

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the

21st

day of

November 20 19

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

Now on this day, the County Commission of the County of Boone does hereby recognize the United States Exercise Tiger Foundation and its honorees on its 31st anniversary and 21st annual Adopt A Warrior Honors Banquet for its continuous efforts to honor our nation's veterans and active duty service members.

Done this 21st day of November 2019.

ATTEST:

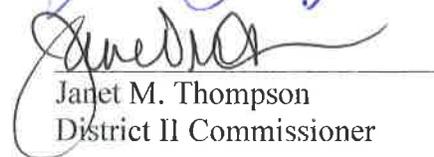
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING THE UNITED STATES EXERCISE TIGER FOUNDATION AND THE 2019 ADOPTED WARRIORS

Whereas, the United States Exercise Tiger Foundation, named in honor of the code name for the secret military full-scale rehearsal for the Invasion of Normandy, has the honorable mission of recognizing the veterans, active military, students, citizens and communities whose patriotic or positive actions have affected American society; and

Whereas, through the Foundation, the legacy of the servicemen who participated in the Battle of Exercise Tiger lives on, honoring the great sacrifices and hardships they endured to help achieve victory and preserve the ideals of freedom and democracy for our great country; and

Whereas, in the over 30 years since its inception, the Foundation has honored veterans of all wars, especially those of World War II, Korea, Vietnam, Afghanistan, and Iraq; actions against ISIS forces; and the Global War on Terror; and

Whereas, in addition to the presentation of the Medal of Combat Valor and the newly-added American Warrior Achievement Medal and Armed Forces Medal, the United States Exercise Tiger Foundation's "Adopt A Warrior Honors Banquet" recognizes selected active duty troops and combat K-9s/Military Working Dogs for their courage, dedication and valor; and

Whereas, this year's banquet, and the County of Boone, recognizes the bravery and honor of the following members of The Warrior Class of 2019:

Major Jason Davis, 35th EN BDE, Missouri Army National Guard
SFC Mark Durbin, 35th EN BDE, Missouri Army National Guard
SSGT Kurtis E. Gray, 509th BW, 509th SFS, K9/MWD Handler, United States Air Force
K-9 "Kyranja," W038, Military Working Dog, 509th BW, 509th SFS, United States Air Force
1SGT Michael Green, 515th Sapper Company, 5th Battalion, United States Army
SFC Jessie Schafer, 515th Sapper Company, 5th Battalion, United States Army
TSGT Zeth Otto, 139th SFS, 139th Airlift Wing, Missouri Air National Guard
SMSGT Brian C. Grim, 139th Medical Group, 139th Airlift Wing, Missouri Air National Guard,
SSG David Immler, Missouri Army Guard Recruiting Command, Missouri Army National Guard
SGT Trey Holcom, USMC Recruiting Kansas City, United States Marine Corps
PO1 Damian Rivera, United States Navy, Recruiting District St. Louis
FLT LT Stuart P. Milne, Royal Air Force, an exchange B-2 Pilot with the 509th BW USAF
CAPT Stephen J. Orians, 358th FS ,495th FG, United States Air Force
MSGT Brandon L. Thompson, 358th FS/495th FG, United States Air Force
SrA Slade M. Tyson, 358th FS/495th FG, United States Air Force
SSGT Stanley J. Adams, 9th Regiment "Manchu," US Army ret., Honorary Adopted Warrior, for
combat actions in the Vietnam War.

Therefore, the Boone County Commission does hereby recognize the United States Exercise Tiger Foundation and its honorees on its 31st anniversary and 21st annual Adopt A Warrior Honors Banquet for its continuous efforts to honor our nation's veterans and active duty service members. The Boone County Commission also extends its respect and gratitude to those who have served our great nation, especially those being honored on this occasion.

IN TESTIMONY WHEREOF, this 21st day of November, 2019.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

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STATE OF MISSOURI

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In the County Commission of said county, on the

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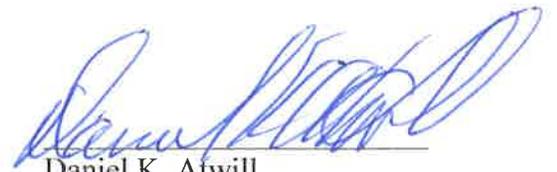
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2505 E. Oakbrook Drive, A+B, parcel #12-415-20-02-005.00 01.

Done this 21st day of November 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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

In Re: Nuisance Abatement	)	November Session
2505 E. Oakbrook Drive,	)	October Adjourned
A+B	)	Term 2019
Columbia, MO	)	Commission Order No. <u>494-2019</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 21st day of November 2019, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B, Morris Subdivision 2, Lot 9, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 5046 page 0165, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 16th day of October to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

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

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 11/5/19 @ ~ 3:00 pm
2505 E. Oakbrook Drive A+B



Timberwood Homes LLC
2505 E. Oakbrook Drive A+B
Health Department nuisance notice - timeline

- 9/11/19: citizen complaint received
- 9/12/19: initial inspection conducted
- 9/14/19: notice of violation notice sent to owner, return receipt requested – notice never claimed
- 10/16/19: notice of violation posted in local newspaper
- 11/5/19: reinspection conducted – violation not abated – photographs of violation taken at ~ 3:00 pm
- 11/7/19: hearing notice sent



HEARING NOTICE

Timberwood Homes LLC
5675 N. Pintail Drive
Columbia, MO 65202

An inspection of the property you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on September 12, 2019 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that the a hearing will be held before the County Commission on Thursday, November 21, 2019 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7th day of

November 2019 by DUR

**COLUMBIA/BOONE COUNTY DEPARTMENT OF
PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF HUMAN SERVICES
P.O. BOX 6015
COLUMBIA, MO 65205**

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ Invoice #31005166 _____

**NOTICE OF DECLARATION OF
PUBLIC NUISANCE
AND ORDER OF ABATEMENT**

To: Timberwood Homes LLC
5675 N. Pintail Drive
Columbia, MO 65202
In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: **M o r r i s**
Subdivision #2, Lot 9 a/k/a 2505 E. Oakbrook Drive A+B as shown by deed book 5046 page 0165

Type of Nuisance: growth of weeds in excess of twelve inches high

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

Date of Declaration, Order and Publication: October 16, 2019

Stephanie Browning, Director,
Columbia/Boone County Department
of Public Health

INSERTION DATE: October 16, 2019

STATE OF MISSOURI

County of Boone

)
) ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion	.....	October 16, 2019
2nd Insertion	.....	, 2019
3rd Insertion	.....	, 2019
4th Insertion	.....	, 2019
5th Insertion	.....	, 2019
6th Insertion	.....	, 2019
7th Insertion	.....	, 2019
8th Insertion	.....	, 2019
9th Insertion	.....	, 2019
10th Insertion	.....	, 2019
11th Insertion	.....	, 2019
12th Insertion	.....	, 2019
13th Insertion	.....	, 2019
14th Insertion	.....	, 2019
15th Insertion	.....	, 2019
16th Insertion	.....	, 2019
17th Insertion	.....	, 2019
18th Insertion	.....	, 2019
19th Insertion	.....	, 2019
20th Insertion	.....	, 2019
21st Insertion	.....	, 2019

COLUMBIA MISSOURIAN

PRINTER'S FEE \$35.10

By: _____
(Bryan Chester, General Manager)

Subscribed and sworn to before me this
16th day of October, 2019

Melody Cook

(Melody Cook, Notary Public)
My Commission Expires October 16, 2020

MELODY COOK
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cooper County
My Commission Expires Oct. 16, 2020
Commission ID #12405232



Kristine Vellema <kris.vellema@como.gov>

Fwd: County Nusiance

1 message

Kala Tomka <Michala.Wekenborg@como.gov>
To: Kristine Vellema <kris.vellema@como.gov>

Wed, Sep 11, 2019 at 10:09 AM

For you!

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>
Date: Wed, Sep 11, 2019, 10:04 AM
Subject: County Nusiance
To: Kala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

912: weeds

Terry (573-554-9021) called stating at 2510 and 2505 E Oakbrook Drive the grass/weeds are as tall as he is (6ft) in some places, and snakes have been seen coming out of those lots.

No need to call unless there are questions, I explained the process and he was good with that.

Thanks!

Donna Rivers
Senior Administrative Support Assistant
Environmental Health
Columbia/Boone County
Department of Public Health and Human Services
1005 W Worley, Columbia MO 65203
573-874-7346

Tom Schauwecker Assessor

Parcel 12-415-20-02-005.00 01 **Property Location** 2505 E OAKBROOK DR A+B

City _____ **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library COL BC LIBRARY (L4) **Fire** BOONE COUNTY (F1)

Owner TIMBERWOOD HOMES LLC

Address 5675 N PINTAIL DR

Care Of

City, State, Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0388 0740
Section/Township/Range 20 49 12
Legal Description MORRIS SD #2
 LOT 9
Lot Size 116.60 × 140.00
Irregular Shape
Deeded Acreage .00
Calculated Acreage .00
Deed Book/Page 5046 0165 5036 0111 4881 0133 2988 0026

CURRENT APPRAISED

Type	Total
RESIDENTIAL	3,100
Totals	3,100

CURRENT ASSESSED

Type	Total
RESIDENTIAL	589
Totals	589

RESIDENCE DESCRIPTION

Year Built	2000	
Use		
Basement	0	Attic 0
Bedrooms	0	Main Area 0
Full Bath	0	Finished Basement Area 0
Half Bath	0	
Total Rooms	0	Total Square Feet 0

Boone County Assessor

801 E. Walnut St., Rm 143
 Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

Boone County, Missouri

Recorded in Boone County, Missouri

Date and Time: 07/09/2019 at 09:49:31 AM

Unofficial Document Instrument #: 2019012365 Book: 5046 Page: 165

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

Nora Dietzel
Nora Dietzel, Recorder of Deeds



Boone-Central Title Company
File No. 1934458

Missouri Corporation Warranty Deed

This Indenture, Made on 8th day of July, 2019, by and between

Tompkins Homes and Development, Inc., a Missouri corporation,
as GRANTOR, and

Timberwood Homes, LLC, a Missouri limited liability company,

as GRANTEE, whose mailing address is: **5675 N. Pintail Dr.**
Columbia, MO 65202

Property Address: **2505 E. Oakbrook Dr., Columbia, MO 65202**

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

Lot Nine (9) of Morris Subdivision Number Two (2) in Boone County, Missouri, as shown by the survey thereof recorded in Book 388, Page 740, Records of Boone County, Missouri.

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

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

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JUL 09 2019

Unofficial Document

IN WITNESS WHEREOF, The GRANITOR has caused these presents to be signed by its President and attested by its Secretary on the day and year above written.

Tompkins Homes and Development, Inc., a Missouri corporation



By Mike Tompkins, President

Secretary

State of Missouri

}
}
}

ss:

County Of Boone

On this **8th day of July, 2019**, before me, appeared **Mike Tompkins, President**, to me personally known, who being by me duly sworn, did say that he/she is the President of **Tompkins Homes and Development, Inc., a Missouri corporation**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said **Mike Tompkins, President** acknowledged said instrument to be the free act and deed of said corporation.

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



Notary Public

My Term Expires: 1/9/20

MARY JO EDMISTON
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires January 9, 2020
Commission #11498146

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 21st day of November 20 19

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 2020 Fostering Court Improvement JCIP Sub-grant submitted by the 13th Judicial Circuit Court.

