109.	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	1	\$190.00
4.13.110.	New Installation – Second Slotted 12.5- foot Guardrail Panel	1	\$140.00
4.13.111.	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	1	\$180.00
4.13.112.	New Installation – Barrier End Nose Piece	1	\$130.00
4.13.113.	Repair - Remove and Replace Barrier End Nose Piece	1	\$164.00
4.13.114.	New Installation – Steel Foundation Tube with Soil Plate	1	\$200.00

SRT-350 (continued)			
4.13.115.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	1	\$240.00
Terminal End Marker			
4.13.116.	New Installation - Type III Black and Yellow Object Marker on End Terminal	1	\$33.00
4.13.117.	Repair - Install Type III Black and Yellow Object Marker on End Terminal	1	\$33.00
Grand Total			\$72,810.00
Experience Sheet			Y
1st Renewal Period Increase			2%
2nd Renewal Period Increase			3%
Coop?			Y

**PURCHASE AGREEMENT
FOR GUARDRAIL NEW INSTALLATION AND REPAIR
TERM AND SUPPLY**

THIS AGREEMENT dated the 6th day of October 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **James H. Drew Corporation**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Guardrail New Installation and Repair**, bid number **40-03SEP14** any applicable addenda, Work Authorization Certification, Certification Regarding Debarment, Annual Wage Order No. 21, Boone County Standard Terms and Conditions and the Contractor's bid response dated **September 2, 2014** and executed by **Gregory A. Peck** 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 Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2015** and continue through **December 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional two (2) one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements 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.

472-2014

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

7. **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.

8. **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:

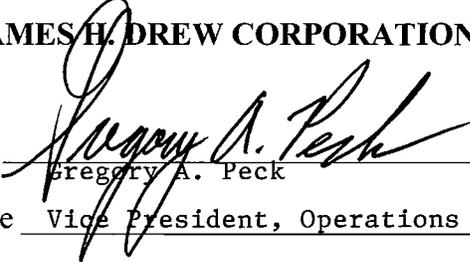
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

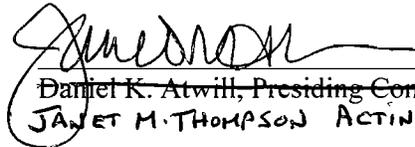
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

JAMES H. DREW CORPORATION

BOONE COUNTY, MISSOURI

by: Boone County Commission

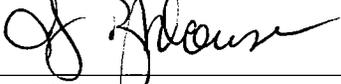
by 
Gregory A. Peck
title Vice President, Operations


~~Daniel K. Atwill, Presiding Commissioner~~
JANET M. THOMPSON ACTING PRESIDING COMMISSIONER

address 8701 ZIONSVILLE ROAD
INDIANAPOLIS, IN 46268

APPROVED AS TO FORM:

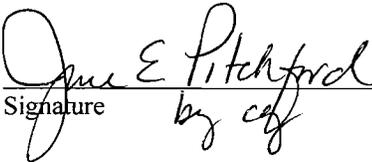
ATTEST:


C.J. Dykhouse, County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature by cef

9/23/14
Date

2040/71100 Term/Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

NOTEPAD

INSURED'S NAME James H. Drew Corporation

DREWJHC

OP ID: LK

PAGE 2

Date 09/18/2014

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:
ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:
Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide Tobias Insurance Group with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by Tobias Insurance Group should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

Tobias Insurance Group has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

4. Response Form

- 4.1. Company Name: JAMES H. DREW CORPORATION
- 4.2. Address: 8701 ZIONSVILLE ROAD
- 4.3. City/Zip: INDIANAPOLIS, IN 46268
- 4.4. Phone Number: 317-876-3739
- 4.5. Fax Number: 317-876-3829
- 4.6. E-Mail Address: GPeck@jameshdrew.com
- 4.7. Federal Tax ID: 35-0821499

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

4.8. Prompt Payment Terms: NET 30 DAYS

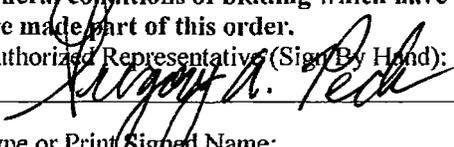
4.9. Will you accept automated clearinghouse (ACH) for payment of invoices?
YES

4.10. **PRICING** – The bidder must complete the following pages in their entirety. Bid prices must include any and all labor, parts, and material required to perform the new construction and repairs described in Section 2 of this bid request. This includes the removal and disposal of existing damaged structure. This contract shall be for new construction and repair services on an as needed basis as requested by the County. The bid quantities are estimated based on new installations and previous repairs completed by the County. The County may vary on the quantity of each bid item throughout the contract period based upon need. Some bid items may not be utilized while other items may be required more than once.

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

4.10.1.1. 2 % 1st Renewal Period 3 % 2nd Renewal Period

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.**

4.11.1. Authorized Representative (Sign/By Hand):


4.11.2. Type or Print Signed Name:
Gregory A. Peck, V.P. Operations

4.11.3. Today's Date: SEPTEMBER 2, 2014

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

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.13.1.	Mobilization-Each Work Order	LS	1	\$ 475.00	\$ 475.00
Type A Guardrail					
4.13.2.	New Installation - 12.5 Foot Beam	EACH	1	\$ 95.00	\$ 95.00
4.13.3.	Repair - Remove and Replace 12.5 Foot Beam	EACH	1	\$ 135.00	\$ 135.00
4.13.4.	New Installation - 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 185.00	\$ 185.00
4.13.5.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$ 225.00	\$ 225.00
4.13.6.	New Installation - 6-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.13.7.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 75.00	\$ 75.00
4.13.8.	New Installation - 9-foot Steel Post	EACH	1	\$ 73.00	\$ 73.00
4.13.9.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 100.00	\$ 100.00
4.13.10.	New Installation - 6-foot Wood Post	EACH	1	\$ 75.00	\$ 75.00
4.13.11.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 95.00	\$ 95.00
4.13.12.	Repair - Realign and Use Existing Post	EACH	1	\$ 14.00	\$ 14.00
4.13.13.	New Installation - 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 16.00	\$ 16.00
4.13.14.	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$ 20.00	\$ 20.00
4.13.15.	New Installation - End Section	EACH	1	\$ 40.00	\$ 40.00
4.13.16.	Repair - Remove and Replace End Section	EACH	1	\$ 45.00	\$ 45.00
4.13.17.	New Installation - Terminal Connector	EACH	1	\$ 60.00	\$ 60.00
4.13.18.	Repair - Remove and Replace Terminal Connector	EACH	1	\$ 80.00	\$ 80.00
4.13.19.	New Installation - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 120.00	\$ 120.00
4.13.20.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 155.00	\$ 155.00
Type E Guardrail					
4.13.21.	New Installation - 12.5-foot Thrie Beam Rail	EACH	1	\$ 148.00	\$ 148.00
4.13.22.	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	EACH	1	\$ 168.00	\$ 168.00
4.13.23.	New Installation - 6-foot Steel Post	EACH	1	\$ 50.00	\$ 50.00
4.13.24.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$ 75.00	\$ 75.00
4.13.25.	New Installation - 9-foot Steel Post	EACH	1	\$ 73.00	\$ 73.00
4.13.26.	Repair - Remove and Replace 9-foot Steel Post	EACH	1	\$ 100.00	\$ 100.00
4.13.27.	New Installation - 6-foot Wood Post	EACH	1	\$ 75.00	\$ 75.00
4.13.28.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$ 95.00	\$ 95.00

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
Type E Guardrail (continued)					
4.13.29.	Repair - Realign and Use Existing Post	EACH	1	\$ 14.00	\$ 14.00
4.13.30.	New Installation – 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 25.00	\$ 25.00
4.13.31.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$ 30.00	\$ 30.00
4.13.32.	New Installation – Thrie Beam Terminal Connector	EACH	1	\$ 85.00	\$ 85.00
4.13.33.	Repair - Remove and Replace Thrie Beam Terminal Connector	EACH	1	\$ 95.00	\$ 95.00
4.13.34.	New Installation – Install Post in Solid Rock or Through Concrete	EACH	1	\$ 120.00	\$ 120.00
4.13.35.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$ 155.00	\$ 155.00
End Terminal					
4.13.36.	New Installation – Type A Crashworthy End Terminal	EACH	1	\$ 2,200.00	\$ 2,200.00
4.13.37.	Repair - Remove and Replace Type A Crashworthy End Terminal	EACH	1	\$ 2,375.00	\$ 2,375.00
4.13.38.	New Installation – Type A Flared Crashworthy End Terminal	EACH	1	\$ 2,150.00	\$ 2,150.00
4.13.39.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	EACH	1	\$ 2,300.00	\$ 2,300.00
4.13.40.	New Installation – Type B Crashworthy End Terminal	EACH	1	\$ 4,030.00	\$ 4,030.00
4.13.41.	Repair - Remove and Replace Type B Crashworthy End Terminal	EACH	1	\$ 4,200.00	\$ 4,200.00
4.13.42.	New Installation – Type C Crashworthy End Terminal	EACH	1	\$14,000.00	\$14,000.00
4.13.43.	Repair - Remove and Replace Type C Crashworthy End Terminal	EACH	1	\$14,685.00	\$14,685.00
4.13.44.	Repair - Miscellaneous Type B or C Terminal Removal	EACH	1	\$ 1,850.00	\$ 1,850.00
4.13.45.	New Installation – Type W Beam End Section	EACH	1	\$ 40.00	\$ 40.00
4.13.46.	Repair - Remove and Replace Type W Beam End Section	EACH	1	\$ 45.00	\$ 45.00
Anchor					
4.13.47.	New Installation – End Anchor	EACH	1	\$ 775.00	\$ 775.00
4.13.48.	Repair - Remove and Replace End Anchor	EACH	1	\$ 845.00	\$ 845.00
4.13.49.	New Installation – Embedded Guardrail Anchor	EACH	1	\$ 1,390.00	\$ 1,390.00
4.13.50.	Repair - Remove and Replace Embedded Guardrail Anchor	EACH	1	\$ 1,565.00	\$ 1,565.00
4.13.51.	New Installation – Rock Face Guardrail Anchor	EACH	1	\$ 670.00	\$ 670.00
4.13.52.	Repair - Remove and Replace Rock Face Guardrail Anchor	EACH	1	\$ 820.00	\$ 820.00