Done this 21st day of November 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

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

Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements (FY20)

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available **up to \$1,000** for each of the project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit a funding request on this form, along with budgets and justification, for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets, within OSCA Financial Guidelines, after costs have been incurred.

Budget Request

1. Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunches for FCI/contract attorney meetings	\$1000	e.	
b.		f.	
c.		g.	
d.		h.	

2. Total Budget Request \$

3. Specific County to be reimbursed:

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?

Our FCI meetings are held right after a general docket, so we are able to ensure a higher attendance. We use the FCI enhancement grant in order to pay for lunches at our quarterly FCI/contract attorney meetings. Not only does this help ensure a higher rate of attendance, we are able to spend time collaborating while eating lunch. A higher attendance rate from contract attorneys also helps us have more team members for sub-groups.

2. Provide a timeline and description of how the funding will be used.

(Funding must be spent prior to September 30, 2020 and OSCA must be billed prior to October 8, 2020.)

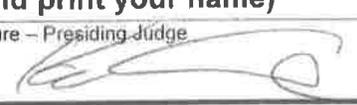
Joint FCI/contract attorney meetings will be held December 2019, March 2020, June 2020, and September 2020.

For OSCA Internal Use Only

Yes No

- | | | |
|---|--|--|
| 1. Does this request fall within the scope of the Fostering Court Improvement Program? | | |
| 2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds? | | |
| 3. Is it clear that funding will be expended by September 30, 2020 and billed to OSCA before October 8, 2020? | | |
| 4. Are there any special terms or conditions attached to this award? | | |

Authorization (please both sign and print your name)

Circuit <div style="text-align: center; font-size: 2em;">13</div>	Signature – Presiding Judge 	Date <div style="text-align: center; font-size: 1.5em;">11/14/19</div>
OSCA	Deputy State Courts Administrator	Date

Return to:

Office of State Courts Administrator, Contracts Section
osca.contracts@courts.mo.gov

496-2019

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Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

November

20 19

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 recommendation from the Job Classification Committee:

Create a new classification titled Director, Emergency Communications Center (Classification Code 408050) on Pay Plan Range 70.

Done this 21st day of November 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



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

November 21, 2019

Recommendations from the Job Classification Committee

The Job Classification Committee met on November 19, 2019 and reviewed a request from the Boone County Commission to create a new classification of (408050) Director, Emergency Communication Center.

The Commission intends to deactivate two classifications and positions, (408300), (position number 880) Director OEM- Range 60 and (408100), (position number 879) Director, Boone County Joint Communications- Range 68 and replace them with a single position with the new classification. The new Director position will oversee both the Boone County Joint Communications department and the Boone County Office of Emergency Management.

The Job Classification Committee now presents the following recommendations:

Create a new classification of Director, Emergency Communication Center (class code 408050) on Range 70.

Approve the title change and qualifications change of classification 104900, now titled Helpdesk Technician II.

The job descriptions for the relevant position is attached hereto.



BOONE COUNTY JOB DESCRIPTION

JOB TITLE: Director, Emergency Communications Center	NEW: X	REVISED: _____
(Please check one)		
REPORTS TO: <u>Boone County Commission</u>	FLSA: <u>Exempt</u>	DATE: <u>11/19</u>
DEPARTMENT: <u>Joint Communications and Emergency Management</u>	JOB CODE: _____	

DEFINITIONS:

Directs and provides leadership, strategic planning, and support of procedures and programs to effectively operate the Boone County 9-1-1 Operations Center, Emergency Operations Center (EOC) and the Emergency Communications Center (ECC). Manages the daily operations within the offices of Joint Communications and Emergency Management (OEM).

Provides leadership, inter-office support, and assists in performance of county-wide mitigation programs. Oversees outreach and planning of community preparedness programs, emergency response and recovery plans, and public and private sector training for disaster preparedness, response, and recovery.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Manages the daily operations of the Office of Emergency Management and Joint Communications including development, deployment and monitoring of policies, procedures and guidelines for both offices. Interacts daily with government officials, public and private organizations, emergency service organizations, utilities, media, and the general public to coordinate activities relating to all functions of the ECC.

Directs, supervises, and assigns work to branch managers and all staff. Prepares annual personnel, operations and capital improvement budgets for yearly and on-going projects. Coordinates, develops, and prepares required annual reports.

Maintains compliance with State laws and regulations regarding emergency services, health, and safety issues. Advises and/or approves recommendations on specifications for various communication and other technology to support public safety and the effective operation of the ECC.

Authorizes work schedules, assignments, and plans for daily and crisis staffing and operations of the ECC. Reviews bid packages and recommends awards. Oversees all emergency communication equipment to ensure proper maintenance and operation as it pertains to the ECC. Stays current on 9-1-1 and OEM industry technology trends.

Engages in research, validates information, and coordinates the development of plans, policies, procedures, checklists, and guidelines governing the operation of emergency management. Oversees preparation, coordination, and maintenance of a current, comprehensive county-wide emergency operations plan for preparedness, response, and recovery in the event of emergency or disaster.

Consults and advises the County Commissioners regarding emergencies, disasters, or threats. Establishes, staffs, and operates the EOC, including established warning signals, support services, and other emergency details. Assumes the role and responsibility of the Commander during EOC activations. Assures 24 hours per day/7 days per week availability of OEM to respond to emergency incidents and disasters.

Oversees development and updating of continuity of operations plans, emergency response plans, and training programs for all facilities serviced by the County. Guides and assists agencies, groups, organizations, and others in development of disaster preparedness plans and responses to emergencies. Acts as Boone County's emergency services liaison with federal, state, and local government agencies, police, fire and ambulance, volunteer agencies, industry, schools, day cares, nursing homes, and community organizations.

Develops, coordinates, and/or provides input on all plans in the county to include, but not be limited to, dams, prisons, schools, nursing homes, day care centers, industry, chemical facilities, airports, health care facilities, hospitals, and nuclear reactors. Oversees office relations with surrounding counties, regions, state, and municipalities regarding statutorily governed mutual aid agreements.

Acts as liaison between County and community activities and organizations pertaining to the functions of the ECC. Serves on committees and task forces as required and requested. Is the designated Missouri Uniform Law Enforcement System Terminal Agency Administrator for Joint Communications. Attends meetings and training sessions as required. Prepares required local, state, and federal reports. Performs other job-related duties as required.

Regularly works beyond normal work hours and is on-call as necessary. Occasionally exposed to highly traumatic, stressful situations or events. Works with exposure to noise and disruptions, and above average stress. Travels frequently during all seasons and is exposed to outdoor elements. Must be able to pay close attention to detail and concentrate on work in all working conditions.

Must be able to sit for long periods throughout the workday, with intermittent periods of standing, walking, bending, twisting, and reaching as necessary to carry out job duties. Must be able to cope with the physical, mental, and emotional stress of the job and maintain emotional stability during stressful situations.

KNOWLEDGE AND SKILL:

1. Must be able to speak and understand the English language in clear manner in order to carry out essential functions of the job.
2. Must possess effective oral and written communication skills.
3. Must possess initiative and problem-solving skills.
4. Must possess a valid MO Driver's License and a willingness to travel as needed.
5. Must have flexibility, personal integrity, and the ability to function independently.
6. Must possess the ability to develop budgets, coordinate expenditures, and perform accounting functions.
7. Must possess the ability to interact effectively with public media and conduct effective public relations programs.
8. Must possess knowledge of Federal and State rules and regulations and the ability to assure compliance with the same.
9. Must possess knowledge of emergency communications equipment, systems, procedures, and practices.
10. Must possess knowledge of emergency management systems, procedures, and practices.
11. Must possess the ability to evaluate, revise, and recommend changes/improvements to standard operating procedures and policies.
12. Must possess the ability to develop and implement effective procedures to meet local needs and to effectively participate in policy planning and implementation.
13. Must possess the ability to act quickly and calmly in emergency situations.
14. Must possess the ability to maintain confidentiality in regard to information and records.
15. Must possess excellent knowledge of County geography.
16. Must possess knowledge of and ability to develop and implement plans to deal with natural disasters and/or emergencies, to plan and carry out programs, to develop local resources, and to coordinate and direct resources during emergencies and disasters.
17. Must possess ability to establish and maintain effective working relationships with governmental agencies, officials, staff, volunteers, and the general public.
18. Must possess the technical knowledge of operating personal computers and other office equipment.
19. Must possess the ability to make independent decisions when circumstances warrant such action.
20. Must possess ability to plan, direct, and supervise work and staff within the department.
21. Must possess the working knowledge of two-way radio communications equipment.

PHYSICAL DEMANDS:

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen and to correspond via email; must possess hearing and speech to communicate in person and over the telephone.

Ability to operate a motor vehicle. Cognitive ability to understand and convey complex information.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. from below waist to above shoulders and transporting distances up to 50 yards. OCCASIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects; lifting objects weighing 20-35 lbs from below waist to above shoulders and transporting distances up to 50 feet.

WORK ENVIRONMENT:

This job operates in a professional office environment. Professional attire is required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, filing cabinets and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials and members of other entities.

MINIMUM QUALIFICATIONS:

Bachelor's Degree preferred or equivalent training/experience in emergency management, environmental/life sciences, community planning, public administration, fire or police management, or related field; plus computer training. 10 years working experience in the field of emergency response and/or emergency communications, 5-8 years supervisory management experience. and a valid Missouri Driver's License. Certified Emergency Manager ("CEM") certification or ability to obtain such certification within 3-5 years preferred.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

November

20 19

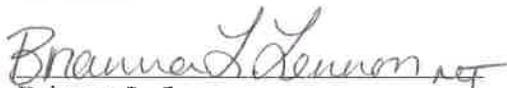
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request to hire above the Flexible Hiring Maximum for position 597, Assistant Prosecuting Attorney II, and does hereby authorize an appropriation of \$65,000.00 for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum Form.

Done this 21st day of November 2019.

ATTEST:

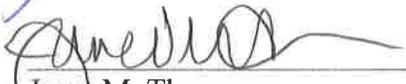

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Heather Richenberger Department Prosecuting Attorney

Position Title Assistant Prosecuting Attorney II Position No. 597

Proposed Starting Salary (complete one only) Annual: \$65,000.00 % of Mid-Point _____
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 10

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Heather received her Juris Doctorate from the University of Missouri School of Law in 2001. For the past 10 years she has been a career/permanent Judicial Law Clerk to the Honorable Matt J. Whitworth, U.S. District Court for the Western District of Missouri. She has extensive criminal court experience. During her tenure in federal court, she has participated in & assisted the Judge in numerous criminal court proceedings, including jury trials, bench trials &

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:
The proposed salary is in line with other assistant prosecuting attorneys in our office with similar years of experience.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
This proposal should not have a negative effect on other attorney positions in our office.

Additional comments:
There will be no negative budgetary impact because the new hire will be \$12,022.40 less than the former employee.

Administrative Authority's Signature: Daniel E. Knight Date: 11-12-19

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: Jane Pitchford by JF Date: 11/18/19

Human Resource Director's Recommendations:
Approve. Does not appear to cause equity issues and is consistent w/ level of prior experience
 Human Resource Director's Signature: [Signature] Date: 11/18/19

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 11-21-19
 District I Commissioner's Signature: _____ Date: 11-21-19
 District II Commissioner's Signature: [Signature] Date: 11/21/19

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 21st day of November 20 19

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

Now on this day, the County Commission of the County of Boone does hereby authorize Information Technology to upgrade the Network Firewall System per the request in the attached memo.