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.13.53.	New Installation – Thrie Beam Bridge Anchor Section	EACH	1	\$1,615.00	\$ 1,615.00
4.13.54.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	EACH	1	\$1,760.00	\$ 1,760.00
Transition Section					
4.13.55.	New Installation – Transition Section	EACH	1	\$ 370.00	\$ 370.00
4.13.56.	Repair - Remove and Replace Transition Section	EACH	1	\$ 450.00	\$ 450.00
4.13.57.	New Installation – 6-foot Post	EACH	1	\$ 53.00	\$ 53.00
4.13.58.	Repair - Remove and Replace 6-foot Post	EACH	1	\$ 78.00	\$ 78.00
4.13.59.	New Installation – 9-foot Post	EACH	1	\$ 73.00	\$ 73.00
4.13.60.	Repair - Remove and Replace 9-foot Post	EACH	1	\$ 100.00	\$ 100.00
ET 2000					
4.13.61.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 70.00	\$ 70.00
4.13.62.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 1-4	EACH	1	\$ 90.00	\$ 90.00
4.13.63.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 75.00	\$ 75.00
4.13.64.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 5-8	EACH	1	\$ 95.00	\$ 95.00
4.13.65.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.13.66.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 22.50	\$ 22.50
4.13.67.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 180.00	\$ 180.00
4.13.68.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 220.00	\$ 220.00
4.13.69.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
4.13.70.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
4.13.71.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 285.00	\$ 285.00
4.13.72.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 325.00	\$ 325.00
4.13.73.	New Installation – New Guardrail Extruder	EACH	1	\$ 665.00	\$ 665.00
4.13.74.	Repair - Remove and Replace with a New Guardrail Extruder	EACH	1	\$ 705.00	\$ 705.00
4.13.75.	Repair - Remove and Replace with a Used Guardrail Extruder	EACH	1	\$ 135.00	\$ 135.00
4.13.76.	New Installation – Offset Strut	EACH	1	\$ 72.00	\$ 72.00
4.13.77.	Repair - Remove and Replace Offset Strut	EACH	1	\$ 92.00	\$ 92.00
4.13.78.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 155.00	\$ 155.00

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.13.79.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 175.00	\$ 175.00
BEST					
4.13.80.	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 110.00	\$ 110.00
4.13.81.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 150.00	\$ 150.00
4.13.82.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 75.00	\$ 75.00
4.13.83.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-7	EACH	1	\$ 95.00	\$ 95.00
4.13.84.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.13.85.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 22.50	\$ 22.50
4.13.86.	New Installation – 25-foot Deep Beam Rail	EACH	1	\$ 180.00	\$ 180.00
4.13.87.	Repair - Remove and Replace 25-foot Deep Beam Rail	EACH	1	\$ 220.00	\$ 220.00
4.13.88.	New Installation – 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 245.00	\$ 245.00
4.13.89.	Repair - Remove and Replace 25-foot Deep Beam Rail Punched for Extruder	EACH	1	\$ 285.00	\$ 285.00
4.13.90.	New Installation – Impact Head	EACH	1	\$ 875.00	\$ 875.00
4.13.91.	Repair - Remove and Replace a new Impact Head	EACH	1	\$ 915.00	\$ 915.00
4.13.92.	New Installation – Groundline Strut	EACH	1	\$ 90.00	\$ 90.00
4.13.93.	Repair - Remove and Replace Groundline Strut	EACH	1	\$ 110.00	\$ 110.00
4.13.94.	New Installation – Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 540.00	\$ 540.00
4.13.95.	Repair - Remove and Replace Cable Assembly including Pipe Sleeve, Bearing Plate, and Cable Anchor	EACH	1	\$ 560.00	\$ 560.00
4.13.96.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
4.13.97.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
Miscellaneous					
4.13.98.	New Installation – Object Marker (OM12-IV)	EACH	1	\$ 24.00	\$ 24.00
4.13.99.	Repair - Remove and Replace Object Marker (OM12-IV)	EACH	1	\$ 24.00	\$ 24.00
SRT-350					
4.13.100.	New Installation – 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 110.00	\$ 110.00
4.13.101.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$ 150.00	\$ 150.00

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.13.102.	New Installation – 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 75.00	\$ 75.00
4.13.103.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$ 95.00	\$ 95.00
4.13.104.	New Installation – 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 18.50	\$ 18.50
4.13.105.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$ 22.50	\$ 22.50
4.13.106.	New Installation – Strut Assembly	EACH	1	\$ 90.00	\$ 90.00
4.13.107.	Repair - Remove and Replace Strut Assembly	EACH	1	\$ 110.00	\$ 110.00
4.13.108.	New Installation – First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 150.00	\$ 150.00
4.13.109.	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 190.00	\$ 190.00
4.13.110.	New Installation – Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 140.00	\$ 140.00
4.13.111.	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$ 180.00	\$ 180.00
4.13.112.	New Installation – Barrier End Nose Piece	EACH	1	\$ 130.00	\$ 130.00
4.13.113.	Repair - Remove and Replace Barrier End Nose Piece	EACH	1	\$ 164.00	\$ 164.00
4.13.114.	New Installation – Steel Foundation Tube with Soil Plate	EACH	1	\$ 200.00	\$ 200.00
4.13.115.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$ 240.00	\$ 240.00
Terminal End Marker					
4.13.116.	New Installation – Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 33.00	\$ 33.00
4.13.117.	Repair - Install Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$ 33.00	\$ 33.00
Grand Total					\$ 72,810.00

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: MISSOURI DEPARTMENT OF TRANSPORTATION
Address: 111 FRANCIS DRIVE
TROY, MO 63379
Contact Name: SANDY JUMP
Telephone Number: 636-528-3168

Date of Contract:
Length of Contract:

Description of Prior Services (include dates): MAINTENANCE CONTRACT - 2013

2. Prior Services Performed for:

Company Name: GREENE COUNTY PURCHASING DEPARTMENT
Address:
Contact Name: MELISSA DENNEY
Telephone Number: 417-868-4013

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

GUARDRAIL INSTALLATION, REPAIR, & MAINTENANCE - 2012 - 2014

3. Prior Services Performed for:

Company Name: MISSOURI DEPARTMENT OF TRANSPORTATION
Address: MACON, MO
Contact Name: ROCHELLE MARTENS
Telephone Number: 660-385-8240

Date of Contract:
Length of Contract:

Description of Prior Services (include dates): MAINTENANCE CONTRACT - 2014

(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).

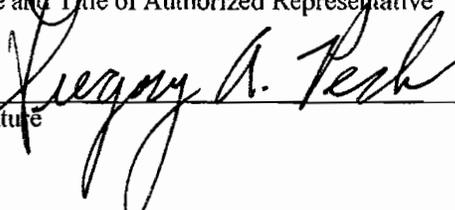
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Gregory A. Peck, Vice President, Operations

Name and Title of Authorized Representative

Signature



SEPTEMBER 2, 2014

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eyJd4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

Company ID Number: 36665

ARTICLE I

PURPOSE AND AUTHORITY

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 36665

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

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

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

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

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

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

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

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

Employer James H Drew Corporation

Annle Haley

Name (Please type or print)

Signature

Manager, Guardrail Operations

Title

11/30/2006

Date

Department of Homeland Security - Verification Division

Company ID Number: 36665

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

11/30/2006

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Request for Bid (RFB)

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

Amy Robbins Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **40-03SEP14**
Commodity Title: **Guardrail-New Installation and Repair Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 3, 2014**
Time: **1:30 P.M. CST (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: **The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the south Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Wednesday, September 3, 2014**
Time: **1:30 P.M. CST**
Location / Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
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**
 - Exhibit A-Prior Experience**
 - Debarment Certification**
 - Instructions for Compliance with House Bill 1549**
 - **Work Authorization Certification**
 - **Certification of Individual Bidder**
 - **Affidavit (Individual Bidder)**
 - Prevailing Wage – Annual Wage Order 21**
 - Affidavit of Compliance with Prevailing Wage Laws**
 - Affidavit of Compliance with OSHA**
 - 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.
Mobilization -- the activation of Contractor's physical and manpower resources in Boone County. There will be one mobilization charge allowed for each series of work in Boone County, which may involve multiple work sites in Boone County. If County proposes additional work sites while Contractor is already mobilized in Boone County, and Contractor agrees to perform on the same, there will only be one mobilization charge for that entire series of work.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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 in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be

seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2015 through December 31, 2015** and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Guardrail-New Installation and Repair Services** to various locations throughout Boone County, Missouri.
 - 2.1.1. The contract includes line items on the Response Form to install new, repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals along County maintained roads. The quantities required by the County may vary throughout the contract period depending on the needs of the County. Some of the identified line items may not be utilized at all during the contract period while others may be utilized more than once.
 - 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.6. **SCOPE OF WORK**
 - 2.6.1. The Contractor shall provide guardrail and end terminal installation, repair and replacement on an as needed basis in response to new projects, vehicle damage and similar sudden occurrence, such as physical damage by the elements. For repairs, the Contractor shall remove all damaged components from the existing structure and repair the structure to specified standards. The Contract will be implemented by the County on an as needed basis throughout the life of the Contract.
 - 2.7. **SUB-CONTRACTORS**
 - 2.7.1. No subcontractors shall be used without prior written approval of the Maintenance Operations Manager.
 - 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
 - 2.8.1. The Contractor to whom the guardrail services contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Exhibit A is attached for the purpose of listing previous work experience.
 - 2.8.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 2.8.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
 - 2.8.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
 - 2.8.5. The Contractor will be responsible for obtaining any and all required permits. The County shall not be

responsible for the cost of any such permits.

2.9. TECHNICAL SPECIFICATIONS

- 2.9.1. **Specifications** – The bid is set up on a term and supply basis. The contract shall include new installation, removal and disposal of the damaged guardrail materials and installation of guardrail and associated materials. The contract will also include the purchase and delivery of the guardrail and associated materials necessary to repair the structure.
- 2.9.2. **Mobilization** – This item shall include the work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from Boone County. Mobilization shall be a lump sum cost for each work order. (The work order may consist of more than one work site.)
- 2.9.3. **New Installation** – The Contractor shall install only new components, material, hardware, or other appurtenance as designated in the work order. Contractor shall pay no less than the current Prevailing Wage Determination in force at the time of this bid or most recent contract renewal date. (See attached current Annual Wage Order 21.)
- 2.9.4. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated in the work order. The Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system as designated by the County.
- 2.9.5. **Realigning Posts** – Undamaged posts that are out of alignment shall be realigned. Any voids around the posts shall be securely backfilled with cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped.
- 2.9.6. **Driving Replacement Posts and Foundation Tubes** – Replacement post or foundation tube may be placed in the same hole as the removed damaged post or tube. The hole shall first be backfilled with a cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped before driving the replacement post or tube.
- 2.9.7. **Terminal End Marker** – The Contractor shall furnish and install a modified Type III black and yellow object marker on repair of crashworthy end terminals located 12 feet or less from the edge of the roadway.
- 2.9.8. **Blocks** – The Contractor shall use 8-inch x 6-inch x 14-inch wood guardrail blocks for new Type A guardrail installations and installations requiring both post and block. The Contractor may use 6-inch x 6-inch x 14-inch wood blocks for existing locations requiring only block replacement. All existing Type E guardrail installation required guardrail block replacement shall use 8-inch x 6-inch x 21-inch wood blocks.
- 2.9.9. **Work Orders** – The Contractor will receive a written work order from the County directing the type and date of work to be performed at each location. The work order may consist of more than one site requiring repair. The work order will be supplied to the Contractor by fax unless other arrangements are agreed upon. The Contractor shall confirm receipt of each work order by the same means as issued. The Contractor shall complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.
- 2.10. **GENERAL CONDITIONS**
- 2.10.1. **Estimated Usage:** This Contract shall be for New Installation and Repair Services for Guardrail on an as needed basis as requested by the County. Based on past usage, the estimated total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.10.2. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within 10 days after such written notice.
- 2.11. **CONTRACTOR'S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.11.1. **Work Hours** - Contractor shall provide unlimited service during normal business hours. Normal

business hours are Monday – Friday, 7 a.m. to 5 p.m., excluding holidays. Emergency repair and night repair are not a part of this bid.

- 2.11.2. **Equipment/Safety** - The safety of the Contractor’s employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.3. **Traffic Control** – The Contractor shall be responsible for providing traffic control at each site. If possible, the Contractor shall maintain at least one lane of traffic open during repair operations. Any road closures must be approved in advance by the County.
- 2.11.4. **Utilities** – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.11.4.1. **Overhead Line Protection** - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.11.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County’s final inspection and written approval.
- 2.11.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.11.7. **Prevailing Wage – Shall apply to new installation only**, all other work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.11.7.1. The new installation portion of this contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.11.7.2. 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.
- 2.11.7.3. 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.
- 2.11.8. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to

- the County prior to contract acceptance.
- 2.11.9. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
 - 2.11.10. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
 - 2.11.11. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
 - 2.11.12. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
 - 2.12. **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.
 - 2.12.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
 - 2.12.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
 - 2.12.3. 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 OSHA Training Requirements.
 - 2.13. **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.
 - 2.13.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
 - 2.13.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life

of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$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.
- 2.13.4. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.13.5. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.13.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.14. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend

the County of Boone from its own negligence.

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

- 2.15. **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.
- 2.16. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.16.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.16.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.16.3. **Invoices** - The County's contract number must appear on the invoice.
- 2.16.4. **Billing and Payment** - Payment for Guardrail Repair Services shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used and the total hours for each material shall accompany the invoice. Monthly statement should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.16.4.1. **ACH Payment** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.16.5. **Pricing** - Contract will be awarded on a firm price for the **initial period ending on December 31, 2015**. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.16.6. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.17. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymo.org.
- 2.18. **DESIGNEE:** Manager, Road Maintenance Operations
Boone County Public Works
5551 Tom Bass Rd., Columbia, MO 65201; Phone: (573) 449-8515
- 2.19. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com/purchasing.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 010

BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$31.66	55	60	\$20.11
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.38	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator			\$34.26	43	45	\$5.00 + 37.5%
Groundman			\$26.49	43	45	\$5.00 + 37.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker			\$27.91	11	8	\$22.04
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	88	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$28.05	12	4	\$14.19
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

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

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

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

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

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

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

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

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

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

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman)		\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator		\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman		\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oilier-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.85
Group IV	6/14	\$28.79	22	19	\$11.65

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



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Indianapolis, IN 46268

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Charter No. F00015150

Domesticity Foreign

Home State IN

Registered Agent C T CORPORATION SYSTEM
120 South Central Ave.
Clayton, MO 63105

Status Good Standing

Date Formed 4/25/1963

Duration Perpetual

Report Due 4/30/2015

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

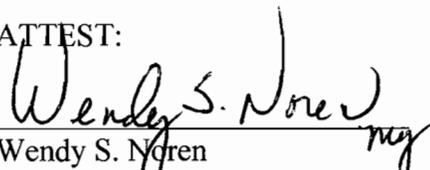
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 34-29JUL14 – Vehicle Preventative Maintenance Term & Supply to BORE/MPC LLC, dba Big O Tires as the Primary vendor and MFA Petroleum Company, dba Jiffy Lube as the Secondary vendor.

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

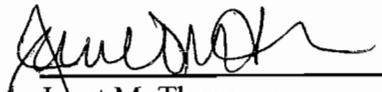
Done this 6th day of October, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner

473-2014

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: September 23, 2014
RE: 34-29JUL14 – Vehicle Preventative Maintenance Term & Supply

34-29JUL14 – Vehicle Preventative Maintenance Term & Supply opened on January 22, 2014. Three bids were received. The Sheriff Department and Public Works recommend award by low bid to BORE/MPC LLC, dba Big O Tires as Primary vendor and MFA Petroleum Company, dba Jiffy Lube as Secondary vendor.

This is a term and supply contract and invoices will be paid from departments 1251 Sheriff, 12566 Corrections and 1256 Sheriff/Corr. Bldg HK Maintenance, account 59100 – Vehicle Repairs & Maintenance. \$58,000.00 was budgeted for these services for 2015.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Chad Martin, Sheriff Dept.
Leasa Quick, Sheriff Dept.
Greg Edington, Public Works
Bid File

473-2014

34-29JUL14 - Vehicle Preventative Maintenance Term and Supply

4.7 BID TABULATION PRICING		BORE/MPC LLC d/b/a/ Big O Tire (Columbia, MO)			MFA Oil d/b/a Jiffy Lube (Columbia, MO)			Bob McCosh Chevrolet Buick GMC Cadillac, Inc. (Columbia, MO)		
DESCRIPTION	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	
4.8.1 Maintenance Cost Per Vehicle Per Visit using 5 Qts of Oil	\$22.50	-	-	\$27.95	\$28.45	\$28.95	49.95 *Pricing for services includes tire rotations	-	-	
4.8.2 Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil	\$25.50	-	-	\$29.95	\$30.45	\$30.95	43.95 *Pricing for services includes tire rotations	-	-	
4.8.3 Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil	\$28.50	-	-	\$31.95	\$32.45	\$32.95	47.95 *Pricing for services includes tire rotations	-	-	
4.8.4 Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 qts of 0W-20 Synthetic Oil	\$27.25	-	-	\$33.95	\$34.45	\$34.95	54.95 *Pricing for services includes tire rotations	-	-	
4.8.5 Price Increase Per Qt of DEXOS Oil Used	\$1.25			\$1.50			Same as regular oil			
4.8.6 Tire Rotation	\$2 / wheel (Max of \$8.00)			\$6.25			\$19.95 (Dual Rear wheel is \$26.95 for tire rotation only)			
4.9 Location	2300 Business Loop 70 East Columbia, MO 65205 2915 Peach Tree Dr. Columbia MO			2107 W. Wesley, 18 N. Providence, 1100 E. N. Long, 1101 Paris Rd.						
4.9.1 Appx Necessary (Y or N)	Not Required but helpful			No			No			
4.9.2 Advance Notice Time for Appx	1 hour would be helpful			N/A						
4.9.3 Avg. Wait Time without Appx	15 minutes			5 minutes			45-60 minutes			
4.9.4 Avg. Time to Complete Services	15 minutes			15 minutes			1-1.5 hours			
4.9.5 Other Term & Supplier customers*	GE Capital, PIH, Enterprise Fleet (All processed thru Michelin Tire Corp - Co contract person)			Enterprise - 573-236-8000 Corby, AVE 573-442-6945 Amma Hassan			City of Columbia, Columbia 1 and Care			
4.9.6 Business Hours	7:00 AM - 6:00 PM M-F 7:00 AM-3:00 PM Sat			7:30-6:00 M-F, 7:30-5:00 S, 10:00-6:00 Sun-Worley Only			Mon-Fri 7am-6pm, Sat 7-3			
4.9.9-10 Circumstances for early closing	Extreme snowfall, 20" of snow in 2010			20" of snow and Christmas Eve			Holidays and extreme weather conditions such as 8-10" snow			
4.9.12 0W-20 Synthetic	MFA Full Synthetic Oil			MFA Oil			GM Oil			
4.9.13 5W30	MFA Super HP - Synthetic Blend			MFA Oil			GM Oil			
4.9.14 5W30 Dexos or Equal	MFA 5W30 Dexos			MFA Oil			GM Oil			
4.9.15 10W30	MFA Super HP - Synthetic Blend			MFA Oil			GM Oil			
4.9.16 1W20	MFA Super JHP - Synthetic Blend			MFA Oil			GM Oil			
4.9.17 Transmission Fluid	BG Synthetic Transmission Fluid			MFA Oil			GM Dextron Trans Fluid			
4.9.18 Differential Fluid	BG Products			MFA Oil			GM Lube and BG Additives			
4.9.19 Power Steering Fluid	BG Products			Engle Universal			GM Power steering fluid			
4.9.20 Master Cylinder Fluid	BG Products (Brake Fluid)			N/A			GM Brake Fluid			
4.9.21 Cooling System Fluid	Kendall Universal Anti-Freeze N/A - Batteries are sealed (Interstate Battery)			MFA Oil			Champion Antifreeze			
4.9.22 Battery Fluid	N/A			Distilled Water			N/A			
4.9.23 Oil Filter Manufacturer	FVP Filters (manufactured by IDUSA) (Factory Motor Parts)			Champion Lab			GM A/C Deleer Filter			
4.10 COOP (Yes or No)	Y			Y			Y			

**PURCHASE AGREEMENT
FOR
VEHICLE PREVENTATIVE MAINTENANCE – TERM & SUPPLY
(PRIMARY VENDOR)**

THIS AGREEMENT dated the 6th day of October 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **BORE/MPC LLC, dba Big O Tires**, 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, County of Boone Request for Bid for **Vehicle Preventative Maintenance Term & Supply**, bid number **34-29JUL14**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor’s bid response dated **July 28, 2014** and executed by **Russell L. Coats** 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, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2015 and extend through December 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Vehicle Preventative Maintenance**. 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.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; 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.

473-2014

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

7. 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.

8. 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.