Done this 21st day of November 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II 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: November 14, 2019

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish, IT Director

SUBJECT: Emergency Request for Network Firewall System Upgrade

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

The purpose of this request is to seek emergency approval to move forward with a Network Firewall System upgrade required for configuration changes. The current firewall version was end of support in October 2019. It now needs immediate attention to be current and allow configuration changes. Work began with our vendor on a migration plan, and it was quickly determined that our existing hardware did not have enough resources to run the newer version and all the services that are required. The county technical staff would not request professional services for standard upgrades, however in this situation, the firewall services are being modified, and vendor assistance is required.

I am requesting to use unanticipated emergency hardware funds from Departments 1170 (50%) (Information Technology) and 2703 (50%) (Information Technology-BCJC/EM) for this purchase of \$5,476.80. Management Server – Asset Tag 20237 and Firewalls – Asset Tags 20238 and 20239.

Sysetem Memory	\$824.00
Upgrade to Firewall System	\$4,900.00
Tech Services/Upgrade Maint.	\$2,100.00
Contract discount	- \$2,347.20
Total Purchase:	\$5,476.80

Thank you for your consideration.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the 21st day of November 20 19

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 from the Auditor's Office to budget anticipated funds from NACo for reimbursement for the Sequential Intercept Mapping event.

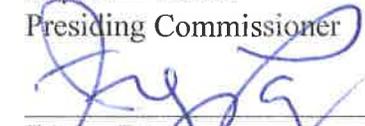
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2130	3528	Community Health (Hsptl Lease)	Reimb Personnel/Projects		5,000
					5,000

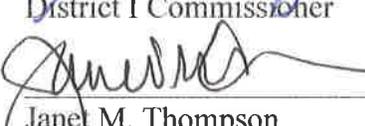
Done this 21st day of November 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



COUNTY OF BOONE – MISSOURI

Boone County Community Health Fund

Notice of Funding Availability

Strategic Opportunities

BOONE COUNTY COMMUNITY SERVICES DEPARTMENT MISSION:

To support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental and social well-being to cultivate a safe and healthy community.

CONTACT INFORMATION:

Boone County Community Services Department
605 E. Walnut, Ste. A, Columbia, MO 65201

Phone: (573) 886-4298 • Email: communityservices@boonecountymo.org

I. Background

As part of an amendment to the lease agreement between Boone County Hospital and Barnes Jewish Christian dated December 27, 2006, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

II. Strategic Opportunities Funding

The Strategic Opportunities Fund may be utilized to improve expertise, pilot innovative programs or as match funds to secure funding from other payer sources. Funds are available for any new or different method, situation, or opportunity that could not have been anticipated, is consistent with, and addresses community health needs, as determined by the Boone County Commission.

III. Minimum Eligibility Criteria

Organizations must at a minimum meet the following criteria to be eligible for funding:

- Any tax-exempt, not organized for profit agency or governmental entity
- Be in good standing with the State of Missouri
- Conduct an annual independent financial audit
- File a Federal 990 annually
- Be certified, accredited or licensed in the services for which funds are requested
- Require annual background checks, including child abuse and neglect screenings if working with children, on all employees and volunteers
- Refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with all applicable provisions of Federal and State laws which prohibit discrimination in employment and the delivery of services
- Comply with RSMo §285.530 in that they shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri

IV. Strategic Opportunities Funding Available

There is \$50,000 allocated per calendar year. Strategic Opportunities Funding is only available to fund projects that could not have been submitted during an open Request for Proposals. These funds are intended to be one-time funding.

V. Requesting Strategic Innovation Opportunities Funds

Please complete a Strategic Innovation Opportunity Concept Paper Cover Sheet and Concept Paper. The information and requirements for the Cover Sheet and Concept Paper follow this Notice of Funding Availability.

VI. Award of Strategic Opportunities Funds

The Commission will make a determination based on the Strategic Innovation Opportunity Concept Paper submitted to fund, decline to fund the proposed project, or invite the organization to submit a full proposal for a funding decision.

STRATEGIC INNOVATION OPPORTUNITY
CONCEPT PAPER COVER SHEET

Applicant Information

Organization Name: Thirteenth Judicial Circuit Court

Federal EIN Number: _____

Organization Type (choose one): tax-exempt/not-for-profit x governmental

Address: 705 East Walnut

City, State, Zip Code: Columbia, MO 65201

Name of Presiding Judge: The Honorable Kevin Crane

Name of Contact Person: Mary Epping, Court Administrator

Telephone: 573-886-4000 Email Address: mary.epping@courts.mo.gov

Website:

Project Information

Project Title: Sequential Intercept Mapping—Phase Two

Amount Requested: \$6,000.00 Total Project Cost: \$11,000.00

Are funds requested all or part of a required match for a grant? Yes x No (not required, but the remainder of the funding is being provided as part of a grant from the National Association of Counties).

Briefly describe how these funds will be used:

In 2014, the National Association of Counties began a program entitled “The Stepping Up Initiative” that sought to reduce the rate at which individuals with behavioral health issues were detained in county jails across the country. Boone County was the first county in Missouri to join the Stepping Up Initiative and one of the first activities in which it engaged was a “Sequential Intercept Mapping” (SIM), a model developed by SAMHSA. During that project, more than 40 representatives of community organizations and governmental entities worked to identify resources and barriers at each “intercept” to understand what actions the community needed to take to advance the efforts of reducing the numbers of those with behavioral health issues in the county jail and cycling through the justice system. As a result of the initial SIM project, the community focused on several projects that were necessary to achieving that goal. Among the projects have been: (1) implementing a bi-weekly staffing of cases of individuals detained in the Boone County Jail who have been identified as having behavioral health issues to ensure

that the behavioral health needs and issues of that individual are timely addressed; (2) expanding Crisis Intervention Training for 911 call takers and detention staff; (3) enhancing the mental health screening tool that is utilized for all pre-trial detainees at the Boone County Jail; and (4) embedding a Community Mental Health Liaison dedicated to Boone County.

Is there any other organization other than the applicant acting as a fiscal agent for this project?

x Yes No

If yes, please indicate the following:

Name of Fiscal Agent Organization: Boone County Commission

Contact Person: Janet Thompson Telephone: 573-886-4309

Name of Project Director (if different from Executive Director): Mary Epping & Janet Thompson

Project Director Title: Epping: Court Administrator; Thompson: District II Commissioner

Telephone: Thompson: 573-864-5197 Email Address: Thompson: jthompson@boonecountymo.org

CONCEPT PAPER REQUIREMENTS

If your organization or initiative meets the general minimum eligibility requirements for Strategic Opportunity funding, the next step is to develop and submit a Concept Paper – a brief document that provides the Commission with an overview of the goals of the potential project.

Concept paper should include, if applicable:

- The project name and a description of the proposed project. Please include how this project will address a community health need.
- The problem or community need the project will address.
- The target population for the proposed project.
- The estimated number of individuals the proposed project will serve.
- The outcomes of the project on the Boone County community.
- Timeline of proposal.
- Brief description of applicant's organization.
- Describe how this project works with organization's mission and vision for the future.
- Any community support or collaborations for this project.
- The project's sustainability plan.
- Estimated total project costs and the amount sought for this project. Please include any type of cash donations or in-kind contributions.

Concept Paper Requirements:

- A Concept Paper Cover Sheet must be attached to every Concept Paper.

- Concept Paper must be no longer than five typewritten, double-spaced pages, using standard font size (12 point), letter-sized paper (8 ½" x 11"), 1" margins, and page numbers (excluding the cover sheet).
- Submit an original and an electronic version of the concept paper.
- Do not send any attachments of any kind in with the concept paper.
- Submit the original concept paper to:
Boone County Community Services Department
605 E. Walnut, Ste. A
Columbia, MO 65201
- Submit the electronic version of the concept paper to:
communityservices@boonecountymo.org

CONCEPT PAPER

FOR

BOONE COUNTY COMMUNITY SERVICES DEPARTMENT

BOONE COUNTY SEQUENTIAL INTERCEPT MAPPING

PROJECT

PHASE TWO

Submitted by:

Mary Epping, Court Administrator, 13th Judicial Circuit

Janet Thompson, Boone County Commission

In May 2015, the Boone County Commission joined the National Association of Counties' "Stepping Up Initiative," making Boone County the first in Missouri and one of the first in the nation to join this national initiative. The goals of the initiative are to maintain public safety while diverting, when possible, those individuals with mental health issues from entering the criminal justice system, and to lower recidivism rates of those already in the system.

To kick off the initiative, the county held a Sequential Intercept Mapping exercise, a nationally-recognized process of identifying available resources and barriers at all points at which individuals with mental health issues might enter the criminal justice system. More than 30 participants, including representatives of law enforcement, the schools, the University of Missouri's School of Social Work, the courts, the Veterans' Hospital, re-entry services, housing, behavioral health care providers, health care providers, and the faith community were present for a day-long discussion. That discussion and identified goals formed the basis for later work in the community.

From that meeting, the county has worked with stakeholders to break down institutional and systemic silos and address some of

the key issues identified to prevent those with mental illness from entering the criminal justice system. With a focus on prevention, much work has been done to address housing needs and availability of behavioral health resources. Through its Health and Human Services and Community Services Departments, the county secured a grant from the Corporation for Supportive Housing, through which data from the homelessness and law enforcement systems was integrated, thus allowing service providers to more accurately and effectively target resources to the highest utilizers of those systems. The local Episcopal church, Calvary Episcopal, secured a grant from the Episcopal Diocese of Missouri that has enabled the county to create a comprehensive, up to date resource data base for families, law enforcement, and professionals within the criminal justice system. The Columbia Housing Authority has obtained housing vouchers which will be utilized for individuals identified by the local Functional Zero Task Force as those at highest need for housing. Those individuals will be provided wrap-around services with funding provided through the county's Community Health Fund. By focusing on people who have the highest interaction with law enforcement and providing services or housing options, it is anticipated that those in the jail with mental

health conditions will be reduced, but that the number of emergency calls related to these individuals will be reduced.

Over the last two years, 13th Circuit Judge Leslie Schneider has led meetings twice each month at which the cases of individuals detained in the Boone County Jail who appear to be experiencing mental illness are reviewed. Jail staff, members of the Prosecutor's Office, private defense counsel, members of the Public Defender's Office, and mental health workers at the jail collaborate to more efficiently and effectively address the mental health issues facing those individuals and where the case might be getting "stuck," thus create better results for the individuals and better utilize the limited resources within the system. This innovative program has now helped more than 200 individuals detained in the Boone County Jail. This program is linked to the new mental health screening tool being used routinely as part of the intake process at the jail. Also having an impact, reducing expenditure of many other resources and lowering recidivism rates is the new policy adopted, with funding secured for its continuation, to provide medication-assisted treatment in the jail to those individuals addicted to opioids. To similar effect, in 2015, the Mental Health Court program was made

accessible to more individuals, currently 40, and the process for admission was made more efficient, reducing the time between sentencing and admission to treatment court from two weeks or more, to five days. The innovations in the court system have not been limited to the state court system. Under the leadership of the Honorable Cavanaugh Noce, the Columbia Municipal Court implemented a Community Support docket for individuals experiencing homelessness and for Veterans. By drawing on local service providers and volunteer efforts, those in the system are connected with services while at the Municipal Court level and are encouraged to take positive steps to change their path going forward. Early in the investigation phase of the County's Stepping Up activities, it was discovered that a project put in place by the Department of Mental Health, while having the potential for excellence, was limited in its effectiveness by the allocation of resources. This project is the provision of a Community Mental Health Liaison (CMHL), who either goes on calls involving mental health issues with law enforcement or is brought into the case early on, again by law enforcement. Boone County had participated in the CMHL program since its inception but, because of limited resources by DMH, Boone County's CMHL was shared by nine other

counties. In June 2019, Burrell Behavioral Health budgeted for a CMHL position specifically designated for Boone County. This will drastically increase the efficacy of this program, giving law enforcement the resources through which mental health challenges can be addressed early on, and situations can be de-escalated and more law enforcement engagement can be avoided.