BORE/MPC LLC, dba BIG O TIRES

by *Russell L Coats*

title *Operations Director*

address *2304 Business loop 70 E.*
Columbia Mo 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
~~Daniel K. Atwill, Presiding Commissioner~~

JANET M. THOMPSON, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk *may*

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 Pitchford 9/25/14
Signature Date

1251,1255,1256/59100 Term and Supply

Appropriation Account

4. Response Form

- 4.1. Company Name: BORE/mPC LLC dba Big O Tires
- 4.2. Address: 2304 Business Loop 70 East
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: (573) 442-7271 CELL: (573) 999-4488
- 4.5. Fax Number: (573) 442-7273
- 4.6. Federal Tax ID: 43-1818540

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

4.7. Prompt Payment Terms: _____

4.7.1. Will you accept automated clearinghouse (ACH) for payment of invoices? accepted

4.8. PRICING

DESCRIPTION	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
4.8.1. Maintenance Cost Per Vehicle Per Visit using 5 Qts.of Oil	\$ <u>22⁵⁰</u>	\$ _____	\$ _____
4.8.2. Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil	\$ <u>25⁵⁰</u>	\$ _____	\$ _____
4.8.3. Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil	\$ <u>28⁵⁰</u>	\$ _____	\$ _____
4.8.4. Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 qts of 0W-20 Synthetic Oil	\$ <u>27²⁵</u>	\$ _____	\$ _____
4.8.5. Price Increase Per Qt of DEXOS Oil Used	\$ <u>1²⁵</u>		
4.8.6. Tire Rotation	\$ <u>2⁰⁰ per wheel / maximum of \$8⁰⁰</u>		

4.9. MISCELLANEOUS INFORMATION

4.9.1. List the address(es) of all locations where service will be provided:

2300 Business Loop 70 East / Columbia, Mo 65201
3915 Peach Tree Drive / Columbia, mo 65203

- 4.9.2. Are Appointments necessary? NOT REQUIRED - BUT HELPFUL
- 4.9.3. If YES, how far in advance must an appointment be scheduled? (1) hour advance notice would be helpful.
- 4.9.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? 15 minutes
- 4.9.5. What is the average amount of time to perform all service functions required? 15 minutes
- 4.9.6. Does your firm provide this type of service to other large customers on a term and supply type contract? yes
- 4.9.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

GE Capital / These accounts ARE processed
PHH / through Michelin Tire Corp.
Enterprise Fleet / No contract person.

- 4.9.8. What are your business hours? 7:00 AM - 6:00 PM M-F 7:00 AM - 3:00 PM SAT
- 4.9.9. Are there circumstances that may cause your business to close early? EXTREME SNOWFALL
- 4.9.10. If yes, please provide a detailed description of the circumstances for which your business would close.

The 20" snowfall of 2010 is an example. We could not even open on that day.

- Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.
- 4.9.11. submit (with the bid response) a specification sheet for all oils proposed in the bid.
- 4.9.12. 0W-20 (Synthetic) Oil - MFA Full Synthetic Oil
- 4.9.13. 5W30 Oil - MFA Super HP - Synthetic Blend
- 4.9.14. 5W-30 (Dexos or Equal) Oil - MFA 5W30 Dexos
- 4.9.15. 10W30 Oil - MFA Super HP - Synthetic Blend
- 4.9.16. 5W20 Oil - MFA Super HP - Synthetic Blend
- 4.9.17. Transmission Fluid - BG Synthetic Transmission Fluid
- 4.9.18. Differential Fluid - BG Products
- 4.9.19. Power Steering Fluid - BG Products
- 4.9.20. Master Cylinder Fluid - BG Products (Brake Fluid)
- 4.9.21. Cooling System Fluid - Kamellon Universal Anti-Freeze
- 4.9.22. Battery Fluid - N/A - Batteries are sealed (Interstate Battery)
- 4.9.23. Oil Filter Manufacturer: FVP Filters (manufactured by ID-USA)
(Factory Motor Parts)

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

4.10.1. Authorized Representative (Sign By Hand):

Russell L Coats

4.10.2. Type or Print Signed Name:

Russell L Coats

4.10.3. Today's Date: 7/28/2014

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

X Yes _____ No

(Please complete and return with Contract)

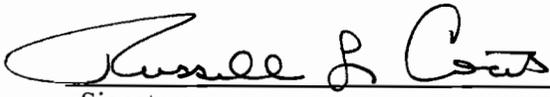
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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.

Russell L. Coats / Operations Director
Name and Title of Authorized Representative


Signature

7/28/2014
Date

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

County of Boone)

State of Missouri:)
)

My name is Russell L. Coats. I am an authorized agent of BORE / MPC LLC
dba Big O Tires (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

Russell L. Coats 7/28/2014
Affiant Date

Russell L. Coats
Printed Name

Subscribed and sworn to before me this 28th day of July, 2014.

Scott Watson
Notary Public



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 **BORE/MPC 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.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 286525

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 BORE/MPC LLC

Scott J Watson

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/03/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/03/2009

Date



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

Request for Bid (RFB)

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **34-29JUL14**
Commodity Title: **Vehicle Preventative Maintenance Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JULY 29, 2014**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**
Directions: The Purchasing Office is located on the Northwest corner of 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **TUESDAY, JULY 29, 2014**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
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 Certification**
 - Work Authorization Certification**
 - Instructions for Compliance with House Bill 1549**
 - Certification Of Individual Bidder**
 - Affidavit**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**
- Attachment 1 Boone County Sheriff’s Department Vehicle Service**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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 in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **January 01, 2015** through **December 31, 2015** and may be automatically renewed for up to an additional **two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Vehicle Preventative Maintenance** as specified herein.
 - 2.1.1. **Quantity** – The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase vehicle preventative maintenance services from other vendors when the County deems the purchase necessary.
 - 2.2.. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
 - 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below on an as needed basis. Costs for said services must include all parts, materials, tools, supplies, and labor.
 - 2.6.1. Change engine oil per manufacturer's suggested type and weight of oil. Typical weights used are 0W-20 (Synthetic), 5W-30, 5W-30 (DEXOS or Equal), 10W-30, and 5W-20. Oil shall be a synthetic blend (0W-20 shall be synthetic) meeting ILSAC GF-5 and ACEA A1/B1 for extended oil drain intervals. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.
 - 2.6.2. Change engine oil filter. Oil Filters shall be Champ Filter Company brand or equivalent. If an equivalent is bid, vendors shall list the filter manufacturer on the bid response page. The County reserves the right to request, at the offeror's expense, a sample of the filter/filters bid for equality testing.
 - 2.6.3. Check condition of tires and inflation pressure. Correct any inflation deficiencies per the manufacturer's recommendations as indicated on the sticker inside the driver's door jamb.
 - 2.6.4. Check fluid levels for transmission, differential, steering gear or power steering pump, master cylinder, battery and cooling system. Correct any deficiencies.
 - 2.6.5. Complete the attached service report (See Attachment 1).
 - 2.6.6. The contractor will be required to provide the products as identified on the Response Form. The contractor must obtain prior approval from a Sheriff's Department authorized representative before using substitute products.
 - 2.6.7. Tire Pressure Monitoring Systems (TPMS) will be reset on each vehicle seen.
 - 2.6.8. Tires shall be rotated at every service (6,000). Front tires will be rotated to the respective sides on the rear and rears will go to opposite sides on the front. Tire rotations will occur only at the direction

of the Sheriff's Department staff. Tires should not be rotated if new tires are needed unless directed otherwise. Vendor shall be responsible for resetting all applicable TPMS on all positions, if needed, as per manufacturer's directions.

- 2.6.9. Completion of the work described above shall be **twenty five minutes or less**. Time will begin when the vehicle arrives at the service provider's place of business.
- 2.7. **FLEET INFORMATION** – The Boone County Sheriff's Department has a fleet of vehicles that require preventative maintenance to be performed every 6,000 miles. These vehicles will average approximately 2,000 miles per month. The County reserves the right to add or delete to this list at any time. This list is only provided so bidders have an estimate of the number of vehicles to be serviced and the potential frequency.

Qty 24 Ford Crown Victoria's '04 - '11
Qty 7 Chevy Impala's '01 - '09
Qty 2 Chevy Tahoe '10 - '11
Qty 2 Dodge Charger '09 - '12
Qty 2 Dodge 1500 4WD '12
Qty 2 Chevy Caprice '11-'12
Qty 3 Chevy Silverado truck '04 - '12
Qty 3 Ford Taurus '06 - '07
Qty 5 Ford PI (Taurus frame) '13
Qty 24 Ford Explorers PI and SUV versions '03-'14
Qty 1 Chevy Trail Blazer '08
Qty 6 Full Size (15 pass) vans (Ford & Chevy) '95 - '12
Qty 3 Toyota Camry '12

- 2.8. **EVALUATION** - Evaluation of this bid will be based upon the ability of the vendor to perform these services in a timely fashion, the number of service locations available and the cost for said services.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment shall be made within 30 days of receipt of a complete **MONTHLY** statement. Invoices shall be used as back-up documentation only. The Sheriff's Department shall not process payments from individual invoices.
- 2.9.1. **ACH Payment Option:** Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymmo.org.

3. **Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

Limited Liability Company Details as of 8/18/2014

<ul style="list-style-type: none"> Fees & Forms FAQ Corporations Home Business Outreach Office UCC Filings Corporation Filings SOS Home Contact Us 	<p>*Required Field</p>																												
<p>If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.</p> <p>To file a registration report, click the FILE REGISTRATION REPORT button.</p> <p>To order copies or certificates, click the COPIES/CERTIFICATES button.</p>																													
<p>RETURN TO SEARCH RESULTS</p> <p style="text-align: right;">Select filing from the list. FILE ONLINE</p> <p style="text-align: center;">Filing Type Amended and Restated Articles of Organization</p>																													
<p>ORDER COPIES: CERTIFICATES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">General Information</th> <th style="width: 20%;">Filings</th> <th style="width: 20%;">Address</th> <th style="width: 30%;">Contact(s)</th> </tr> </thead> <tbody> <tr> <td colspan="2">Name(s) BORE/MPC LLC</td> <td colspan="2">Address</td> </tr> <tr> <td>Type Limited Liability Company</td> <td></td> <td colspan="2">Charter No. LC0018953</td> </tr> <tr> <td colspan="2">Domesticity Domestic</td> <td colspan="2">Status Active</td> </tr> <tr> <td colspan="2">Registered Agent BEVERLY TWELLMAN ONE RAY YOUNG DRIVE COLUMBIA, MO 65201</td> <td colspan="2">Date Formed 4/14/1998</td> </tr> <tr> <td colspan="4">Duration Perpetual</td> </tr> <tr> <td colspan="4">Managed by</td> </tr> </tbody> </table>		General Information	Filings	Address	Contact(s)	Name(s) BORE/MPC LLC		Address		Type Limited Liability Company		Charter No. LC0018953		Domesticity Domestic		Status Active		Registered Agent BEVERLY TWELLMAN ONE RAY YOUNG DRIVE COLUMBIA, MO 65201		Date Formed 4/14/1998		Duration Perpetual				Managed by			
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<p>The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.</p>																													

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

BORE MPC LLC

DUNS: 844986492 CAGE Code: 6LUF5

Status: Active

2304 BUSINESS LOOP 20 E

COLUMBIA, MO, 65201-3508

UNITED STATES

Entity Overview

Entity Information

Name: BORE MPC LLC
Business Type: Business or Organization
POC Name: Diane Hayes
Registration Status: Active
Activation Date: 12/28/2013
Expiration Date: 12/28/2014

Exclusions

Active Exclusion Records? No

- › [Entity Overview](#)
- › [Entity Record](#)
- › [Core Data](#)
- › [Assertions](#)
- › [Reps & Certs](#)
- › [POCs](#)
- › [Reports](#)
- › [Service Contract Report](#)
- › [BioPreferred Report](#)
- › [Exclusions](#)
- › [Active Exclusions](#)
- › [Inactive Exclusions](#)

[RETURN TO SEARCH](#)



**PURCHASE AGREEMENT
FOR
VEHICLE PREVENTATIVE MAINTENANCE – TERM & SUPPLY
(SECONDARY VENDOR)**

THIS AGREEMENT dated the 6th day of October 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **MFA Petroleum Company, dba Jiffy Lube**, 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, County of Boone Request for Bid for **Vehicle Preventative Maintenance Term & Supply**, bid number **34-29JUL14**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor’s bid response dated **July 30, 2014** and executed by **Edward J. Harper** 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, the Introduction and General Conditions of Bidding, this Purchases Agreement. the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2015 and extend through December 31, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Vehicle Preventative Maintenance**. 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.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Sheriff Department, 2121 County Dr. Columbia, MO 65202. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; 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.