Over the last year, a coalition from Boone County (the court administrator, county commissioner, health department and community service department) participated in the NACo Leadership Lab. This allowed the team to attend conferences and learn from other counties and communities about initiatives and tools to prevent those with mental illness from entering, or re-entering the criminal justice system.

In the summer of 2019, building on a strong history of providing leadership in the area of re-entry, In2Action, a local program headed by Dan Hanneken, has begun a new project through which a community support resource center will be created and maintained for the benefit of those individuals just released from the Boone County Jail or the Department of Corrections. This program is being established utilizing best practices to reduce the

recidivism rates for these individuals and thus to improve the quality of life for the individuals and the community at large, while more appropriately directly community resources.

Law enforcement throughout Boone County has taken a leadership role in these efforts as well. The Boone County Sheriff's Department has led efforts to bring all law enforcement agencies in the county together utilizing the same Record Management System. This system will allow agencies to share data and thus more accurately react to and assist individuals in mental health crisis with whom law enforcement comes into contact. This supplements law enforcement CIT efforts.

The Sequential Intercept Mapping Project for which funding is requested will allow Boone County, through the participation of all relevant stakeholders, to ascertain what has been accomplished over the last four years and what remains to be accomplished. The SIM process will allow the stakeholders to focus on the particular resources and barriers at each intercept, and particularly, at the re-entry intercept, which has proved to be the most resource-intensive and among the most critical for the success of the justice-involved individuals.

Don Kamin, who facilitated the initial SIM, has indicated his availability to facilitate this SIM as well. That symmetry will allow the community to ensure that the same benchmarks are used and that our progress can be more accurately measured now and in the future. His total fees (including travel) will be partially covered by a grant from NACo, as a result of Boone County's participation in the Leadership Lab.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

November

2019

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 from the Auditor's Office to move funds from Salary & Wages (10100) and Furniture & Fixtures (91100) to Replacement Furniture & Fixtures (91200) to cover the cost of replacement office partitions.

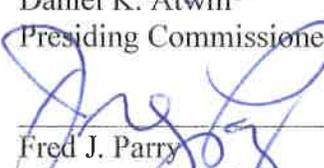
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1110	10100	Auditor	Salary & Wages	8,590	
1110	91100	Auditor	Furniture & Fixtures	5,000	
1110	92100	Auditor	Replacement Furniture & Fixtures		13,590
				13,590	13,590

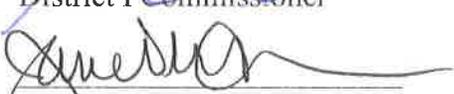
Done this 21st day of November 2019.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION**

500-2019

11/4/19
EFFECTIVE DATE

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1110	10100	Auditor	Salary & Wages	8,590	
1110	91100	Auditor	Furniture & Fixtures	5,000	
1110	92100	Auditor	Replc Furniture & Fixtures		13,590
13,590				13,590	

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

Move budgeted appropriations in classes 1 & 9 to cover replacement office partions.

RECLASS FOR OFFICE PARTIONS

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

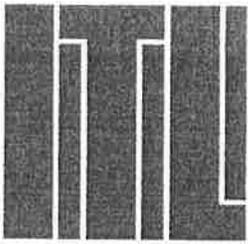
Auditor's Office

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

cy _____ Auditor's Office
James _____ PRESIDING COMMISSIONER
Agenda _____ DISTRICT I COMMISSIONER
James _____ DISTRICT II COMMISSIONER



INSIDE THE LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

PROPOSAL
 18533

DATE 10/29/19
 PROJECT#: 101-17

PROPOSE TO:

June Pitchford
 Boone County
 Auditor's Office
 801 East Walnut
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Auditor's Office
 Attn: June Pitchford
 801 East Walnut
 Columbia, MO 65201
 573-886-4278

CONTACT

REPRESENTATIVE

DESIGNER

TERMS

Brad Eiken

NET 30

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
			Pricing Based on NJPA 031715-KII		
1	1		Wire Works Panel Add-On Starlight Silver Trim Allagash Mist Fabric (2) Tackboards List Price: 20368.00	10,998.72	10,998.72
2	1		Tear Down Existing	900.00	900.00
3	1		Install Estimate	1,687.50	1,687.50

Pricing valid for 30 days.

A 50% deposit of all project costs is due upon order approval.

The remaining balance will be due 15 (fifteen) days after scheduled install date.

Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.

Lead times are approximate and refer to shipping dates.

INSIDE THE LINES is not liable for any delays during shipping.

Approval Date: _____

Approved By: _____

Install Date: _____

Completion Date: _____

13,586.22 +
 from 91100 5,000.00 -
 3,500.00 *

\$8,590 from

account 10100

PRODUCT	10,998.72
INS/DEL	2,587.50
TOTAL	13,586.22

Year	2019	Original Appropriation	5,000.00
Dept	1110 AUDITOR	Revisions	
Acct	91100 FURNITURE AND FIXTURES	Original + Revisions	5,000.00
Fund	100 GENERAL FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	5,000.00
Normal Balance	D DEBIT	Shadow Balance	5,000.00

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

Caryn Ginter

From: June Pitchford
Sent: Monday, November 4, 2019 2:22 PM
To: Caryn Ginter
Subject: FW: Budget Revision for Auditor's Office: Class 9 workstation panels

From: Janet Thompson <JThompson@boonecountymo.org>
Sent: Thursday, October 24, 2019 4:40 AM
To: June Pitchford <JPitchford@boonecountymo.org>
Cc: Dan Atwill <DATwill@boonecountymo.org>; Fred Parry <FParry@boonecountymo.org>; BOCOMORRecord <bocomorecord@boonecountymo.org>
Subject: Re: Budget Revision for Auditor's Office: Class 9 workstation panels

I approve

Sent from my iPhone

On Oct 23, 2019, at 9:33 PM, June Pitchford <JPitchford@boonecountymo.org> wrote:

Commissioners:

This is to make you aware of a budget revision request for the Auditor's Office that I intend to bring forward for your approval.

Background:

In the FY 2019 budget, an additional Accountant FTE position was approved for the Auditor's Office. The Supplemental Request included \$5,000 to purchase workstation components for the new position. Instead of purchasing new workstation components, we located idle/surplus components and pieced together a suitable workstation, so we haven't spent any of the budgeted \$5,000. Now, however, I want to re-direct the \$5,000 toward panel replacements for Jennifer/Meta/Jake: we are using old teal colored fabric panel cobbled together for their workstations while we have silver fabric and glass panels for Caryn/Jason/Heather that were purchased new when we built-out the 3rd floor. Replacing the old panels for Jennifer/Meta/Jake would create a uniform appearance in the office while also improve privacy and sound barriers. The fabric used for Caryn/Jason/Heather's panels has been discontinued (of course!) so we won't be able to match exactly, but it will blend nicely and be a big improvement over the current mis-matched appearance. The panels around Meta and Jake will contain some glass to allow light to filter through, but the glass increases the cost. The total cost will be around \$11-\$12K. I have savings in personnel and benefits because the new FTE position was vacant until filled in April so the cost can be completely covered from appropriations within the Auditor's Office. There are NO on-going costs associated with this budget revision request.

We're sandwiched tightly within the office but, if we can create a more uniform appearance and improve privacy and sound barriers, it will significantly improve the work environment for staff.

The County's Budget Adjustment Policy requires Commission approval of any fixed asset request that was not included in the original budget; hence, I need to bring this request to the Commission for approval.

I'm waiting on a final estimate from Brad Eiken (Inside The Lines) but wanted to check in with you in the meantime. Please let me know if you have any questions or concerns. I appreciate your consideration!

Thanks,
June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

21st

day of

November

20 19

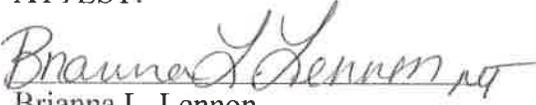
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 61-07OCT19 Asphalt Mill and Overlay Parking Lot Repair – Reality House for the Facilities Maintenance Department to Frech Paving of Columbia, Missouri.

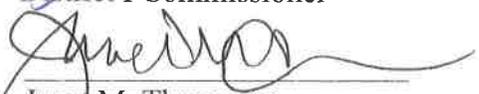
Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 21st day of November 2019.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: November 4, 2019
RE: Contract 61-07OCT19 Asphalt Mill and Overlay Parking Lot Repair – Reality House for the Facilities Maintenance Department

Request for Proposal 61-07OCT19 solicited competitive proposals for Asphalt Mill and Overlay Parking Lot Repair for the Reality House parking lot for the Facilities Maintenance Department. Three proposals were received: Frech Paving, Christensen Construction Company, and Capital Paving & Construction. A County Evaluation Committee evaluated the proposals and determined the proposal from Frech Paving of Columbia, Missouri to be the “lowest and best” proposal and the choice for contract award.

Invoices will be paid from Department 6200 for Capital Repairs & Replacements, Account 60100 for Building Repairs and Maintenance: \$43,435.00.

/lp

cc: Doug Coley, Facilities Maintenance Department
Contract File

Attachments: Evaluation Report

Liz Palazzolo

To: Doug Coley; Jody Moore
Subject: Final Scores RFP 61-07OCT19 Asphalt Mill and Overlay Parking Lot Repair

The result of adding your subjective scores to the cost points is that Frech Paving has been determined the lowest and best proposal for the Reality House parking lot repair project. I left a copy in your office of the complete evaluation report with your last edits, and the cost evaluation. I will proceed with making the award of contract to Frech Paving per your recommendation. Thank you for your help on this project.

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

EVALUATION REPORT FORM

PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI

REQUEST FOR PROPOSAL 61-07OCT19 - Asphalt Mill and Overlay Parking Lot Repair - Reality House

	NAME OF OFFEROR	METHOD OF PERFORMANCE (20 points)	EXPERIENCE & RELIABILITY (20 points)	TOTAL SUBJECTIVE POINTS (40 points)	For Purchasing Use Only	
					COST POINTS (60 points)	TOTAL POINTS (Max 100 points)
1	Frech Paving	20	20	40	60	100
2	Christensen Construction Co.	19	19	38	48	86
3	Capital Paving & Construction	20	18	38	52	90

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Evaluator's Signatures		Evaluator Printed Name	Title	Dept.
		Jody Moore	Service Coordinator	FM
Evaluator's Signatures		Evaluator Printed Name	Title	Dept.
		Doug Coley	Director	FM

Experience and Reliability – 19 Points Awarded (Maximum 20 Points Available)

Strengths:

1. Listed several projects for asphalt repair and paving including several MoDOT projects, New Columbia East Elementary School and the City of Columbia Fieldhouse parking lots.
2. Been in business 33 years.
3. Provided McDonalds (Stadium) and the Crossings Church as references.
4. Christensen Construction has performed successful parking lot work for the County in the past.

Concerns:

1. None

Offeror #3: Capital Paving & Construction – Columbia, Mo.

Method of Performance – 20 Points Awarded (Maximum 20 Points Available)

Strengths:

1. Two days to complete project – would begin project 120 days after Notice to Proceed when weather permits in Spring 2020.
2. 70%-80% of work will be performed by direct-employed staff.
3. Circled “No” on Bidder Qualifications form regarding question about offeror ever failing to complete work.

Concerns:

1. Appears that some temporary or subcontracted staff will be working project – not a big concern; the bid referred to 80% in one part and 70% in another part, so the amount was inconsistent.

Experience and Reliability – 18 Points Awarded (Maximum 20 Points Available)

Strengths:

1. Listed several projects for asphalt repair and paving including City of Columbia Term & Supply, Boone County Term & Supply, Broadway Improvements (City of Columbia), Route 70 Boone, Route 24 Chariton/Randolph, Rout O Morgan, and Route V Camden
2. Been in business 3 years
3. Provided City of Columbia and Orscheln Farm & Home as references
4. Capital Construction and Paving has performed successful parking lot repair for the Boone County, and actually exceeded expectations recently working on paving the First Christian Church parking lot that the County maintains and uses.

Offeror #1: Frech Paving - Columbia, Mo.

Method of Performance – 20 Points Awarded (Maximum 20 Points Available)

Strengths:

1. Two days to complete project – would begin project in Spring 2020.
2. 100% of work will be performed by direct-employed staff.
3. Circled “No” on Bidder Qualifications form regarding question about offeror ever failing to complete work.

Concerns:

1. None

Experience and Reliability – 20 Awarded (Maximum 20 Points Available)

Strengths:

1. Listed parking lot projects that it has performed: MU Summer Paving, Forum Family Church, Hampton-Inn (Sedalia), Forum United Methodist Church, and Compass Health (Higginsville).
2. Been in business 49 years - under same ownership.
3. Provided the University of Missouri, and Emery Sapp & Sons as references.
4. Frech Paving has performed successful parking lot work for the County in the past.

Concerns:

1. None

Offeror #2: Christensen Construction Co. – Kingdom City, Mo.

Method of Performance – 19 Points Awarded (Maximum 20 Points Available)

Strengths:

1. Four days to complete project – would begin project in Spring 2020 (consistent with Addendum #2 RFP).
2. 90% of work will be performed by direct-employed staff.
3. Circled “No” on Bidder Qualifications form regarding question about offeror ever failing to complete work.

Concerns:

1. Project takes twice as long to complete compared to Frech Paving and Capital Paving & Construction.

Concerns:

1. None

SUMMARY:

In terms of Methodology of Performance, all three offerors will perform asphalt milling and overlay parking lot repair in the same manner and are viewed as being equally scored with the exception being that Christensen Construction indicated that it will take four days instead of two days to complete the project compared to Frech Paving and Capital Paving & Construction. In the area of Experience & Reliability, all three offerors are viewed as being equally capable to conduct parking lot repair at Reality House. The County has direct successful experience with all three offerors. Frech Paving and Christensen Construction have a longer history compared to Capital Paving & Construction, and most referenced projects by Capital Paving & Construction appear to be for road paving as compared to parking lot repair. More work would be subcontracted by Capital Paving & Construction compared to Frech indicating that there will be no subcontracting, and Christensen Construction indicating that only about 10% of the project will be subcontracted.

RFP 61-07OCT19 - Asphalt Mill and Overlay Parking Lot Repair - Reality House

<i>Subjective Evaluation</i>	Frech Paving	Christensen Construction Co.	Capital Paving & Construction
Method of Performance and Contractor Support			
<i>Time Frame</i>	2 days to complete - would begin in Spring 2020	4 days to complete - would be consistent with Addendum #2 for project start (Spring 2020)	2 days to complete Project Start: 120 days after Notice to Proceed when weather permits in Spring 2020
<i>Approach to 2" Work</i>	Milling, paving	conventional methods per the specifications and prebid	Utilize milling machine for removals - asphalt paver to lay asphalt
<i>Approach to 4" Work</i>	Milling, paving	conventional methods per the specifications and prebid	Utilize milling machine for removals - asphalt paver to lay asphalt
<i>Contact</i>	Tyler Rawlings (Estimator): 573-999-3129 Jim Frech (VP): 573-219-2481	Rob Christensen (Owner): 814-3308	Steven Field (Estimator): 573-449-0886
<i>Other</i>	Oldest asphalt contractor in Midwest Mo - organizes 1978; Incorporated 1990; 100% of work done by direct-employed staff Circled "No" on Qualifications form regarding question about offeror ever failing to complete work.	90% of work would be done by directly employed staff Circled "No" on Qualifications form regarding question about offeror ever failing to complete work.	80% of work would be done by directly employed staff (Also identified 70% on the Statement of Bidder Qualifications) Circled "No" on Qualifications form regarding question about offeror ever failing to complete work.
Other Proposal Details			
<i>Debarment</i>	Yes	Yes	Yes
<i>Lobbying</i>	Yes	Yes	Yes
<i>E-Verify</i>	Yes/Need MOU	Yes	Yes
<i>Co-op</i>	Yes	Yes	Yes
<i>Affidavit of Compliance with OSHA</i>	Yes	Yes	Yes
<i>Anti-Collusion</i>	Yes	Yes	Yes
<i>Signature Identity of Offeror/Qualifications Forms</i>	Yes	Yes	Yes

RFP 61-07OCT19 - Asphalt Mill and Overlay Parking Lot Repair - Reality House

Subjective Evaluation

Frech Paving

Christensen Construction Co.

Capital Paving & Construction

Experience & Reliability

Vendor's References

University of Missouri; Emery Sapp & Sons

McDonalds (Stadium Blvd.)
Crossings Church

City of Columbia
Orscheln Farm & Home

Other

Been in business 49 years - under same ownership has sound track record of completing asphalt and concrete jobs on time and in budget: List of projects includes MU Summer Pave; City of Cole Camp Schools, Forum Family Church; Hampton-Inn Sedalia; University of Missouri; Forum United Methodist Church; and Compass Health (Higginsville).

Been in business providing asphalt paving and repair in Boone County for 33 years
Christensen Construction Co. has an "excellent team of experienced employees." Listed experience ranges from 10-38 years.
List of major projects completed: MoDOT J5S3257 Boone & Callaway Counties; Boone County Mill & Overlay; MoDOT J5M0282 Boone County Routes NN/YY; New Fulton Stte Hospital; Project Ascent; Boone County Concrete 2018 Rehab Project; New Columbia East Elementary School; Boone County 2017 Mill & Overlay; City of Ashland 2017 Street Project; Callaway County 2019 Asphalt Paving; City of Columbia Fieldhouse Parking Lot; City of Fulton Asphalt Overlay 219; and Montgomery City Asphalt Paving 2019.

3 years - organized and incorporated in 2016
Current contracts and projects:
Contracts: City of Columbia Term and Supply; City of Columbia Broadway Improvements; Boone County Term and Supply.
Current Projects: Route 70 Boone; Route 24 Chariton/Randolph; Route O Morgan; route V Camden.

**RFP 61-07OCT19 - Asphalt Mill and Overlay Parking
Lot Repair - Reality House**

<i>Cost Evaluation</i>	QTY	Frech Paving	Christensen Construction Co.	Capital Paving & Construction
5.1.1: 4" Repair - 4" Asphalt Over Lay	800			
		\$ 25.35	\$ 33.00	\$ 16.50
5.1.2: 2" Repair - 4" Asphalt Over Lay	2,100			
		\$ 10.55	\$ 13.00	\$ 16.50
5.1.3: One-time firm, fixed Mobilization Fee	1			
		\$ 500.00	\$ 1,000.00	\$ 1,000.00
5.1.4: Drive Way Sealer - includes application	1			
		\$ 7.70	\$ 1.50	\$ 14.00
Grand Total Initial Contract Period		\$ 43,435.50	\$ 54,850.00	\$ 49,760.00
COST POINTS: Maximum 60		60	48	52

**PURCHASE AGREEMENT FOR
ASPHALT MILL AND OVERLAY PARKING LOT REPAIR – REALITY HOUSE**

21st November

THIS AGREEMENT dated the _____ day of _____ 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Frech Paving**, herein “Contractor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Asphalt Mill and Overlay Parking Lot Repair – Reality House**, County of Boone Request for Proposal number **61-07OCT19** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Offeror Response/Pricing Page(s), Signature and Identity of Offeror, Statement of Offeror’s Qualifications, Anti-Collusion Statement, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with OSHA, the Affidavit of Compliance with Prevailing Wage, the Sample Performance Bond, the Sample Labor & Material Payment Bond, Boone County’s Standard Terms and Conditions, and Attachment One of said RFP as well as the Contractor’s proposal response dated **September 30, 2019**, executed by **Tyler Rawlings** 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 the proposal response may be permanently maintained in the County Purchasing Office bid file for this RFP if not attached. In the event of conflict between any of the foregoing documents, including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Offeror Response/Pricing Page(s), Signature and Identity of Offeror, Statement of Offeror’s Qualifications, Anti-Collusion Statement, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with OSHA, the Affidavit of Compliance with Prevailing Wage, the Sample Performance Bond, the Sample Labor & Material Payment Bond, Boone County’s Standard Terms and Conditions, and Attachment One of said RFP shall prevail and control over the Contractor’s proposal response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Asphalt Mill and Overlay Parking Lot Repair – Reality House** as identified and responded to in the Contractor’s RFP Response. Service shall be provided as required in the RFP specifications and in conformity with the contract documents for the firm, fixed grand total price of **\$43,435.00** which shall include 800 square yards of 4” Asphalt Overlay Repair at \$25.35 per square yard; 2,100 square yards of 2” Asphalt Overlay Repair at \$10.55 per square yard; a one-time mobilization fee of a total \$500.00; and 65 square yards of driveway sealing at \$7.70 per square yard.
3. **Contract Duration** - This agreement shall commence on the **Date of Award** (as shown above) through **One Year** subject to the provisions for termination specified below.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department. All invoicing may only include the prices listed in the Contractor’s RFP response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s RFP response to the specifications. The County agrees to pay all correct invoices within thirty days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its RFP response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone County Circuit Facilities Maintenance Office using the same formality as this agreement.

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The 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.

FRECH PAVING

By DocuSigned by:
Tyler Rawlings
7C387E63B1204FD...

Title Project Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner
CA4B034E56E4B11

APPROVED AS TO FORM:

DocuSigned by:
Charley J. D'Amico
City Counselor
84E110D5C448...

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
Court Clerk
7D92DA366BF6496...

AUDITOR CERTIFICATION

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

6200/60110: \$43,435.00

DocuSigned by:
June E Pitchford by JF
Signature
84C24BD84EE7A483...