473-2014

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

7. **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.

8. **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.

MFA PETROLEUM COMPANY dba
JIFFY LUBE

by [Signature]

title Director of J.L. Operations

address On Long Young River
Columbia, MO 65201

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
~~Daniel K. Atwill, Presiding Commissioner~~
JANET M. THOMPSON, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature] by jj 9/25/14
Signature Date

1251,1255,1256/59100 Term and Supply

Appropriation Account

4. Response Form

- 4.1. Company Name: MFA Petroleum Company dba Jiffy Lube
- 4.2. Address: One Ray Young Drive
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573/442-0171
- 4.5. Fax Number: 573/876-0321
- 4.6. Federal Tax ID: 43-0718638
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____
- 4.7. Prompt Payment Terms: no
- 4.7.1. Will you accept automated clearinghouse (ACH) for payment of invoices? no

4.8. **PRICING**

DESCRIPTION	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
4.8.1. Maintenance Cost Per Vehicle Per Visit using 5 Qts.of Oil	\$ 27.95	\$ 28.45	\$ 28.95
4.8.2. Maintenance Cost Per Vehicle Per Visit using 6 Qts of Oil	\$ 29.95	\$ 30.45	\$ 30.95
4.8.3. Maintenance Cost Per Vehicle Per Visit using 7 Qts of Oil	\$ 31.95	\$ 32.45	\$ 32.95
4.8.4. Maintenance Cost per Vehicle (Toyota Camry) per visit using 5 qts of 0W-20 Synthetic Oil	\$ 35.95	\$ 36.45	\$ 36.95
4.8.5. Price Increase Per Qt of DEXOS Oil Used	\$ 1.50		
4.8.6. Tire Rotation	\$ 6.25		

- 4.9. **MISCELLANEOUS INFORMATION**
- 4.9.1. List the address(es) of all locations where service will be provided:
2107 W. Worley, 18 N. Providence, 110B E Nifong, 3101 Paris Road

4.9.2. Are Appointments necessary? n

4.9.3. If YES, how far in advance must an appointment be scheduled? n/a

4.9.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? 5 Minutes

4.9.5. What is the average amount of time to perform all service functions required? 15 Minutes

4.9.6. Does your firm provide this type of service to other large customers on a term and supply type contract? Yes

4.9.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

Enterprise, 573/ 256-8000 Cathy

Avis 573 / 442-6945 Amina Hassan

4.9.8. What are your business hours? 7:30 - 6:00 M-F, 7:30 - 5:00 S, 10:00 - 5:00 Sun Worley Only

4.9.9. Are there circumstances that may cause your business to close early? yes

4.9.10. If yes, please provide a detailed description of the circumstances for which your business would close.

20" of snow and Christmas Eve.

Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract. Vendor should

4.9.11. submit (with the bid response) a specification sheet for all oils proposed in the bid.

4.9.12. 0W-20 (Synthetic) Oil - MFA Oil

4.9.13. 5W30 Oil - MFA Oil

4.9.14. 5W-30 (Dexos or Equal) Oil - MFA Oil

4.9.15. 10W30 Oil - MFA Oil

4.9.16. 5W20 Oil - MFA Oil

4.9.17. Transmission Fluid - MFA Oil

4.9.18. Differential Fluid - MFA Oil

4.9.19. Power Steering Fluid - Eagle Universal

4.9.20. Master Cylinder Fluid - N/A

4.9.21. Cooling System Fluid - MFA Oil

4.9.22. Battery Fluid - Distilled Water

4.9.23. Oil Filter Manufacturer: Champion Lab

p

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

4.10.1. Authorized Representative (Sign By Hand):



4.10.2. Type or Print Signed Name:

Edward J. Harper

4.10.3. Today's Date: 7/30/14

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

Yes No

(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.

Edward J. Harper Director of Jiffy Lube Operations

Name and Title of Authorized Representative



Signature

7/30/14

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



Company ID Number: 175309

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 175309

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 **MFA Oil Company**

Jessica Smith
Name (Please Type or Print)

Jessica Smith

Manager, Payroll & HR
Title

Electronically Signed
Signature

01/02/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/02/2009
Date

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:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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



"No Bid" Response Form

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

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid# 34-29JUL14 – Vehicle Preventative Maintenance – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

ATTACHMENT 1

**BOONE COUNTY SHERIFF'S DEPARTMENT
VEHICLE SERVICE RECORD**

VIN: _____ Odometer Reading: _____

DATE: _____ ARRIVAL TIME: _____

SERVICE BEGINNING TIME: _____ SERVICE ENDING TIME: _____

SHOP LOCATION: _____

Tire Rotation: YES NO

(TPMS) Reset: YES NO

Oil and Oil Filter Changed: YES NO

Condition of Tires	RF:	_____ Good	_____ Fair	_____ Poor	/32
	LF:	_____ Good	_____ Fair	_____ Poor	/32
	RR:	_____ Good	_____ Fair	_____ Poor	/32
	RF:	_____ Good	_____ Fair	_____ Poor	/32

Notation of Fluids Checked:

Transmission Fluid: _____ Good _____ Fair _____ Poor

Power steering Fluid: _____ Good _____ Fair _____ Poor

Differential Fluid: _____ Good _____ Fair _____ Poor

Washer Fluid: _____ Good _____ Fair _____ Poor

Battery Water: _____ Good _____ Fair _____ Poor

Brake Fluid: _____ Good _____ Fair _____ Poor

Antifreeze: _____ Good _____ Fair _____ Poor

Other Observations or Deficiencies Noted:

Mechanic (Signature)

Officer (Signature)



Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

Request for Bid (RFB)

Amy Robbins, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **34-29JUL14**

Commodity Title: **Vehicle Preventative Maintenance Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JULY 29, 2014**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department**

613 E. Ash, Room 109

Columbia, MO 65201

Directions: The Purchasing Office is located on the Northwest corner of 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **TUESDAY, JULY 29, 2014**

Time: **1:30 P.M. C.S.T.**

Location / Address: **Boone County Purchasing Department**

613 E. Ash, Room 109

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 Certification

Work Authorization Certification

Instructions for Compliance with House Bill 1549

Certification Of Individual Bidder

Affidavit

Standard Terms and Conditions

“No Bid” Response Form

Attachment 1 Boone County Sheriff's Department Vehicle Service

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request 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 in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, 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. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **January 01, 2015** through **December 31, 2015** and may be automatically renewed for up to an additional **two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.

1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Vehicle Preventative Maintenance** as specified herein.
- 2.1.1. **Quantity** – The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase vehicle preventative maintenance services from other vendors when the County deems the purchase necessary.
- 2.2.. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices noted on the Response Form for the 1st and 2nd Renewal Periods.
- 2.2.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below on an as needed basis. Costs for said services must include all parts, materials, tools, supplies, and labor.
- 2.6.1. Change engine oil per manufacturer's suggested type and weight of oil. Typical weights used are 0W-20 (Synthetic), 5W-30, 5W-30 (DEXOS or Equal), 10W-30, and 5W-20. Oil shall be a synthetic blend (0W-20 shall be synthetic) meeting ILSAC GF-5 and ACEA A1/B1 for extended oil drain intervals. Vendor should submit (with the bid response) a specification sheet for all oils proposed in the bid.
- 2.6.2. Change engine oil filter. Oil Filters shall be Champ Filter Company brand or equivalent. If an equivalent is bid, vendors shall list the filter manufacturer on the bid response page. The County reserves the right to request, at the offeror's expense, a sample of the filter/filters bid for equality testing.
- 2.6.3. Check condition of tires and inflation pressure. Correct any inflation deficiencies per the manufacturer's recommendations as indicated on the sticker inside the driver's door jamb.
- 2.6.4. Check fluid levels for transmission, differential, steering gear or power steering pump, master cylinder, battery and cooling system. Correct any deficiencies.
- 2.6.5. Complete the attached service report (See Attachment 1).
- 2.6.6. The contractor will be required to provide the products as identified on the Response Form. The contractor must obtain prior approval from a Sheriff's Department authorized representative before using substitute products.
- 2.6.7. Tire Pressure Monitoring Systems (TPMS) will be reset on each vehicle seen.
- 2.6.8. Tires shall be rotated at every service (6,000). Front tires will be rotated to the respective sides on the rear and rears will go to opposite sides on the front. Tire rotations will occur only at the direction

of the Sheriff's Department staff. Tires should not be rotated if new tires are needed unless directed otherwise. Vendor shall be responsible for resetting all applicable TPMS on all positions, if needed, as per manufacturer's directions.

- 2.6.9. Completion of the work described above shall be **twenty five minutes or less**. Time will begin when the vehicle arrives at the service provider's place of business.
- 2.7. **FLEET INFORMATION** – The Boone County Sheriff's Department has a fleet of vehicles that require preventative maintenance to be performed every 6,000 miles. These vehicles will average approximately 2,000 miles per month. The County reserves the right to add or delete to this list at any time. This list is only provided so bidders have an estimate of the number of vehicles to be serviced and the potential frequency.