11/12/2019

Date

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



5. OFFEROR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.

Company Name: Freck Paving

Address: 5517 O'Neal Rd

Columbia, MO 65202

Telephone: 573-474-7563 Fax: 443-3618

Federal Tax ID (or Social Security #): 43 180 3070

Print Name: Tyler Rawlings Title: Estimator

Signature: Tyler Rawlings Date: 9-30-19

Contact Name and E-Mail Address to receive documents for electronic signature:

Tyler Rawlings - Tyergm22@gmail.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

Yes

No

(Continued on next page)

5.1. PRICING:

The offeror must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all asphalt removal, milling, repair asphalt and materials, equipment, supplies, labor and other costs including required insurance to provide parking lot repair at Reality House as specified herein.

LINE ITEM	DESCRIPTION	FIRM, FIXED UNIT PRICE
5.1.1.	4" Repair Total Square Yards 4" Asphalt Over Lay • Offeror to identify the Total Square Yards to Complete Repair 4" Overlay:	\$ _____ /Per Square Yard
5.1.2.	Mill Butt Joints with 2" Asphalt Over Lay # Linear Feet Mill Butt Joint Total Square Yards 2: Over Lay • Offeror to identify the Total Square Yards to Complete Repair 2" Overlay:	\$ _____ /Per Square Yard
5.1.3.	One-time total firm, fixed Mobilization Fee to get equipment, materials, supplies and labor on-site to begin work.	\$ _____ /Total One-Time Mobilization Fee
5.1.4.	Grand Total Firm, Fixed Repair Price – shall include all costs and be based on the above-quoted per square yard prices	\$ _____ / Grand Total Repair Price

5.2

Vendor's Experience, Expertise and Reliability:

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.2.1

Company History:

The vendor should describe in the available space the company's background in provision of parking lot repair and related services, e.g., when the company was founded, how long the company has been serving the national and Missouri market, etc:

Founded 1970

Inc. 1998

5.2.2

Vendor's References:

Provide at least two (2) references for whom the vendor has performed parking lot ore related repair service for in the past twelve (12) months:

- **Reference 1**

Company/Entity Name: University of Missouri

Contact Name: Jennifer Sullivan

Contact's Title: Project Manager

City: Columbia State: MO

Telephone Number and Area Code: 573-882-8376

E-mail Address: SullivanJL@Missouri.edu

Description of Equipment/Services Furnished: Asphalt Paving

Availability of Reference: _____

• **Reference 2**

Company/Entity Name: Emery Sapp + Sons
 Contact Name: Justin Gay
 Contact's Title: Branch Manager
 City: Columbia State: MO
 Telephone Number and Area Code: 573-445-8331
 E-mail Address: _____
 Description of Equipment/Services Furnished: Paving
 Availability of Reference: _____

5.2.3

Personnel Expertise Summary:

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, work experience, applicable educational degrees and certification, of key personnel who will be assigned to perform computer output to microfilm services. Identify the title the staff person will be assigned under the prospective contract.

Personnel	Background and Expertise of Personnel
1. <u>JAMES FRECH</u> (Name)	<u>U. P.</u> (Title)
2. <u>TYLER RAWLINGS</u> (Name)	<u>ESTIMATOR</u> (Title)
3. <u>BETTY FRECH</u> (Name)	<u>OWNER</u> (Title)

4. _____
(Name)

(Title)

5.3

Performance Methodology:

5.3.1 When would the offeror start work on the parking lot: Spring 2020 calendar days after receipt of the County's Notice to Proceed.

5.3.2 Completion: When would the project be completed – state number of workdays from start:
5.3.3 _____ workdays after start date. 2 days

Describe how the offeror will perform the repair – use of 2" overlay, 4" overlay, etc.:

Milling, paving

5.3.4

Address how the offeror will schedule work and coordination/communication with the County Facilities Management Department:

via phone, email, walk-through prior to work

5.3.5

Primary Contact Information: Provide the contact name, phone number and e-mail for scheduling services and on-going project communication:

Tyler Rawlings - 573-999-3129

Jim Freck - 573-219-2481

5.3.6

Other Features: Describe other features of the offeror's approach to performing the parking lot repair that the offeror believes would be of interest to the County as it evaluates the vendor's response:

Oldest Asphalt Contractor in Midwest MO

(The offeror should complete and return with the proposal)

SIGNATURE AND IDENTITY OF OFFEROR

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

sole individual partnership joint venture
corporation, incorporated under laws of the state of Missouri

Dated 9-30, 2019
Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

Frech Paving
(If a corporation - show its name above)

ATTEST: 
(Secretary)

V.P.
(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section

351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the County.

(The offeror should complete and return with the proposal)

STATEMENT OF OFFEROR'S QUALIFICATIONS

Name of Offeror: Freck Paving

Business Address: SS 17 O'Neal Rd Columbia, MO 65202

When Organized: 1970

When Incorporated: 1998

Number of years in business: 49 If not under present firm name, list previous firm names and types of organizations.

List federal tax identification number: 43-1803070 If not incorporated, state type of business (e.g., sole proprietor, partnership, or other): _____

Federal Tax Identification Number (FEIN): or SS number: 43-1803070

Number of years engaged in business under present firm name: 49

If the offeror has done business under a *different name*, please give name and business location under that name: _____

Percent of work to be done by directly-employed staff: 100%

Has the offeror ever failed to complete any work awarded to the offeror's company? Yes Or No (Circle One)

If so, where and why? _____

Has the offeror ever defaulted on a contract or been in litigation for services performed? Yes Or No (Circle One)

If "Yes", give details:

List of projects currently in progress: See Attached

(Continued on next page)

Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
<hr/>		
<hr/>		

General type of product sold and manufactured:

SEE ATTACHED

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

- (a) Number of contracts on which default was made: _____
- (b) Description of defaulted contracts and reason therefore: _____

List banking references:

Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No _____

Dated at _____

this _____ day of _____ 20____.

FRECH PAZUG CO

Name of Organization(s)

By *[Signature]*

(Signature)

V.P.

(Title of person signing)

(The offeror should complete and return with the proposal)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Jim FRECH, being first duly sworn, deposes and says that person signing this statement is

VICE PRESIDENT
(Title of Person Signing)

of Frech Paving
(Name of Offeror)

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

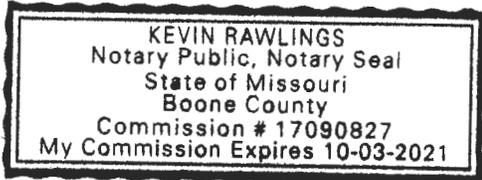
Affiant further certifies that offeror is not financially interested in, or financially affiliated with, any other offeror for the above project

By [Signature]
By _____
By _____

Sworn to before me this 7th day of October, 20 19

[Signature]
Notary Public

My Commission Expires 10-03-2021



(The offeror should complete and return with the proposal)

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

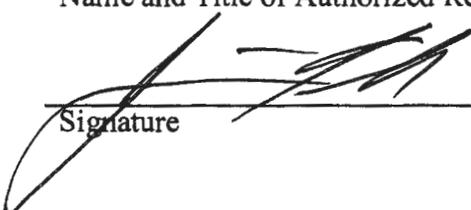
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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 must attach an explanation to this proposal.

Jim Frech

Name and Title of Authorized Representative


Signature

10-7-19
Date

(The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Offeror Signature

10-7-19
Date

(The offeror should complete and return with the proposal)

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

County of Boone)
)ss
State of MO)

My name is Jim Frech. I am an authorized agent of V.P.

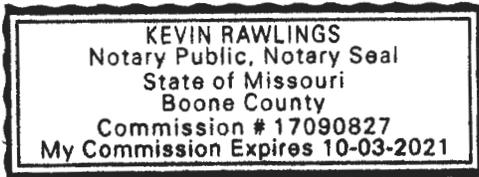
Frech Paving (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

[Signature] 10-7-19
Affiant Date
Jim Frech
Printed Name

Subscribed and sworn to before me this 7th day of October, 2019.

[Signature]
Notary Public





To: Boone County Purchasing

Ref: Reality House Mill & Overlay

Sub: Past Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 49 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- MU Summer Pave
Value of \$694,000.00
Completed fall of 2018
Contracted directly to the university

- City of Cole Camp Schools
Value of \$130,820.00
Completed summer of 2018
Contracted directly with school
660-668-3011

- Forum Family Church
Value of \$71,000.00
Completed summer of 2018
Contracted through Curtis, Manes Schulte
573-392-6553

- Hampton Inn- Sedalia
Value of \$76,250.00
Completed summer of 2018
Contracted through Manning Construction
913-390-1007



To: Boone County Purchasing

Ref: Reality House Mill & Overlay

Sub: Current Evidence of Qualifications

Dear Gentlemen,

Frech Paving Co. has been in business for 49 years with the same ownership and has a sound track record of completing asphalt and concrete jobs on time and in budget. We have performed all types of paving/ concrete work for the City of Columbia as well as the University of Missouri. The following is only a small list of projects that Frech Paving Co. has been contracted in the past to perform various asphalt paving. Please feel free to call any of the listed contacts to verify our workmanship.

- University of Missouri
Value of \$294,000.00
Completion in summer of 2019
Contracted through the University
- Forum United Methodist Church
Value of \$114,860.00
Completion in summer 2019
Contracted through Morelock- Ross
417-864-6661
- Compass Health- Higginsville, MO
Value of \$84,000.00
Completion in fall 2019
Contracted directly with Septagon



ADDENDUM #1 to RFP#61-07OCT19 – ASPHALT MILL AND OVERLAY PARKING LOT REPAIR – REALITY HOUSE

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

Request for Proposal 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair Reality House

ADDENDUM # 1 - Issued September 13, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 61-07OCT19:

1. Paragraph 3.1.1 is **REVISED**:
 - 3.1.1. Asphalt Mill and Overlay: The contractor shall ***conduct milling, repair and overlay*** of asphalt for the parking lot at Reality House and make asphalt repair as necessary. The location of service shall be the parking lot at Reality House located at 1900 E. Prathersville Road in Columbia, Missouri. The contractor shall furnish all labor, materials, supplies, equipment and traffic control in order to successfully perform repair of the parking lot in accordance with requirements stated herein.

2. Paragraph title 3.3 and paragraph 3.3.1 are **REVISED**:

3.3 Surface Milling, Asphalt, Mill Butt Joints, and Sealer:

 - 3.3.1. The contractor shall perform milling of the existing parking lot asphalt surface to a depth prescribed by the County ***and otherwise as determined by the contractor***. Typical **overlay** applications ***shall*** be 1-3” deep depending on conditions, ***and repairs up to 6”***. ***Millings may be used for repair. The contractor shall provide mill butt joints as necessary. The contractor shall apply sealer to the driveway where otherwise not repaired.***

3. Paragraph title 3.7 and paragraph 3.7.1 are **REVISED**:

3.7 Striping and Parking Bumpers:

 - 3.7.1. The contractor shall understand that the County will be responsible for striping ***and replacing parking bumpers***.

4. Paragraph 3.5.2 is **REVISED**:
 - 3.5.2. Contract work must be performed in the time frame represented on the Offeror’s Response and Pricing Pages. No work shall be started without the prior approval of the Facilities

Management Director or his designee. ***The contractor must verbally notify the County Facilities Maintenance Manager no later than 48-hours prior to commencement of work. It is preferred that a written project schedule also be provided but it is not required. Work may be started in April or May 2020, and must be completed within the timeframe stated on the Offeror Response and Pricing Pages.***

- 5. The pricing portion of the Vendor Response and Pricing Pages is **REVISED** and incorporated into this Addendum. The offeror must use the Updated Pricing Pages incorporated into Addendum #1 for submission of pricing. The balance of the Vendor Response and Pricing Pages published in the original RFP is to be used by the offeror to submit other detail relevant to the evaluation of proposals such as the vendor’s prior experience, expertise, and approach to performing the work.