Qty 24 Ford Crown Victoria's '04 - '11
Qty 7 Chevy Impala's '01 - '09
Qty 2 Chevy Tahoe '10 - '11
Qty 2 Dodge Charger '09 - '12
Qty 2 Dodge 1500 4WD '12
Qty 2 Chevy Caprice '11-'12
Qty 3 Chevy Silverado truck '04 - '12
Qty 3 Ford Taurus '06 - '07
Qty 5 Ford PI (Taurus frame) '13
Qty 24 Ford Explorers PI and SUV versions '03-'14
Qty 1 Chevy Trail Blazer '08
Qty 6 Full Size (15 pass) vans (Ford & Chevy) '95 - '12
Qty 3 Toyota Camry '12

- 2.8. **EVALUATION** - Evaluation of this bid will be based upon the ability of the vendor to perform these services in a timely fashion, the number of service locations available and the cost for said services.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment shall be made within 30 days of receipt of a complete **MONTHLY** statement. Invoices shall be used as back-up documentation only. The Sheriff's Department shall not process payments from individual invoices.
- 2.9.1. **ACH Payment Option:** Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



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Gen. Business - For Profit Details as of 8/18/2014

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Filing Type

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Report Type

Annual Registration Report

FILE

REG REPORT

General Information

Filings

Address

Contact(s)

Name(s) MFA PETROLEUM COMPANY

Address ONE RAY YOUNG DRIVE
COLUMBIA, MO 65201

Type Gen. Business - For Profit

Charter No. 00087967

Domesticity Domestic

Status Good Standing

Registered Agent BEVERLY TWELLMAN
ONE RAY YOUNG DRIVE
COLUMBIA, MO 65201

Date Formed 8/3/1956

Duration Perpetual

Renewal Month September

Report Due 12/31/2014

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Glossary

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 31-04AUD14 – Envelopes for the Boone County Collector.

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

Done this 6th day of October, 2014.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

474-2014

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One – 31-04AUG14 – Envelopes for the Boone County Collector

Intergovernmental Agreement 31-04AUG14 – Envelopes for the Boone County Collector was approved by commission with University of MO – Printing Services on August 28, 2014, commission order 408-2014.

This amendment changes the brand of #10 envelope that will be used. During the Collector's test phase, the Web Run Executive Style Die Cut Diagonal Seam #10 white envelope jammed in the printer but the Standard Die Cut Diagonal Seam did not. There is a slight increase in price for the Standard Die Cut Diagonal Seam. The pricing changes are as follows:

	<u>Orig Unit Price/1,000</u>	<u>New Unit Price/1,000</u>
1.1 #10 White Window Envelopes 140,000, informational bubble on front	\$21.43 (ext. 2999.23)	\$22.92 (ext. 3208.76)
1.7 #10 White Window Envelopes 10,000, return address only	\$26.19 (ext. 261.85)	\$27.69 (ext. 276.92)

This change reflects a total increase of \$224.60. Invoices will be paid from department 1150 – Collector, account 23001 – Printing.

cc: Pat Lensmeyer, Brian McCollum / Collector's Office
Contract File

Commission Order: 474-2014

**CONTRACT AMENDMENT #1
ENVELOPES FOR THE BOONE COUNTY COLLECTOR**

The Contract Agreement **31-04AUG14** dated August 28, 2014 made by and between Boone County, Missouri and **University of Missouri Printing Services** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Due to changing the brand of #10 white envelope originally bid from Web Run Executive Style Die Cut Diagonal Seam, 24# white wove to Standard Die Cut Diagonal Seam, 24# white wove, the pricing for the contract for the period **September 1, 2014 through August 31, 2015** is:

	<u>Unit Price per 1,000</u>
1.1. #10 White Window Envelopes 24lb, Single Sided, informational bubble on front	\$22.92
1.2. #10 Blue Window Envelopes 24lb, Single Sided	\$27.30
1.3. #10 White Woven Envelopes 24 lb, Single Sided	\$41.83
1.4. #9 Yellow Insert Envelopes 24 lb. Double Sided	\$24.15
1.5. #9 White Insert envelopes 24 lb, Double Sided	\$18.91
1.6. 6 x 9 1/2 White Window Envelopes, Single Sided	\$239.90
1.7. #10 White Window Envelopes 24lb, Single Sided, return address only	\$27.69
1.8. 6 1/2 x 9 1/2 Regular White Envelopes, Single Sided	\$103.86

Optional:

FOB Shipping with inside delivery to the 3 rd floor of the Government Center	\$200.00
FOB Shipping to loading dock. Boone County employees will unload	\$0.00

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

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

UNIVERSITY OF MISSOURI PRINTING SERVICES

by A.J. Miller as per University requirements
Signature

Title: Customer Service Supervisor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
~~Daniel K. Atwill, Presiding Commissioner~~
JANET M. THOMPSON, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Signature Jane E. Pitchford
by [Signature]

Date 9/29/14

Term & Supply: 1150-23001
No Encumbrance Required
Appropriation Account

Melinda Bobbitt - Boone County Collector Envelopes

From: "McNeeley, Jeff Q." <McNeeleyJ@missouri.edu>
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>, Brian McCollum <BMcCollum@...>
Date: 9/15/2014 8:35 AM
Subject: Boone County Collector Envelopes

Hi Melinda,

We had initially bid using our house #10 window envelope: Web Run Executive Style Die Cut Diagonal Seam, 24# white wove.

We are now using Standard Die Cut Diagonal Seam, 24# white wove, #10 window envelope.

Jeff McNeeley
573-882-5942

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]
Sent: Friday, September 12, 2014 4:18 PM
To: Brian McCollum; McNeeley, Jeff Q.
Subject: Fwd: RE: Boone County Collector Envelopes

Jeff,

I think I need a little more language for our amendment. You had bid "what" and are now bidding "what". Is it a particular brand name, weight, or what for the envelope?

Thanks,
Melinda

>>> Brian McCollum 9/12/2014 10:42 AM >>>

Melinda,

Here is the email from Jeff. We are going with the optional pricing and style for items 1.1 and 1.7.

Thanks,
Brian

>>> "McNeeley, Jeff Q." <McNeeleyJ@missouri.edu> 9/9/2014 10:39 AM >>>

Hi Brian,

I can special order the #10 window envelopes from the same vendor that will be supplying the #10 Blue window envelopes, item 1.2 for a small additional cost, approximately \$225.00. The exact breakdown is below:

Item	Description	Orig Unit Price	Orig Ext Price	Optional Unit Price	Optional Ext Price
1.1	#10 White Window Envelopes 140,000	21.43	2999.23	22.92	3208.76
1.7	#10 White Window Envelopes 10,000	26.19	261.85	27.69	276.92

Let me know if this is an acceptable solution and I will special order the envelopes.

Jeff McNeeley
573-882-5942

From: Cheri Sapp [<mailto:CSapp@boonecountymo.org>]
Sent: Tuesday, September 09, 2014 9:25 AM
To: Brian McCollum; McNeeley, Jeff Q.
Cc: Aron Gish; Patricia Lensmeyer
Subject: RE: Boone County Collector Envelopes

Good morning Jeff,

I am responding to your question as Brian is attending meetings this morning, and thought you might need this information to be coming up with "Plan B".

Yes, it is just the #10 white window envelopes.

Thanks,
Cheri

>>> "McNeeley, Jeff Q." <McNeeleyJ@missouri.edu> 9/9/2014 9:14 AM >>>

Hi Brian,

Just to clarify we are talking about the #10 white window envelope only. The #9 envelopes just inserts so I'm assuming that's okay.

Jeff McNeeley
573-882-5942

From: Brian McCollum [<mailto:BMcCollum@boonecountymo.org>]
Sent: Tuesday, September 09, 2014 8:53 AM

To: McNeeley, Jeff Q.
Cc: Aron Gish; Cheri Sapp; Patricia Lensmeyer
Subject: RE: Boone County Collector Envelopes

Jeff,

We had issues during the testing of the envelopes that were provided. There were multiple jams when attempting to insert more than 4 sheets of paper and an insert envelope.

We will need to come up with a plan B.

Brian

>>> "McNeeley, Jeff Q." <McNeeleyJ@missouri.edu> 9/8/2014 12:35 PM >>>

Brian,

I cannot match the style of item 1.2 for the other #10 window envelopes and hold the same price. I am sending over about a 100 samples of each of the #10 Windows White envelopes and #9 insert envelopes that we would provide, items 1.1, 1.7 and 1.5 respectfully for your testing.

Thanks,

Jeff McNeeley
573-882-5942

From: Brian McCollum [<mailto:BMcCollum@boonecountymo.org>]
Sent: Friday, September 05, 2014 3:45 PM
To: McNeeley, Jeff Q.
Cc: Aron Gish; Cheri Sapp; Patricia Lensmeyer
Subject: Boone County Collector Envelopes

Jeff,

The construction of the envelope for item 1.2 (the #10 blue) is preferred for use in our insert machine. Is it possible to use this same style for the #10 white window envelopes in items 1.1 and 1.7?

We would also like to get a sample to run through our machine prior to ordering. Just a box of the #10's for item 1.2, and a box of the #9's for item 1.5. If the style of the 1.2 #10 is not available for the white window envelopes, we would also request a larger test sample of what you sent over already.

We can probably get a sufficient test with 50-100 of each as well - if larger quantities are not available.

Let me know if you have any questions.

Thanks,
Brian

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment to increase the budget for the alterations to the County Courthouse lobby.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4061	71201	Courthouse Expansion	Construction Costs		13,631

Done this 6th day of October, 2014.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Year	<u>2014</u>	Original Appropriation	
Dept	<u>4061</u> COURTHOUSE EXPANSION	Revisions	<u>55,000.00</u>
Acct	<u>71201</u> CONSTRUCTION COSTS	Original + Revisions	<u>55,000.00</u>
Fund	<u>406</u> 1/5CENT SALES TAX CAP IMP FUND	Expenditures	
		Encumbrances	
Class/Account	<u>A</u> ACCOUNT	Actual To Date	
Account Type	<u>E</u> EXPENSE	Remaining Balance	<u>55,000.00</u>
Normal Balance	<u>D</u> DEBIT	Shadow Balance	<u>55,000.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

◊
 68,631.000 +
 -
 13,631.000 *

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 **GBH Builders, Inc.**, (hereinafter referred to as the Contractor).

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

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

BID NUMBER 33-11AUG14
COUNTY COURTHOUSE LOBBY ALTERATIONS
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document. The contract award is:

\$68,631.00 for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete County Courthouse Lobby Alterations.

Contractor agrees to complete the above work within **70 days** after receipt of order and upon receipt of Notice to Proceed from the Purchasing Department, and to allow a deduction of \$200 per calendar day from final payment as liquidated damages for each day that completion is delayed beyond this specified completion time.

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
- Standard Terms and Conditions
- Instructions to Bidders
- Statement of Bidder's Qualifications
- Insurance Requirements
- Contract Conditions
- Primary Specifications
- Response Presentation and Review
- Addendum #1 (including Revised Response Form)
- Work Authorization Certification
- Debarment Certification
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law Form
- Performance Bond/Labor & Material Payment Bond forms
- Technical Specifications
- Annual Wage Order No. 21

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

The said Contractor agrees further to begin work 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 Project Manager under the contract.

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

Sixty Eight Thousand, Six Hundred Thirty One Dollars and Zero Cents (\$68,631.00)

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

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

CONTRACTOR:
GBH Builders, Inc.

OWNER:
BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative *Signature*

By: _____
Daniel K. Atwill, Presiding Commissioner

By: Jake Hargett
Authorized Representative *Printed Name*
Title: President

Approved as to Legal Form:

ATTEST:

[Signature]
CJ Dykhouse
Boone County Counselor

Wendy Noren
County Clerk

AUDITOR CERTIFICATION

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

4061-71201.

Budget Amend
\$ 68,631.00

Signature Date Appropriation Account

Courthouse Expansion - Circuit Clerk Windows
Department 4061
Prepared by Auditors Office

Sources:

Fund 406	\$	83,631
		-
Total Sources of Funds		<u><u>70,000</u></u>

Uses of Funds:

Project Budget

Professional Fees: Architect/Engineer - Acct. 71211

A/E Fees		15,000
A/E Reimbursables		-
Total Professional Fees	\$	<u><u>15,000</u></u>

Construction: Acct. 71201

Construction Contract - GBH Builders, Inc		68,631
Contingency (10%, Rounded nearest 100th)		-
Total Construction	\$	<u><u>68,631</u></u>

Owner's Cost: Acct. 71231

Fixtures - Tables & Chairs (5), Signage Boards (4)		-
Geotechnical Site Testing		-
Documents - Building Plans		-
Miscellaneous - R&B reimbursement		-
Contingency (5%, Rounded nearest 100th)		-
Total Owners Cost	\$	<u><u>-</u></u>

Total Budget	\$	<u><u><u>83,631</u></u></u>
---------------------	----	-----------------------------

Fund Statement - 1/5 Cent Sales Tax Capital Improvement Fund 406

	2012 Actual	2013 Budget	2013 Estimated	2014 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	8,626	-	9,649	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	2,972	-	334	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	11,598	-	9,983	-
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	314,454	337,447	304,913	83,631
TOTAL FINANCIAL SOURCES	\$ 326,052	337,447	314,896	83,631
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	326,052	337,447	314,896	83,631
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	326,052	337,447	314,896	83,631
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 326,052	337,447	314,896	83,631
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 703,292	388,838	388,838	83,925
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(314,454)	(337,447)	(304,913)	(83,631)
FUND BALANCE (GAAP), end of year	388,838	51,391	83,925	294
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 388,838	51,391	83,925	294
 FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
Loan Receivable (Street NIDS/Levy District)	\$ -	-	-	-
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Non-Expendable Trust Corpus	-	-	-	-
Designated for Capital Projects	-	-	-	-
Total Fund Balance Unavailable for appropriation, end of year	\$ -	-	-	-

9/15/2014

FY 2014
Budget Amendments/Revisions
Courthouse Expansion (4061)

Index #	Date Recd	Dept	Account	Dept Name	A/E Fees	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/14/2014	4061	71211	Courthouse Expansion			15,000			
		4061	71201	Courthouse Expansion	Construction Costs		55,000		Courthouse Lobby Remodel to achieve seperation between Circuit Clerk's office and lobby area.	
2	9/14/2014	4061	71201	Courthouse Expansion	Construction Costs		13,631		Circuit Clerk's office and lobby area.	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize Public Works to purchase a new plotter at a cost of \$4,371.22 from funds allocated in 2040-92301, Replacement Computer Hardware and dispose of an existing plotter, asset #16343.

It is further ordered the Acting Presiding Commissioner is hereby authorized to sign the Request for Disposal form.

Done this 6th day of October, 2014.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Boone County Public Works

Gregory P. Edington
Assistant Manager
Maintenance Operations Division



5551 Tom Bass Road
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gedington@boonecountymo.org

Date: September 8, 2014
To: County Commission
From: Greg Edington *GE*
Subject: Public Works Plotter Replacement

The Public Works Dept. is seeking authority to replace a plotter (Asset # 16343). The existing plotter is not functioning correctly and cannot print legibly. We would prefer to use funds allocated in 2040-92301 (replacement computer hardware) but require Commission approval to so. There is approximately \$5,000 left in the fund under "Unanticipated Hardware Replacement".

The IT department obtained a quote (Attached) for a replacement plotter (HP Designjet Z5200 - \$4,371.22) from a Term and Supply hardware provider. If approved, the Department would also need to dispose of the old plotter (Disposal Form attached).



July 26, 2014 9:4 AM
Page 1 of 1

State of MO-PVC-ST - C211034001

Quote Number: 1802847.1

Prepared By: Mayer, Kyle S
701 Fee Fee Rd.
Maryland Heights, MO 63043
Phone: 3149958932
Fax:
e-mail: Kyle.Mayer@wwt.com
P.O.C.: MAYER, KYLE S

Submitted Date:
Contact: Rick Ryan
Agency/Company: Boone County, MO - Information Technology
Phone: 573-686-4445
Fax:
e-mail: rryan@boonecountymissouri.org
Ref #: HP DesignJet Z5200
WWT Quote #: 1802847.1

Account Manager:
Acct. Mgr. Phone:
Acct. Mgr. e-mail:

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	HP DesignJet Z5200 PostScript Inkjet Large Format Printer - 44" - Color - 445 l/bn Color - 2400 x 1200 dpi - Gigabit Ethernet - USB - Floor Standing Supported	HEWLETT PACKARD	CO113481K	1	\$4,371.22	\$4,371.22	
						Subtotal:	\$4,371.22
						* Contract Fee (Minimum \$0.00):	
						Shipping Charges:	\$0.00
						Grand Total:	\$0.00

* ATS - Available to Ship

To learn more about WWT's Cisco Authorized Training Courses, Ratea Provisions, go online to <http://www.wwt.com/cisco/ahing.html> or call WWT today at (800) 432-7008

Please call 888-234-8808
Option #1 - Sales/Purchase Order
Option #2 - Order Status/Return
Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier.
Items returned after 30 days may not be returnable due to vendor restrictions.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : September 8, 2014

FIXED ASSET TAG NUMBER: 16343

DESCRIPTION: HP DesignJet 130nr - plotter

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Model: C7791D; SN: MY775F802P

CONDITION OF ASSET: Poor - does not print correctly.

REASON FOR DISPOSITION: Item to be replaced.

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: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO _____

ORIGINAL COST _____ GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____ GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____ DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

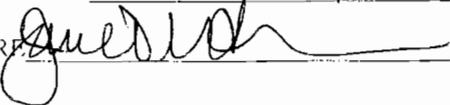
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 476-2014

DATE APPROVED 10-6-14

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Child Support Office to purchase two printers.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1263	60125	PA/IVD	Custodial/Janitorial Service Emergency	1,200	
1263	92301	PA/IVD	Replacement Computer Hardware		600
1263	91301	PA/IVD	New Computer Hardware		600

Done this 6th day of October, 2014.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 220
Columbia, MO 65201-4890
573-886-4315

Aron Gish

Director

Date: September 18, 2014

**TO: Dan Atwill, Presiding Commissioner
Karen Miller, District I Commissioner
Janet Thompson, District II Commissioner**

FROM: Aron Gish

SUBJECT: Request to purchase an additional and replacement assets – Printers – PA/IVD

**CC: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst**

The purpose of this request is to seek approval to add one new printer and replace a printer (Asset Tag #12133) for the Child Support Office. This would provide a printer available in each of Stephen Gunn's and Barbara Morris' offices.

Actual expenditures in PA/IVD (1263) for account 60125 (Custodial/Janitorial Serv) in FY2014 have been less than budgeted and we anticipate that the cost of these items can be covered from these savings.

Total Initial Purchase (hardware): \$1,200.00.

Thank you for your consideration.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept and adopt the attached Conditional Use Permit and Findings of Fact and Conclusions of Law for a transmission facility including a 180' tower on 11.68 acres owned by Jeremiah and Carmen Wade located at 6969 W Bruce Lane, Harrisburg,

Done this 6th day of October, 2014.

ATTEST:

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

Absent

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 Acting Presiding Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Jeremiah and Carmen Wade

ADDRESS: 6969 W Bruce Lane, Harrisburg, MO 65256

LEGAL DESCRIPTION: NE1/4 Sec.13, Twp. 50 N., Rge. 14 W.

TAX PARCEL: 05-600-13-00-029.05

ZONING: A-2 (Agriculture)

DATE APPROVED: 9/30/201

CONDITIONAL USE: Transmission Facility with 180' monopole tower.

CONDITIONS OF APPROVAL:

- Prior to issuing the building permit, the applicant submit a landscaping plan showing medium to large shade trees around the perimeter fencing spaced appropriately for mature growth.
- A utility plan indicating no power poles to the site.

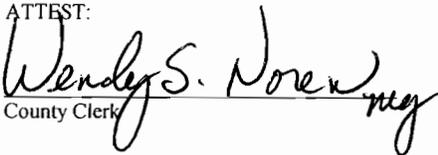
VOID DATE: Void if not used for 12 month period.

EXPIRATION DATE: N/A

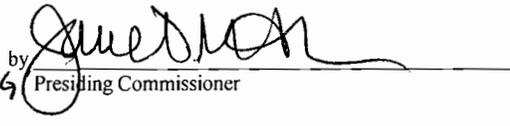
ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
ACTING Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 10-6-14

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

-
- The Federal Government has endorsed wide-spread availability of cellular communications through the adoption of the Telecommunications Act of 1996.
 - The Telecommunications Act of 1996 limits the ability of local governments to regulate transmission facilities.
 - The application complies with the requirements of Boone County Zoning Regulations Section 15. B. **“Conditional Use Permits for Transmission Facilities.”**
 - This transmission facility will provide needed telecommunications access to the general public as well as emergency services.
 - Installation of landscaping features will obscure ground installed equipment from public sight.
 - The limited existing development in the immediate vicinity is buffered by terrain and foliage from the site.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the III Quarter beginning on 7/07/2014 through 10/2/2014.

Done this 6th day of October, 2014.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County portion of the September 2014 expenses for the Office of Emergency Management in the amount of \$20,147.80.

Done this 6th day of October, 2014

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner



Office of Emergency Management

2201 Interstate 70 Drive NW

Columbia, MO 65202

OFFICE: 573-447-5070

FAX: 573-447-5079

Invoice

Date	Invoice #
9/30/2014	38

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	OEM EXPENSES FOR SEPTEMBER	20,147.80		20,147.80

I, Misti Reynolds, Executive Assistant of Office of Emergency Management certifies that all Boone County Fire Protection District's procurement and spending polices have been followed and that all costs to be reimbursed were for Emergency Management services.

Misti Reynolds

Total	\$20,147.80
Payments/Credits	\$0.00
Balance Due	\$20,147.80



OFFICE OF EMERGENCY MANAGEMENT

2014 EMPG/OEM



PERSONNEL	EMPG BUDGET	Actual Expenditures for		Actual Expenditures Year To Date	OEM BUDGET	Actual Expenditures for		Actual Expenditures Year To Date	TOTAL BUDGET	Over/(Under) Total Budget
		Sept 2014	Sept 2014			Sept 2014	Sept 2014			
Salaries	\$ 68,822.97	\$ 5,133.38	\$ 48,377.44	\$ 95,000.00	\$ 7,026.22	\$ 66,124.08	\$ 163,822.97	(\$19,321.45)		
Fringe	\$ 6,965.52	\$ 908.96	\$ 5,129.00	\$ 50,000.00	\$ 5,827.53	\$ 31,069.55	\$ 56,965.52	(\$30,769.97)		
TOTAL PERSONNEL	\$ 75,788.49	\$ 6,042.34	\$ 53,506.44	\$ 145,000.00	\$ 12,853.75	\$ 97,193.63	\$ 220,788.49	(\$70,008.42)		
OPERATIONS										
Office Supplies	\$ 1,000.00	\$ 193.30	\$ 862.44	\$ 1,000.00	\$ 193.30	\$ 956.66	\$ 2,000.00	(\$180.90)		
Public Education & Training	\$ -	\$ -	\$ -	\$ 20,500.00	\$ 54.41	\$ 140.30	\$ 20,500.00	(\$20,359.70)		
HAM Radios	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 19.95	\$ 500.00	(\$180.05)		
EOC Maintenance (Everbrite)	\$ 375.00	\$ -	\$ 375.00	\$ 500.00	\$ -	\$ 375.00	\$ 875.00	(\$500.00)		
Registration Fees (membership dues, etc.)	\$ 500.00	\$ -	\$ 350.87	\$ 2,100.00	\$ 20.00	\$ 390.89	\$ 2,600.00	(\$1,858.24)		
Phones	\$ 694.15	\$ 38.68	\$ 305.81	\$ 694.15	\$ 38.68	\$ 305.84	\$ 1,388.30	(\$776.65)		
Office Rent	\$ 4,805.85	\$ -	\$ 4,805.85	\$ 4,805.85	\$ -	\$ 4,805.85	\$ 9,611.70	\$ 0.00		
Utilities for Sirens	\$ 4,750.00	\$ 481.88	\$ 2,912.73	\$ 4,750.00	\$ 481.90	\$ 2,912.87	\$ 9,500.00	(\$3,674.40)		
Siren Maintenance	\$ 18,564.00	\$ 1,547.00	\$ 13,923.00	\$ 18,564.00	\$ 1,547.00	\$ 13,923.00	\$ 37,128.00	(\$9,257.00)		
Generator Maintenance	\$ 880.00	\$ -	\$ 140.60	\$ 880.00	\$ -	\$ 140.61	\$ 1,760.00	(\$1,178.79)		
Warehouse Rent	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ 0.00		
Other Misc Expenses (Go-kits, etc.)	\$ 2,483.05	\$ 2,408.55	\$ 2,483.05	\$ 5,505.13	\$ 4,763.03	\$ 4,837.53	\$ 7,988.18	(\$966.66)		
Clothing	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)		
Marketing, printing & publications	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	(\$5,000.00)		
Damage Assessment App	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	(\$10,000.00)		
Mitigation (Siren upgrade)	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	(\$25,000.00)		
TOTAL OPERATIONS	\$ 35,552.05	\$ 4,669.41	\$ 27,659.35	\$ 102,299.13	\$ 7,098.82	\$ 30,308.50	\$ 137,851.18	(\$79,683.33)		
TRAVEL										
Conferences	\$ 957.66	\$ -	\$ 435.45	\$ 2,000.00	\$ -	\$ 481.21	\$ 2,957.66	(\$974.10)		
Non-EMPG Travel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 195.73	\$ 249.55	\$ 1,000.00	(\$750.45)		
TOTAL TRAVEL	\$ 957.66	\$ -	\$ 435.45	\$ 3,000.00	\$ 395.73	\$ 730.76	\$ 3,957.66	(\$291.45)		
TOTAL	\$ 112,298.20	\$ 10,711.75	\$ 81,601.24	\$ 250,299.13	\$ 20,147.80	\$ 128,132.89	\$ 362,597.33	(\$152,703.20)		

September Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
Boone Electric	Utilities	Siren electric for group 314925001, 46111001, 2297	160.35	160.34	320.69
Seton Identification	Office Supplies	Inventory tags	143.3	143.3	286.6
MEM	Benefit	August billing	440.03	4.52	444.55
BCFPD	Travel	Per Diem for Martina's PIO Conference	57.13	0	57.13
Boone Electric	Utilities	Siren electric for group 314925001, 46111001, 2297, 145479, 2296	288.21	288.2	576.41
Blue Valley Public Safety	Siren Maintenance	September billing	1547	1547	3094
World Wide Technology	Other Expenses - EOC laptops	Microsoft office for EOC laptops	565.68	565.68	1131.36
Anthem Blue Cross	Benefit	September billing	548.16	118.34	666.5
BCFPD	Payroll	9/11 Payroll	3513.11	2566.69	6079.8
Commerce Bank	Non-EMPG Travel	Martina - Hotel for PIO Conference	138.6	0	138.6
Commerce Bank	Public Education	Pet Disaster Materials	42.41	0	42.41
Commerce Bank	Subscriptions	Basecamp for 08/23-09/23	20	0	20
Commerce Bank	Public Education	Pet Disaster Trailer Title	12	0	12
Commerce Bank	Other Expenses - Pelican Case	Pelican case for EOC laptops	343.49	343.48	686.97
AT&T	Phones	July billing	38.68	38.68	77.36
BCFPD	Payroll	09/26 Payroll	3513.11	2566.69	6079.8
Dell Marketing	Other Expenses - EOC laptops	7 EOC Laptops	3853.86	1499.39	5353.25
Staples	Office Supplies	Printer tabs for EOC Emergency Books	50	50	100
Boone Electric	Utilities	Siren electric for group 2298	33.34	33.34	66.68
Lagers	Benefit	June billing	1928.39	314.44	2242.83
Lagers	Benefit	August billing	2910.95	471.66	3382.61
<hr/>			20147.8	10711.75	30859.55

Type	Date	Num	Name	Memo	Debit	Credit
1100-70 - CASH - OEM						
Bill Pmt -Check	09/02/2014	AUTO	VBoone Electric	Siren electric	320.69	
Bill Pmt -Check	09/04/2014	88145	VMEM	August billing	444.55	
Bill Pmt -Check	09/04/2014	88146	VSeton	Inventory Tags	286.60	
General Journal	09/09/2014	04043025	VBCCFPD	OEM's portion of Martina's per diem for NIOA Conference on 08/23/14-08/28/14	57.13	
Bill Pmt -Check	09/09/2014	AUTO	VBlue Cross	Sept billing	666.50	
Bill Pmt -Check	09/10/2014	AUTO	VBoone Electric	SIREN ELECTRIC	576.41	
Bill Pmt -Check	09/10/2014	88166	VBlue Valley Public Safety, Inc.	Siren maintenance for September	3,094.00	
Bill Pmt -Check	09/10/2014	88167	VWorld Wide Technology	Microsoft Office for EOC laptops	1,131.36	
General Journal	09/10/2014	04043027	VBCCFPD	Payroll	6,079.80	
Bill Pmt -Check	09/15/2014	EFT	Visa Lee Turner	Foamerica.com	686.97	
Bill Pmt -Check	09/15/2014	EFT	Visa Josh Creamer	Basecamp	20.00	
Bill Pmt -Check	09/17/2014	eft	VBoone Electric	Siren electric	66.68	
Bill Pmt -Check	09/18/2014	EFT	Visa Martina Pounds	Hotel for conference & pet disaster materials	181.01	
Bill Pmt -Check	09/18/2014	EFT	Visa BCFD3	Department of Revenue	12.00	
Bill Pmt -Check	09/18/2014	Auto	VAT&T Mobility	July billing	77.36	
General Journal	09/25/2014	04043034	VBCFPD	9/26/14 payroll	6,079.80	
Bill Pmt -Check	09/25/2014	88256	VStaples Business	Printer tabs	100.00	
Bill Pmt -Check	09/26/2014	88234	VDell Marketing	EOC Laptops	5,353.25	
Payment	09/29/2014	000104-600158	CBoone County Commission	Sept billing	16,920.24	
General Journal	09/30/2014	04043037	VLAGERS	June billing	2,242.83	
General Journal	09/30/2014	04043037	VLAGERS	August billing	3,382.61	
Payment	09/30/2014	E00009261400679	CState Of Missouri	August EMPG	8,256.72	
Total 1100-70 - CASH - OEM					25,176.96	30,859.55

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby recognize October 2014 as Cyber Security Awareness Month.

Done this 6th day of October, 2014.

ATTEST:

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

Absent
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
Acting Presiding Commissioner

Proclamation Recognizing October as Cyber Security Awareness Month

Whereas, Boone County recognizes the vital role that technology plays in our everyday lives and, as citizens, businesses, schools and organizations increasingly rely upon the internet to conduct business, connect with others, manage personal finances, increase knowledge and enhance education, in the shaping of our future as well;

Whereas, Boone County understands critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care and emergency response systems;

Whereas, internet users and our information infrastructure face an increasing threat of malicious cyber attack, significant financial and personal privacy losses due to identity theft and fraud;

Whereas, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of Boone County information infrastructure and economy;

Whereas, the Boone County Information Technology Department strives to be aware of the latest threats to cyber security and how to defend against them and to educate Boone County employees of the importance of diligence when conducting business using the internet;

Whereas, the U.S. Department of Homeland Security has established the Office of Cybersecurity and Communications and devoted resources within it solely to support the strengthening and securing of the country's cyber infrastructure at the state, local, tribal, and territorial levels;

Whereas, the U.S. Department of Homeland Security, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers and the National Cyber Security Alliance have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit the sites of these organizations, along with the Stop.Think.Connect Campaign website, to learn about cyber security and put that knowledge into practice in their homes, schools, workplaces and businesses;

Therefore, in an effort to raise awareness of the importance of cyber security and in recognition of those who work daily to maintain this security in our community, the Boone County Commission does hereby declare the month of October 2014 as Cyber Security Awareness Month.

IN TESTIMONY WHEREOF, this 6th day of October, 2014.

Daniel K. Atwill, Presiding Commissioner

Karen M. Miller, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 6th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, October 7, 2014, at 9:30 a.m. The meeting will be held in Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(11), Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.

Done this 6th of October, 2014.

ATTEST:

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

Absent

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
Acting Presiding Commissioner