NOTE – REVISED PRICING PAGES FOLLOW – OFFERORS MUST USE THE REVISED PRICING PAGES FOR SUBMISSION OF PRICING. USE THE REMAINDER OF THE VENDOR RESPONSE AND PRICING PAGES PROVIDED IN THE ORIGINAL RFP FOR SUBMISSION OF EXPERIENCE, EXPERTISE AND PERFORMANCE METHODOLOGY DETAIL.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror’s Proposal including the *Vendor Response and Pricing Pages*.

By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined Addendum #1 to Request for Proposal #61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair – Reality House receipt of which is hereby acknowledged:

Company Name: Frech Paving

Address: SS 17 O'Neal Rd.

City & State: Columbia Mo 65202

Phone Number: 474-7563 Fax Number: 443-3618

E-mail: Tylergm22@gmail.com

Authorized Representative Signature: Ty Date: 9-30-19

Authorized Representative Printed Name: Tyler Rawlings

REVISED BY ADDENDUM #1

5.1. PRICING:

The offeror must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all milling, *mill butt joints*, repair asphalt and materials, equipment, supplies, labor and other costs including required insurance to provide parking lot repair at Reality House as specified herein.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	FIRM, FIXED UNIT PRICE
5.1.1.	<p>4" Repair 4" Asphalt Over Lay</p> <ul style="list-style-type: none"> Offeror to identify the Total Square Yards to Complete Repair 4" Overlay: 	800 SQ YD	<p>\$ <u>25.35</u> /Per Square Yard = \$20,280.00</p>
5.1.2.	<p>2" Repair 2" Asphalt Over Lay</p> <ul style="list-style-type: none"> Offeror to identify the Total Square Yards to Complete Repair 2" Overlay: 	2,100 SQ YD	<p>\$ <u>10.55</u> /Per = Square Yard \$ 22,155.00</p>
5.1.3.	<p>One-time total firm, fixed Mobilization Fee to get equipment, materials, supplies and labor on-site to begin work.</p>		<p>\$ <u>500.00</u> /Total One-Time Mobilization Fee</p>
<p><i>Revised Addendum #1</i></p> <p>5.1.4.</p>	<p>Driveway Sealer – includes application (1) Squeegee coat</p>	65sqy	<p>\$ <u>7.70</u> /Per Square Yard 500.50</p>

*Added
Addendum
#1*

5.1.5.

*Grand Total Firm, Fixed
Repair Price – shall include
all costs and be based on the
above-quoted per square
yard prices*

\$ 43,435.⁵⁰

*Grand Total Repair
Price*

**OFFERORS: USE THE REMAINDER OF THE VENDOR RESPONSE AND PRICING PAGES
PROVIDED IN THE ORIGINAL RFP FOR SUBMISSION OF EXPERIENCE, EXPERTISE AND
PERFORMANCE METHODOLOGY DETAIL.**



ADDENDUM #2 to RFP#61-07OCT19 – ASPHALT MILL AND OVERLAY PARKING LOT REPAIR – REALITY HOUSE

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair Reality House

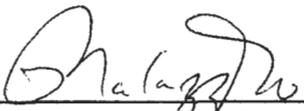
ADDENDUM # 2 - Issued September 17, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 61-07OCT19:

1. Paragraph 3.13.1 is **REVISED**:

3.13.1. The initial contract period shall run **Date of Award through One (1) Year**. The contract will continue on a month-to-month basis until the project is completed, and when either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined Addendum #2 to Request for Proposal #61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair – Reality House receipt of which is hereby acknowledged:

Company Name: Freck Paving

Address: 5517 O'Neal Rd

City & State: Columbia, MO 65202

Phone Number: 474-7563 Fax Number: 443-3618

E-mail: Tyler gm22@gmail.com

Authorized Representative Signature:  Date: 9-30-19

Authorized Representative Printed Name: Tyler Rawlings

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 **Frech Paving Co.**

Betty Frech

Name (Please Type or Print)

President

Title

Electronically Signed

Signature

03/28/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/28/2009

Date

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

Name: **James E Frech**
Telephone Number: **(573) 474 - 7563**
E-mail Address: **Frechpavingco@charter.net**

Fax Number: **(573) 443 - 3614**

Name: **Betty J Frech**
Telephone Number: **(573) 474 - 7563**
E-mail Address: **Pavealot@aol.com**

Fax Number: **(573) 443 - 3614**



ADDENDUM #2 to RFP#61-07OCT19 – ASPHALT MILL AND OVERLAY PARKING LOT REPAIR – REALITY HOUSE

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BOONE COUNTY, MISSOURI

Request for Proposal 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair Reality House

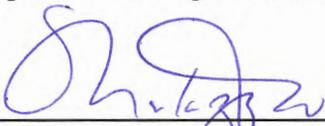
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By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined Addendum #2 to Request for Proposal #61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair – Reality House receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



**ADDENDUM #1 to RFP#61-07OCT19 – ASPHALT MILL AND
OVERLAY PARKING LOT REPAIR – REALITY HOUSE**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

Request for Proposal 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair Reality House

ADDENDUM # 1 - Issued September 13, 2019

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3.3.1. The contractor shall perform milling of the existing parking lot asphalt surface to a depth prescribed by the County **and otherwise as determined by the contractor**. Typical **overlay** applications **shall** be 1-3” deep depending on conditions, **and repairs up to 6”**. **Millings may be used for repair. The contractor shall provide mill butt joints as necessary. The contractor shall apply sealer to the driveway where otherwise not repaired.**

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3.7.1. The contractor shall understand that the County will be responsible for striping **and replacing parking bumpers**.

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Management Director or his designee. ***The contractor must verbally notify the County Facilities Maintenance Manager no later than 48-hours prior to commencement of work. It is preferred that a written project schedule also be provided but it is not required. Work may be started in April or May 2020, and must be completed within the timeframe stated on the Offeror Response and Pricing Pages.***

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By: _____
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined Addendum #1 to Request for Proposal #61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair – Reality House receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

REVISED BY ADDENDUM #1**5.1. PRICING:**

The offeror must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all milling, *mill butt joints*, repair asphalt and materials, equipment, supplies, labor and other costs including required insurance to provide parking lot repair at Reality House as specified herein.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	FIRM, FIXED UNIT PRICE
5.1.1.	<p>4" Repair 4" Asphalt Over Lay</p> <ul style="list-style-type: none"> Offeror to identify the Total Square Yards to Complete Repair 4" Overlay: 	800 SQ YD	\$ _____/Per Square Yard
5.1.2.	<p>2" Repair 2" Asphalt Over Lay</p> <ul style="list-style-type: none"> Offeror to identify the Total Square Yards to Complete Repair 2" Overlay: 	2,100 SQ YD	\$ _____/Per Square Yard
5.1.3.	<p>One-time total firm, fixed Mobilization Fee to get equipment, materials, supplies and labor on-site to begin work.</p>		\$ _____/Total One-Time Mobilization Fee
5.1.4.	<p>Driveway Sealer – includes application</p>		\$ _____/Per Square Yard

*Revised
Addendum
#1*

*Added
Addendum
#1*

5.1.5.

*Grand Total Firm, Fixed
Repair Price – shall include
all costs and be based on the
above-quoted per square
yard prices*

\$ _____ /

*Grand Total Repair
Price*

**OFFERORS: USE THE REMAINDER OF THE VENDOR RESPONSE AND PRICING PAGES
PROVIDED IN THE ORIGINAL RFP FOR SUBMISSION OF EXPERIENCE, EXPERTISE AND
PERFORMANCE METHODOLOGY DETAIL.**

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR ASPHALT MILL AND OVERLAY PARKING LOT REPAIR – REALITY HOUSE

RFP # 61-07OCT19

Release Date: September 4, 2019

**Submittal Deadline:
October 07, 2019
not later than 2:00 P.M. CST**

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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House

Sealed proposals will be accepted until **2:00 P.M. on Monday, October 07, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymmo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

***Insertion: Wednesday, September 04, 2019
COLUMBIA MISSOURIAN***



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M. Central Time on October 07, 2019** to:
- Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **October 07, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., September 30, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at <https://www.showmeboone.com/purchasing/bids/> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

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

1.9 Preproposal Conference and Tour:

1.9.1 A preproposal conference and tour of the Reality House parking lot will be conducted to ensure that the offeror understands the requirements. The Preproposal Conference will be held at the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri starting at **9:30 A.M. on Wednesday, September 11, 2019**. Those in attendance will then travel to the parking lot at Reality House so interested offerors can see first-hand the work that is necessary. Travel to and from the parking lot is the offeror's responsibility.

1.9.2 Offerors interested in submitting a proposal are strongly encouraged to attend the scheduled preproposal conference and tour. While the County will attempt to make accommodation for offerors who are unable to attend the scheduled preproposal conference and tour, offerors are advised that the County strongly encourages all offerors to attend the scheduled preproposal conference and tour.

- 1.9.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the requirements herein. The offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 1.9.4 For any questions about the preproposal conference and tour, including ADA accommodations, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Asphalt Mill and Overlay Parking Lot Repair for the Reality House** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Offeror Response/Pricing Page(s)
- 6) Signature and Identity of Offeror
- 7) Statement of Offeror's Qualifications
- 8) Anti-Collusion Statement
- 9) Certification Regarding Debarment
- 10) Certification Regarding Lobbying
- 11) Work Authorization Certification
- 12) Affidavit of Compliance with OSHA
- 13) Affidavit of Compliance with Prevailing Wage
- 14) Sample Performance Bond
- 15) Sample Labor & Material Payment Bond
- 16) "No Bid" Response Form
- 17) Boone County Standard Terms and Conditions
- 18) Attachment One – Missouri Prevailing Wage Order No.26, dated March 8, 2019, Section 010, Boone County

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a contract for performing parking lot repair at the Reality House located at



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1. Asphalt Mill and Overlay: The contractor shall remove and replace asphalt for the parking lot at Reality House and make asphalt repair as necessary. The location of service shall be the parking lot at Reality House located at 1900 E. Prathersville Road in Columbia, Missouri. The contractor shall furnish all labor, materials, supplies, equipment and traffic control in order to successfully perform repair of the parking lot in accordance with requirements stated herein.
- 3.1.2. All work shall be performed in compliance with accepted industry standards and practices.
- 3.1.3. The contractor shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations that relate in any manner to the work performed under contract, including, but not limited to, local environmental ordinances. Ignorance of said laws, ordinances, rules, and regulations by the contractor shall not relieve the contractor from responsibility to comply with all said laws, ordinances, rules, and regulations.
- 3.1.4. Job Start: The contractor shall locate all utility points prior to commencement of work.
- 3.1.5. The contractor shall be required to provide appropriate warning signs and barricades during the project to ensure public safety.

3.2. Materials Requirements:

- 3.2.1. The contractor shall be responsible for providing all material necessary to complete the parking lot repair. The contractor shall be responsible for accurately measuring the quantity of material required for the entire project. Quantities identified herein are estimates. The County does not guarantee a specific amount of work under the contract. The contractor shall not impose minimum or total order quantities.
- 3.2.2. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 3.2.3. The contractor shall provide the County Facilities Management Department with all current Material Safety Data Sheets (MSDS) prior to use of any hazardous material on the parking lot site.
- 3.2.4. All materials provided and work done shall be in accordance with the current version of Missouri Standard Specifications for Highway Construction, 2011.
- 3.2.5. Asphalt, BP-2, R.A.P.: The contractor must use plant mix pavement in conformance with the current version of Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles shall be included in this mix. The contractor must submit a MODOT approved

Job Mix Formula no more than three (3) years old. At the County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). The contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this task.

3.3 Surface Milling, Asphalt, Contractor Haul-off:

- 3.3.1. The contractor shall perform milling of the existing parking lot asphalt surface to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. The contractor shall be responsible for hauling-off and/or retainage of millings.

3.4 Tack Coat Requirements:

- 3.4.1. The contractor shall conduct tack coat tasks in compliance with the current version of MoDOT section 407 Standard Specifications. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or an approved equal. Material shall be applied in adherence with the current version of Missouri Standard Specifications for Highway Construction, 2011.

3.5 Project Schedule Requirements:

- 3.5.1. The contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 3.5.2. Contract work must be performed in the time frame represented on the Offeror's Response and Pricing Pages. No work shall be started without the prior approval of the Facilities Management Director of his designee. It is the contractor's responsibility to notify the County Facilities Maintenance Manager within 48-hours of starting the work. A written project schedule showing the progression of work must be submitted for the County's approval no later than 48-hours prior to commencement of work. Work must begin as soon as possible upon execution of contract and must be completed within the timeframe stated on the Offeror Response and Pricing Pages.

3.6 Waste Removal and Site Clean-Up Requirements:

- 3.6.1. The contractor shall be responsible for the demolition, removal and lawful disposal of all excess materials, including any waste and debris. All costs for said removal shall be included in the bid price.
- 3.6.2. The contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 3.6.3. The contractor shall leave the work site clean at the end of each workday and at the completion of the project.

3.7 Striping:

- 3.7.1. The contractor shall understand that the County will be responsible for striping.

3.8 Warranty Requirements:

3.8.1. The contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by the contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) calendar days after receiving written notice that such repairs or replacements are necessary. If the contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged back to the contractor.

3.9 Prevailing Wage:

3.9.1. The contractor shall acknowledge that any total contract cost accepted by the County **over \$75,000.00** will be subject to current Missouri Prevailing Wage law. The contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Department of Labor and Industrial Relations of Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does it limit the hours of work which may be performed by any worker in any particular period of time.

3.9.2. If the total cost of the contract as accepted by the County for a “major repair” or “construction” of a public work project is \$75,000.00 or less, then the Prevailing Wage Law will NOT apply to the contract.

3.9.3. If the total cost of the contract as accepted by the County for a “major repair” or “construction” of a public work project is greater than \$75,000.00, then the Prevailing Wage Law WILL apply to the entire project.

3.9.4. Change Orders: If the total cost of the contract as accepted by the County is less than \$75,000.00 for a “major repair” or “construction” of a public work and the contract is later subject to a change order that raises the total contract price over \$75,000.00, then the contractor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000.00 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.00.

3.10 Designee: The primary County contact for the project shall be the Boone County Facilities Maintenance Department, Doug Coley, Director, 613 E. Ash St, Columbia, Missouri 65201. Phone: (573) 886-4401.

3.11 Invoicing and Payments:

3.11.1 The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Offeror Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Facilities Management Department upon completion of the work.

3.11.2. Payment will be made after the work has been completed and accepted, and an invoice has been received along with required certified payroll records and affidavits of compliance.

3.11.3. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism accomplished by way of a written contract amendment prepared by the Boone County Purchasing Office on behalf of the Facilities Management Department and approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay invoices within thirty (30) calendar days of receipt of a valid invoice.

3.12 Other General Contract Requirements:

3.12.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the 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.

a. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the 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.

b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the 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 the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage,

including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- c. The 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. **The contractor shall agree 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.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- g. Indemnity Agreement: To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the

contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

3.12.2 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.13 Contract Period:

3.13.1 The initial contract period shall run **Date of Award through Six (6) Months**. The contract will continue on a month-to-month basis until the project is completed, and when either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

3.14 Pricing:

3.14.1 All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period.

3.15 Cancellation:

3.15.1 The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the

contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

3.15.2 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.16 OSHA Requirements:

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

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

3.17 Utilities and Overhead Power Lines Requirements:

3.17.1 The contractor shall ascertain the presence and location of utilities within the work area. The contractor shall notify and coordinate with the utility that may be affected by the work.

3.17.2 The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the 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 the 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. The contractor shall expressly waive 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 the 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.

3.18 Equal Opportunity Employer:

3.18.1 The County of Boone is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.

3.19 Work Authorization Certification:

3.19.1. If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the contractor must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)

3.20 Performance Bond and Labor and Materials Payment Bond:

3.20.1 If during the course of the contract term, the County determines that a project **will exceed \$50,000.00**, the contractor must furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, **and** payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

3.20.2 The contractor shall pay for and furnish, when applicable, within ten (10) calendar days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. The contractor shall provide and pay the cost of the Performance and Payment

Bonds, on forms generally used by the County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

3.21 Sales/Use Tax Exemption:

- 3.21.1 The 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 ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. 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.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on Monday, October 07, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.1.3 Note: the terms "offeror" and "vendor" are used interchangeably herein and mean the same.

4.2 ORGANIZATION OF PROPOSAL:

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

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

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

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

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

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

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

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, and proposed method for repairing the parking lot

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Offeror Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the

evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

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

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Offeror's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.

- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. OFFEROR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

(Continued on next page)

5.1. PRICING:

The offeror must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all asphalt removal, milling, repair asphalt and materials, equipment, supplies, labor and other costs including required insurance to provide parking lot repair at Reality House as specified herein.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>FIRM, FIXED UNIT PRICE</u>
5.1.1.	4" Repair Total Square Yards 4" Asphalt Over Lay <ul style="list-style-type: none"> • Offeror to identify the Total Square Yards to Complete Repair 4" Overlay: 	\$ _____ /Per Square Yard
5.1.2.	Mill Butt Joints with 2" Asphalt Over Lay # Linear Feet Mill Butt Joint Total Square Yards 2: Over Lay <ul style="list-style-type: none"> • Offeror to identify the Total Square Yards to Complete Repair 2" Overlay: 	\$ _____ /Per Square Yard
5.1.3.	One-time total firm, fixed Mobilization Fee to get equipment, materials, supplies and labor on-site to begin work.	\$ _____ /Total One-Time Mobilization Fee
5.1.4.	Grand Total Firm, Fixed Repair Price – shall include all costs and be based on the above-quoted per square yard prices	\$ _____ / Grand Total Repair Price

5.2 **Vendor's Experience, Expertise and Reliability:**

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.2.1 **Company History:**

The vendor should describe in the available space the company's background in provision of parking lot repair and related services, e.g., when the company was founded, how long the company has been serving the national and Missouri market, etc:

5.2.2 **Vendor's References:**

Provide at least two (2) references for whom the vendor has performed parking lot ore related repair service for in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: _____
Contact Name: _____
Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment/Services Furnished: _____
Availability of Reference: _____

=====
• **Reference 2**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.2.3

Personnel Expertise Summary:

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, work experience, applicable educational degrees and certification, of key personnel who will be assigned to perform computer output to microfilm services. Identify the title the staff person will be assigned under the prospective contract.

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	

4. _____
(Name)

(Title)

5.3

Performance Methodology:

5.3.1

When would the offeror start work on the parking lot: _____ calendar days after receipt of the County's Notice to Proceed.

5.3.2

Completion: When would the project be completed – state number of workdays from start: _____ workdays after start date.

5.3.3

Describe how the offeror will perform the repair – use of 2" overlay, 4" overlay, etc.:

5.3.4

Address how the offeror will schedule work and coordination/communication with the County Facilities Management Department:

5.3.5

Primary Contact Information: Provide the contact name, phone number and e-mail for scheduling services and on-going project communication:

5.3.6

Other Features: Describe other features of the offeror's approach to performing the parking lot repair that the offeror believes would be of interest to the County as it evaluates the vendor's response:

(The offeror should complete and return with the proposal)

SIGNATURE AND IDENTITY OF OFFEROR

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20____
Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section

351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the County.

(The offeror should complete and return with the proposal)

STATEMENT OF OFFEROR'S QUALIFICATIONS

Name of Offeror: _____

Business Address: _____

When Organized: _____

When Incorporated: _____

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

List federal tax identification number: _____ If not incorporated, state type of business (e.g., sole proprietor, partnership, or other): _____

Federal Tax Identification Number (FEIN): or SS number: _____

Number of years engaged in business under present firm name: _____

If the offeror has done business under a *different name*, please give name and business location under that name: _____

Percent of work to be done by directly-employed staff: _____

Has the offeror ever failed to complete any work awarded to the offeror's company? Yes Or No (Circle One)

If so, where and why? _____

Has the offeror ever defaulted on a contract or been in litigation for services performed? Yes Or No (Circle One)

If "Yes", give details:

List of projects currently in progress:

(Continued on next page)

Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
<hr/>		
<hr/>		

General type of product sold and manufactured:

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

- (a) Number of contracts on which default was made: _____
- (b) Description of defaulted contracts and reason therefore:

List banking references:

Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No _____

Dated at _____

this _____ day of _____ 20____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

(The offeror should complete and return with the proposal)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and says that person signing this statement is

(Title of Person Signing)

of _____
(Name of Offeror)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

(The offeror should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(The offeror should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Offeror Signature

Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. The link for that form is:

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

Additional information may be obtained from:

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

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror 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 Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL OFFEROR

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.

Options

- _____ 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 – see following page*) 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 must 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 Offeror (Option #2))
- see previous page -

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:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(Returned to County at the completion of project)

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

As Principal, hereinafter called Contractor, and

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

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

BOONE COUNTY, MISSOURI
61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)
BY: _____

(Surety Company)

(SEAL)
BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

_____ ,
as Principal, hereinafter called Contractor, and

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

_____ DOLLARS

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

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

BOONE COUNTY, MISSOURI
61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of
the Contractor for labor, material, or both, used or reasonably required for use in the performance of
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety
(90) days after the date on which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any
such suit.

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

- 1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written
notice to any two of the following: the Contractor, the Owner, or the Surety above named, within
ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the
last of the materials for which said claim is made, stating with substantial or furnished the last of the
materials for which said claim is made, stating with substantial accuracy the amount claimed and the
name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail,

postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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



"No Bid" Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does 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, e-mail or fax.

Bid: RFP #61-07OCT19 – Asphalt and Mill Overlay Parking Lot Repair – Reality House

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Submitting Proposal Response :

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. Offerors 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 the offeror, 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 offeror responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify the offeror from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be

considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

End of Document

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby accept this order amending Commission Order 485-2019 correcting the end dates for the board appointments. The end dates were stated incorrectly as December 31, 2023. The correct end dates of December 31, 2022 are reflected below.

Name	Board	Period
Natasha Sigoloff	Senior Citizen Services Corp	January 1, 2020 thru December 31, 2022
Dave Walker	Senior Citizen Services Corp	January 1, 2020 thru December 31, 2022

Done this 21st day of November 2019.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner