

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of

October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby table the request by Bryan Crump, on behalf of the Gary F. Fisher Family Trust to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 50 acres, located at 14203 S. Crump Lane, Ashland, Missouri, until the December 1, 2020 County Commission Meeting.

Done this 27th day of October 2020.

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

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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 approve the request by Enrich Investments, LLC to rezone from C-G (General Commercial) to M-LP (Planned Light Industrial) on 1.68 acres, located at 5175 N. Highway 763, Columbia, Missouri, as well as the request for a Review Plan for Shalimar Gardens Plat 1A, located at 5175 N. Highway 763, Columbia, Missouri, with the following conditions:

1. A vegetative buffer shall be installed along Shalimar Drive for purposes of softening the appearance of the property.
2. New construction on the site will maintain an exterior appearance consistent with the existing structures. Approved exterior building finishes and material include metal panels, wainscot paneling, wood panels, stone/brick ledges, and glass windows.

Done this 27th day of October 2020.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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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 approve the request by Daniel A. Blakemore, George L. Blakemore Trust, and Gladys Lucille Blakemore Trust to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 5.76 acres, located at 23151 N. Lovers Lane, Sturgeon, Missouri.

Done this 27th day of October 2020.

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

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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 approve the request by Stephen and Terri Martin to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 32.5 acres, located at 8050 S. Smith Hatchery Road, Columbia, Missouri.

Done this 27th day of October 2020.

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

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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 receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

- Shalimar Gardens Plat 1A Replat. S25-T48N-R12W. C-G. Enrich Investments, owner. Christopher M. Sander, surveyor.
- JJ Prairie. S32-T51N-R11W. A-2. Bryson Construction, owner. Mark Robertson, surveyor.
- Cedar Point Subdivision. S35-T46N-R12W. A-2. Paul Denkler, Mega Denkler, James Northern & Donna Northern, owners. Kevin M. Schweikert, surveyor.
- Rayfield Subdivision Plat 2 Replat. S26-T49N-R13W. A-2. Timberwood Homes, owner. Jay Gebhardt, surveyor.
- Forevergreen Estates Plat 5. S24-T48N-R14W. A-2. Joshua Hill, Aaron Madrid & Allison Madrid, owners. James Jeffries, surveyor.
- B & B Subdivision Final Plat 1A. S36-T47N-R13W. A-2. Blair Construction, owner, David T. Butcher, surveyor.

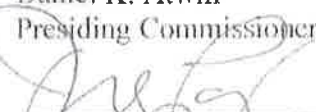
Done this 27th day of October 2020.

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

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October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of

October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the County Clerk's Office to receive CTCL Grant funds with partial use to purchase a vehicle to be used for elections.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1132	3451	Election & Registration	State Reimb-Grant/Program		191,194
1132	92400	Election & Registration	Replacement Auto/Trucks		191,194
1133	3451	Election Activities	State Reimb-Grant/Program		413,586
1133	86850	Election Activities	Contingency		413,586
					1,209,560

Done this 27th day of October 2020.

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

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

10/6/2020
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
1132	3451	Election & Registration	State Reimb-Grant/Program		191,194
1132	92400	Election & Registration	Replacement Auto/Trucks		191,194
1133	3451	Election Activities	State Reimb-Grant/Program		413,586
1133	86850	Election Activities	Contingency		413,586
				-	1,209,560

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

This budget amendment is to receive the CTCL grant funds and purchase a vehicle to be used for Elections. The remaining amount will be put in Contingency to be used for Election related expenses and moved to the appropriate accounts as needed.

Auditors Office
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A fund-solvency schedule is attached.
- Comments: CTCL Grant + Truck Purchase
- Agenda
- Auditor

Auditor's Office

Daniel K. Atwill
 PRESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

Attachment One



7052 Americana Parkway
Columbus Ohio, 43068
Toll Free (800) 331-3138
Fax (614)759-2093



CUSTOMER
Boone County
Brianna Lennon
blennon@boonecountymmo.org
(573) 886-4296

QUOTE/PROJECT DESCRIPTION
OMNIA CONTRACT - 128867 Commercial Price \$ 191,194.00

CONTACT	DELIVERY	SHIPPED VIA	UNIT	TERMS	DATE
Donavin Farber	30 Days	Ferber		Net 30	9/30/2020

QUANTITY	VEHICLES - FOB Continental US	UNIT PRICE	TOTAL PRICE
1	USCFVS 1000010 FSV Step-Van 30	\$ 271,238.00	\$ 271,238.00
Model Upgrade Pricing			
2	Roof AC units with heat		
2	Roof Vents		
4	LED lights		
2	Exterior Lights		
1	Roll up door		
1	Loading rear door		
1	30KW diesel generator		
1	USCFVS 1200013 Above floor lift		\$ 6,194.00

DELIVERY AND TRAINING INCLUDED
DISCOUNT \$ (86,238.00)
TOTAL PRICE \$ 191,194.00

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.
Above information is not an invoice and only an estimate of services/goods described above.
Payment will be collected in prior to provision of services/goods described in this quote.
Please confirm your acceptance of this quote by signing this document.
Signature _____ Print Name _____ Date _____

Thank you for your business!

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STATE OF MISSOURI

October Session of the July Adjourned

Term 2020

County of Boone

} ca.

In the County Commission of said county, on the

1st

day of October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the Center for the Tech and Civil Life (CTCL) grant awarded to the Boone County Clerk's Office.

It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award.

Done this 1st day of October 2020.

ATTEST:

Brianna L. Lennon by AW
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



CENTER FOR
TECH AND
CIVIC LIFE

September 24, 2020

Boone County, Missouri
County Clerk
801 E. Walnut St., Room 236
Columbia, MO 65201

Dear Brianna Lennon,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Boone County, and the special circumstances Boone County faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Boone County Clerk ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$604,780.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Boone County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Non-partisan voter education and Temporary staffing. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601

HELLO@TECHANDCIVICLIFE.ORG

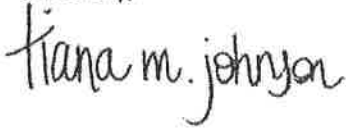
term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.

9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,




Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: 
Boone County Clerk

CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

Title: Boone County Clerk

Date: 10/1/20

Jason Gibson

From: Brianna Lennon
Sent: Wednesday, October 7, 2020 12:06 PM
To: Jason Gibson
Subject: FW: Approved: CTCL COVID-19 Response Grant

From: Dennis Granados <dennis@techandcivicliflife.org>
Sent: Tuesday, September 29, 2020 8:27 PM
To: Brianna Lennon <BLennon@boonecountymyo.org>
Cc: tiana@techandcivicliflife.org
Subject: Re: Approved: CTCL COVID-19 Response Grant

The approval would also allow for this expense.

Thanks,
-Dennis

On Tue, Sep 29, 2020 at 8:16 PM Brianna Lennon <BLennon@boonecountymyo.org> wrote:

Thank you! Does that also mean the mobile unit vehicle would not be included? We didn't budget for it because I didn't expect to ever have funds to get one.

Thanks,
Brianna

From: Dennis Granados <dennis@techandcivicliflife.org>
Sent: Tuesday, September 29, 2020 8:00 PM
To: Brianna Lennon <BLennon@boonecountymyo.org>
Cc: tiana@techandcivicliflife.org <tiana@techandcivicliflife.org>
Subject: Re: Approved: CTCL COVID-19 Response Grant

Hi Brianna,

Apologies for the delay in getting back to you. In terms of the requested amendment to include additional poll worker expenses, this email exchange suffices as approval that you can move forward with that expense.

If the entire funds aren't expended, we will be issuing instructions for reimbursement.

Thank you,
-Dennis

On Tue, Sep 29, 2020 at 11:45 AM Brianna Lennon <BLennon@boonecountymyo.org> wrote:

I apologize for the multiple emails, I wanted to check in today for next steps.

Thanks,
Brianna

From: Brianna Lennon
Sent: Monday, September 28, 2020 10:13 AM
To: 'grants@techandciviclife.org' <grants@techandciviclife.org>
Cc: 'tiana@techandciviclife.org' <tiana@techandciviclife.org>
Subject: RE: Approved: CTCL COVID-19 Response Grant

Also, should we sign it before we work out these details? Finally, if we don't end up expending all of the funds, can we return the rest in a check?

Thanks,

Brianna

From: Brianna Lennon
Sent: Friday, September 25, 2020 10:08 AM
To: grants@techandciviclife.org
Subject: RE: Approved: CTCL COVID-19 Response Grant

Tiana,

Thank you very much for this, it's very generous. At the time that we applied, I had not considered that the amount would be so much and I was not sure if we could amend the specific election administration needs to include additional poll worker expenses and I also wanted to ask you—we are in need of a vehicle to transport materials between our warehouse and our mail building, as well as to the polls. We did not have the funds to replace the one that we have now (which has a hole in the floorboard and is now 30 years old), but it would be extremely helpful to be able to purchase a new vehicle for that purpose, especially one that we could outfit with a generator to serve as a back up polling unit (or a mobile unit). We are partnering with our library for that purpose, but it would be wonderful to be able to offer it more often. Is it possible to accommodate that?

Thanks,

Brianna

From: grants@techandciviclife.org <grants@techandciviclife.org>
Sent: Thursday, September 24, 2020 11:00 AM
To: Brianna Lennon <BLennon@boonecountymmo.org>
Subject: Approved: CTCL COVID-19 Response Grant

Dear Brianna Lennon,

I'm pleased to share that Center for Tech and Civic Life has reviewed your COVID-19 Response Grant application and has approved a grant award totaling **\$604780** USD.

We look forward to promptly disbursing funds, but first we need two things from you:

- 1. Disbursement information:** Please provide payment instructions using the CTCL Grant Disbursement Form here: <https://airtable.com/shrnj1ueWISCmnPec>. Note: a member of the CTCL COVID-19 Response Grants team will verify payment details before transmitting funds.
- 2. Signed grant agreement:** To release funds CTCL must have a signed copy of your jurisdiction's grant agreement. Please find the agreement for signature attached. Return a signed copy to grants@techandciviclife.org at your earliest convenience. Note: Would you prefer a grant for **less** than the amount CTCL has awarded? Simply respond to this email with your preferred total grant amount and we will update your agreement accordingly.

Once you've (1) submitted payment instructions using the CTCL Grant Disbursement Form and (2) returned a signed grant agreement to grants@techandciviclife.org, CTCL will process a single payment for the full grant amount within 2-4 business days.

Thank you for all you do on behalf of Missouri voters!

All the best,

Tiana and the Center for Tech and Civic Life Team

--

Tiana Epps-Johnson | Founder & Executive Director, Center for Tech and Civic Life | tiana@techandciviclife.org | she/her

--

Dennis Granados
Executive & Development Assistant
techandciviclife.org

--

Dennis Granados
Executive & Development Assistant
techandciviclife.org

Jason Gibson

From: Brianna Lennon
Sent: Wednesday, October 7, 2020 12:03 PM
To: Jason Gibson
Subject: FW: Thank you for applying for a CTCL COVID-19 Response Grant

From: CTCL Help Team <help@techandcivicliflife.org>
Sent: Wednesday, October 07, 2020 10:41 AM
To: Brianna Lennon <BLennon@boonecountymmo.org>
Subject: Thank you for applying for a CTCL COVID-19 Response Grant

Hello from the CTCL team!

Thank you for applying for a CTCL COVID-19 Response Grant. We want to formally welcome you to the program.

We know you're busy running an election, so this is just a quick message to:

- Clarify how you can spend the grant funds
- Announce resources.techandcivicliflife.org
- Ask you to spread the word

How verified election offices can spend the grant funds

Verified election offices that receive a grant choose how they spend the money, as long as the expense helps the office plan and operationalize elections.

The application asked how you intend to spend the money, but it's completely okay if your plans change! CTCL's job is to get funding into your hands, then get out of your way. You know what's best for your communities and know exactly how to address budget shortfalls in this challenging election cycle. You can reallocate funds without notifying CTCL or asking permission, as long as it helps your office plan and operationalize elections.

The [FAQ](#) lists examples of covered expenses, but it's not an exhaustive list. We've fielded questions about voting booths, photocopiers, better ventilation for your polling place, more secure doors for your warehouses, trailers to transport Election Day supplies, power generators, nonpartisan newspaper ads, postage and envelopes—and the answer is yes, that's covered!

And remember—the grant can cover 2020 election expenses incurred between June 15, 2020 and December 31, 2020. We encourage you to spend the entirety of your funds. The [draft grant report template](#) will give you a sense of the way you will be asked to report how you spent the grant funds.

If you'd like to do media about your CTCL COVID-19 Response grant, you are welcome to use this [press release template](#) as a guide.

Questions about the grant? Please email help@techandcivicliflife.org. The CTCL team monitors it daily and will respond to you as soon as possible!

How we can help

We launched resources.techandcivicle.org to support grantees. It's a collection of free, curated, and practical election resources for safe elections. Resources are grouped into 6 categories:

- Public health
- Communication
- In-person voting
- Poll workers
- Mail / absentee voting
- Drop boxes

Still can't find what you're looking for? The website also includes a dedicated [Elections IT Support Desk](#) to field technical questions, large and small.

If you've worked with us before, welcome back! If you're new to CTCL, it's lovely to meet you. At CTCL we provide [trainings](#) on topics like election cybersecurity, create free election [tech tools](#), and spotlight [success stories](#) from election offices across the country.

How you can help

Help spread the word to other local election offices in your state! We still have money to distribute, and we extended the deadline to October 15th. A quick email to your neighboring county might be the only reason they learned about this funding opportunity.

Note: More applications will not affect your grant amount! Every eligible election department that is verified as legitimate will be approved for a grant!

495-2020

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October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 17-31DEC20C – Architectural Services for Boone County Government Center First Floor Physical Security Improvement Project to PW Architects, Inc.

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

Done this 27th day of October 2020.

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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 15, 2020
RE: Consulting Services Contract: 17-31DEC20C – Architectural Services for Boone County Government Center First Floor Physical Security Improvement Project

Following commission approval (commission order #333-2020) of the resolution for remodel efforts on the first floor of the Boone County Government Center to address security issues, the County followed their policy for selection of architectural services for an architect for this project. The project is for the offices of Assessor, Collector, and Recorder.

The evaluation committee consisted of Boone County Commissioner Janet Thompson, CJ Dykhouse, Legal Counselor, June Pitchford, Boone County Auditor, and Doug Coley, Director of Facilities Maintenance. The County selected two firms from the County Registry of Consultants to receive proposals. Proposals were received from PWArchitects, Inc. and Simon Oswald Architecture.

Recommendation for award is PWArchitects, Inc. While the committee determined that both firms were qualified to do the job and have good, relevant experience, the deciding factor was pricing. PW Architect's fees are less overall. They proposed a declining fee scale and have lower base fees. As construction costs go up, their fee percentage goes down. In addition, should additional meetings/site visits be necessary, there will be a zero charge for them.

Cost of services for Phase I - Schematic Design is \$10,850.00 and will be paid as follows:

\$2,950 from department 2110- Collector Tax Maintenance Activity, account 71211 - A/E Fees

\$3,950 from department 2010 - Assessment, account 71211 - A/E Fees

\$3,950 from department 2800 - Storage & Preservation, account 71211 - A/E Fees

Cost of services for Phase II will be determined at a later date following the discovery process. Phase II includes design development, construction documents, bidding services and construction administration.

cc: Evaluation Committee Members
Tom Schauwecker, Boone County Assessor
Brian McCollum, Boone County Collector
Nora Dietzel, Boone County Recorder
Contract File

Design Services for Remodel of First Floor of the Boone County Government Center

PW Architects	
Phase 1: Schematic Design	\$10,850.00
Schematic Design Broke Out	
Collector	\$2,950.00
Recorder	\$3,950.00
Assessor	\$3,950.00
Fee as a Percentage of Total Owner-Approved Construction Budget	
Budget up to \$100,000	9.0%
\$100,001 - \$200,000	8.5%
\$200,001 - \$300,000	8.0%
\$300,001 - \$400,000	7.5%
\$400,001 - \$500,000	7.0%
\$500,001 - \$600,000	6.8%
\$600,000 to \$700,000	6.6%
\$700,001 - \$800,000	6.4%
\$800,001 - \$900,000	6.2%
\$900,001 - \$1,000,000	6.0%
\$1,000,001 - \$1,250,000	5.8%
\$1,251,001 - \$1,500,000	5.6%
\$1,500,000 - \$1,750,000	5.4%
\$1,750,001 to \$2,000,000	5.2%
\$2,000,001 to \$2,250,000	5.0%
Reimbursable expenses	\$0.00 (do not anticipate any)
Principal	\$195.00
Project Manager	\$140.00
Architect IV	\$125.00
Architect III	\$115.00
Architect III	\$100.00
Architectural Designer	\$100.00
Interior Designer	\$100.00
Architect I	\$90.00
CAD Technician	\$85.00
Sr. Administrative	\$75.00
Administrative	\$60.00
Engineering Rates	TBD on final consultant selection
Addtl Meetings/Site Visits/person/visit	\$0.00

SOA	
Phase 1: Schematic Design	\$16,000.00
Schematic Design Broke Out	
Collector	\$1,500.00
Recorder	\$7,500.00
Assessor	\$7,000.00
Fee as a Percentage of Total Owner-Approved Construction Budget	
Assessor	12.50%
Recorder	12.50%
Collector	19.50%
Reimbursable expenses	\$125.00
Principal	\$185.00
Project Manager	\$150.00
Project Architect	\$130.00
Architect II	\$115.00
Architect I	\$105.00
Intern Architect IV	\$105.00
Intern Architect III	\$100.00
Intern Architect II	\$90.00
Intern Architect I	\$85.00
Project Interior Designer	\$110.00
Digital Technician/Illustrator	\$105.00
Project administrator	\$75.00
Administrative Support	\$65.00
Undergraduate Students	\$55.00
Addtl Meetings/Site Visits/person/visit	\$500.00

Evaluation Report for Request for Qualifications

17-31DEC20C - Boone County Government Center First Floor Physical Security Improvement Project

OFFEROR #1: PW Architects, Inc.

It has been determined that PW Architects, Inc. has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

It has been determined that PW Architects, Inc. has submitted a **non-responsive** proposal.

Note: Not included in proposal are structural engineering, furniture design, artists renderings, printing of bid documents

Experience/Expertise of Offeror

Strengths:

- Have provided other Boone County facilities work with a very positive course of dealing.
- Provided ballistic work for other government agencies in Columbia including Columbia Public Schools and City of Columbia.

Concerns:

Method of Performance

Strengths:

- Appears to have a clear understanding of project.
- Proposes no limits for meeting quantity or time.
- Furniture design is not included in proposal but are willing to work with County vendors as necessary and provide all appropriate CAD layouts to those vendors for coordination.
- BAFO response proposed a declining fee scale. As construction costs go up, their fee percentage goes down.
- If additional meetings/site visits are necessary, there is \$0.00 charge.

Concerns:

OFFEROR #2: Simon Oswald Architecture (SOA)

 X It has been determined that **Simon Oswald Architecture** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Simon Oswald Architecture** has submitted a **non-responsive** proposal.

Note: Proposed J-Squared Engineering as their mechanical/electrical engineering consultant

Note: Not included in proposal are models or other presentation materials requested by County; furniture/signage/artwork selection, design or specification; additional scopes of work requested by County; telephone, data and communications wiring design beyond device point; LEED design or certification submittals; civil, structural or fire protection engineering services.

Experience/Expertise of Offeror

Strengths:

- Previous design service in the Boone County Government Center.

Concerns:

Method of Performance

Strengths:

- Appears to have a clear understanding of project.
- Provided timeline.

Concerns:

- Stated invoices are due 21 days from the date of the invoice. Boone County pays net30.
- Reimbursable expense schedule is not firm beyond December 31, 2020.
- Their terms and conditions want the County to indemnify them and limit their liability. Also states they own any drawings.
- Charge \$500/person/for each additional meeting beyond the amount they quoted.

SUMMARY:


The County followed their policy for selection of architectural, engineering, and land surveying services for the selection of an architect for the remodel project of the first floor of the Boone

County Government Center for the offices of Assessor, Recorder and Collector. The evaluation committee selected two firms from the County Registry of Consultants to receive proposals.

The review committee for these two proposals consisted of Commissioner Janet Thompson, CJ Dykhouse, Legal Counselor, June Pitchford, Boone County Auditor and Doug Coley, Director of Facilities Maintenance. The first review meeting was September 2. It was determined at this meeting that we would request both Offerors to provide a percentage Architect's fee for the approved construction budget. And we would also request a not to exceed price for reimbursable expenses and a listing of what those might be.

The second review meeting was September 17. The review committee determined that both Offerors are qualified to do the job, and each have good, relevant experience. The deciding factor comes down to pricing. PW Architect's fees are less overall. They proposed a declining fee scale and have lower base fees. As construction costs go up, their fee percentage goes down. In addition, should additional meetings/site visits be necessary, there will be a zero charge for them.

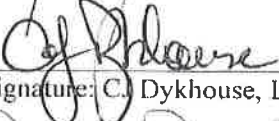
Recommendation for Award: PW Architects



Evaluator's Signature: Doug Coley, Director of Facilities Maintenance

9/25/20

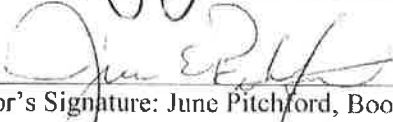
Date



Evaluator's Signature: C.J. Dykhouse, Legal Counselor

9/25/20

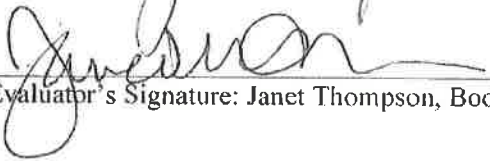
Date



Evaluator's Signature: June Pitchford, Boone County Auditor

9/27/20

Date



Evaluator's Signature: Janet Thompson, Boone County Commissioner

9/28/2020

Date



Boone County – Agreement for Architectural Services

Project Name: Boone County Government Center First Floor Physical Security Improvement Project

Contract Number: 17-31DEC20C

THIS AGREEMENT is made and entered into this 27th day of October, 2020, by and between Boone County, Missouri, by and through its County Commission, herein “Owner,” and Peckham & Wright, Inc., herein “Architect.”

In consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

1. **Project Description:** The Architect agrees to provide Owner with architectural services for the purpose of design and construction of the project generally known as Boone County Government Center First Floor Physical Security Improvement Project, herein “Project.” This project is for the offices of Assessor, Collector and Recorder. The Architectural Services Project contemplates Phase I for the Schematic Design Phase and Phase 2 for Design Development, Construction Documents, Bids and Negotiation, and Construction Administration services. The approach to the project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating Commissioner Janet Thompson as the Owner’s representative. The Architect’s revised proposal dated September 13, 2020 and email dated September 29, 2020 outlining Schematic Design is attached hereto and incorporated into this Agreement. In the event of a

conflict between the terms of the proposal and this Agreement, or the inclusion of a contract term in the proposal not reflected in this Agreement, the terms of this Agreement shall control.

2. **Architectural Services:** Architect shall provide as basic services all architectural services as described herein, including mechanical, electrical, and plumbing engineering in the Schematic Design Phase I and design development, construction documents, bidding, and construction administration in the Phase II services in connection with the Project. Structural Engineering, furniture design, artists renderings, and printing of bid documents, if necessary, will be negotiated as additional services. Any necessary services contracted for outside the Architect's firm shall be paid for out of the Architect's fees for basic services unless specifically provided for otherwise in this Agreement. All services rendered shall be consistent with the professional skill and care ordinarily provided by Architects providing services in Boone County, Missouri, under the same or similar circumstances.

The Architect's services shall include the following services as appropriate and necessary for the completion of the Project, and provide Owner with updated Cost of Work budgets, as appropriate. The following is a non-exhaustive list of the services to be provided under this Agreement:

2.1. Phase 1:

Schematic Design

- Meet with the Owner's Team which includes all necessary departments individually. It is anticipated that there will be a maximum of nine meetings (three per department). Architect will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the nine meetings if more meetings are necessary. Architect will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as Information Technology and Commission will be consulted where necessary.
- Prepare program, space use, and other information relative to each office as necessary to begin the design.

- Investigate building code and life safety issues as related to the proposed project. Coordinate those efforts with a Boone County Plan review for any Code related issues, as necessary.
- Prepare design sketches, with drawings consisting of computer-generated set of floor plans, reflected ceiling plans and interior elevations, drawn to scale. There are several potential solutions that may come from this phase, and architect will work with each department to fully vet each potential option to arrive at an agreed upon solution to finalize the design scope of the project.
- Completion of a 3-dimensional computer interior model of each design to show all proposed relationships, design finish information, and proposed style.
- Completion of outline specifications for the proposed scope of work.
- Coordination between Architectural and Engineering disciplines.
- Completion of Schematic Design Cost estimate for the proposed scope of work.
- Discuss and document preliminary phasing plans for each department to be able to provide service through construction without disruption of service.
- Review Design with owner and make necessary revisions to design.

2.2. Phase 2:

Design Development Phase

- Meet with the Owner's Team which includes all necessary departments individually. It is anticipated that there will be a maximum of six meetings (two per department) during this phase. Architect will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the six meetings if more meetings are necessary. Architect will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as Information Technology and Commission will be consulted where necessary.
- Investigate building code and life safety issues as related to the proposed project.
- Prepare drawings consisting of computer-generated fully dimensioned floor plans, elevations, building sections and details with Mechanical/Electrical/Plumbing plans drawn to scale. Draft specifications will be included in this submittal.
- Presentation of the final design plan to Owner.
- Coordination between Architectural and Engineering disciplines.
- Coordination work between disciplines and furniture design by County vendors.
- Coordination work with Owner for interior finish selections.
- Review Design with Owner and make necessary revisions to approved plans.
- Completion of Design Development Cost estimate for the proposed scope of work updated from the schematic design estimate.
- Submit and Review design with the Building Department to confirm conformance with the Building Code prior to beginning the Construction Documents Phase.

Construction Documents Phase

- Meet with the Owner's Team which includes all necessary departments individually. It is anticipated that there will be a maximum of six meetings (two per department) during this phase. Architect will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the six meetings if more meetings are necessary. Architect will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as Information Technology and Commission will be consulted where necessary.
- Investigate building code and life safety issues as related to the proposed project.
- Finalize Design Drawings based on Architect's review meeting and prepare Construction Documents including detailed, fully dimensioned floor plan, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, plumbing, and electrical drawings and specifications as prepared by consultants.
- Completion of Construction Documents Cost estimate for the proposed scope of work updated from the design development estimate.
- Select and document final finishes for the project.
- Prepare proprietary specifications describing all materials and finishes to be incorporated in the project.
- Coordinate selection of all material finishes and colors with the Owner.
- Prepare Contract and bidding documents as required in consultation with the Purchasing department.
- Coordinate with Owner prior to submitting to the Building Code Department.
- Submit construction documents to the Building Department for plan review.
- Make revisions to drawings and specifications related to Building Department review.

Bidding and Negotiation Phase

- Work with County Purchasing as necessary to compile and coordinate bid documents.
- Meet with Purchasing as necessary during this process.
- Attend and preside over the Pre-Bid Conference and fully review all technical design aspects of the project for bidders. Coordinate with the Purchasing Department for their review of all bidding requirements in this meeting.
- Prepare and distribute any Addenda to Purchasing for distribution when there are any required clarification or updates of bid documents to provide appropriate direction to bidders.
- Answer bidder questions during the bid period through the Purchasing Department.
- Make a recommendation for acceptance of the Lowest and Best Bid.

Construction Administration Phase

It is anticipated that a 9-month schedule divided between all three departments will be sufficient. Architect will be available and attend all meetings for the duration of the project through closeout should it take longer than that estimated time.

- Review product substitution request.
- Review shop drawings and submittals.
- Attend and coordinate monthly progress meetings. Up to nine coordination meetings are estimated. Architect will coordinate and attend any meetings above nine with no additional fees.
- Visit the site regularly and conduct required on-site inspections during construction. An expected visitation schedule will be developed with County and coordinated with the construction schedule. All visits required will be completed with no additional cost to the Owner.
- Daily availability via phone or e-mail to answer questions during construction.
- Daily availability for the County Facilities Representative.
- Availability throughout the project for the Department Representatives or County Commission.
- Prepare Change Orders if necessary.
- Prepare other official instructions for the contract as necessary such as Architect's Supplemental Instructions. Construction Change directives or Response to Requests for Information from the Contractor.

3. **Construction Documents:** Owner specifically reserves the right to approve the form of the Construction Documents. Architect will consult with Owner's Purchasing and Legal Departments in the preparation of the Construction Documents. Architect will provide information to Owner in sufficient time to allow Owner's Purchasing and Legal departments to review and modify the Construction Documents to be consistent with Owner's policies and procedures. Copies of documents for bidding purposes shall be performed by Owner at Owner's expense through Owner's Purchasing Department. The bid documents shall contemplate a pre-bid conference which Architect shall attend and participate in.

4. **Additional Services and Reimbursable Expenses:** Reimbursable expenses are not anticipated for this project. Services not normally and customarily included

within basic architectural services as described herein shall be considered additional services. No compensation shall be paid for any service rendered by Architect as an additional service unless rendition of the service has been authorized by Owner, in writing, in advance of performance of said service. Any additional services performed by Architect prior to such written authorization of Owner shall be deemed a basic Architectural service.

5. **Architectural Work Product:** Owner acknowledges that the Architect's completed contract documents as Architect's work product. Nevertheless, completed contract documents prepared under this Agreement shall, upon full and final payment to the Architect of all monies due and owing, become the property of Owner whether the Project is executed or not. Upon full and final payment to the Architect of all monies due and owing, Architect shall deliver to Owner updated contract documents upon final completion of the Project or as they exist as of the date of termination, as applicable, in paper and electronic form as prepared by Architect. Architect shall be permitted to retain reproducible copies of the contract documents for Architect's own use and reference. In the case of any future reuse of the documents by Owner without Architect's direct professional involvement, the Architect's and Architect's consultants' names and seals shall be removed from all such documents and the Architect shall not be liable to the Owner in any manner whatsoever for their reuse. The Owner's obligations under this paragraph shall survive any termination of this Agreement and shall be binding upon Owner's successors and assigns.

6. **Compensation:** In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows:

The Architect's Phase I services shall be provided at a not to exceed cost of \$10,850.00 (Collector \$2,950; Recorder \$3,950; Assessor \$3,950), and Phase II services shall be delivered at a fee of a percentage of total owner-approved construction budget per the following breakdown:

Budget up to \$100,000	9.0%
\$100,001 to \$200,000	8.5%
\$200,001 to \$300,000	8.0%
\$300,001 to \$400,000	7.5%
\$400,001 to \$500,000	7.0%
\$500,001 to \$600,000	6.8%
\$600,001 to \$700,000	6.6%
\$700,001 to \$800,000	6.4%
\$800,001 to \$900,000	6.2%
\$900,001 to \$1,000,000	6.0%
\$1,000,001 to 1,250,000	5.8%
\$1,250,001 to 1,500,000	5.6%
\$1,500,001 to \$1,750,000	5.4%
\$1,750,001 to \$2,000,000	5.2%
\$2,000,001 to \$2,250,000	5.0%

Work above and beyond the scope of services and Owner initiated changes following phase approvals will be billed at a negotiated stipulated sum fee or at the following hourly rates plus expenses:

Principal	\$195.00
Project Manager	\$140.00
Architect IV	\$125.00
Architect III	\$115.00
Architect II	\$100.00
Architectural Designer	\$100.00
Interior Designer	\$100.00
Architect I	\$90.00
CAD Technician	\$85.00
Senior Administrative	\$75.00
Administrative	\$60.00

Payments shall be made within thirty (30) days of receipt of a correct invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project

for which services are provided. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Architect. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Architect.

7. **Insurance:** Architect shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Architect's obligations to maintain such insurance coverage and Architect shall indemnify and hold the Owner and all its personnel harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such damages, losses or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Architect, its agents or employees. The Architect shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall

contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

8. **Owner Authorization:** When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Architect shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this Agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean Janet M. Thompson, District II Commissioner, who has been designated by the Boone County Commission to supervise the Project. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Architect's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

9. **Termination or Suspension:** This Agreement may be terminated by the Owner for any reason upon at least 15 days written notice of termination to the Architect. Upon termination, Architect shall immediately discontinue all services and deliver to Owner a final

invoice for all services rendered through the termination date. Upon full and final payment to the Architect for all monies due and owing, Architect shall deliver to Owner any and all drawings, plans, specifications or other documents prepared or received by Architect for services under this Agreement, whether complete or in progress. If Owner questions the extent of the work on the final invoice it shall have every opportunity to review and evaluate all work upon which the invoice is based prior to payment. In addition to the foregoing, either party may terminate this Agreement upon no less than 10 days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination.

10. **Governing Law / Venue / Dispute Resolution:** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Association Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

11. **Notice:** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Architect:

PWArchitects, Inc.
Attn: Erik Miller
2120 Forum Blvd., Ste. 101
Columbia, Missouri 65203

If to the Owner, c/o:

Boone County Purchasing

Attn: Melinda Bobbitt
613 E. Ash Street
Columbia, Missouri 65201

12. **Certification of Lawful Presence / Work Authorization:** Architect shall complete and return the Work Authorization Certification if one is not on file with the Boone County Public Works Department in conjunction with a General Consultant Services Agreement.

13. **Complete Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

PECKHAM & WRIGHT ARCHITECTS, INC.

By DocuSigned by:
Erik Miller
8F1AE499BD36405...

Vice President

Title _____

Dated: 10/19/2020

BOONE COUNTY, MISSOURI

By DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
7D74DEAEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TF
81EA4C537696483...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

<u>DocuSigned by: June E. Probst by cgy F0D08ADB184244D...</u>	10/19/2020	2110-71211/\$2,950; 2800/71211/\$3,950 2010/71211/\$3,950
Signature	Date	Appropriation Account

BOONE COUNTY, MISSOURI

PROPOSAL DESCRIPTION: *Design Services for Remodel of First Floor of the Boone County Government Center*

BEST AND FINAL OFFER FORM #1

- 1) Please express your fee for Phase 2 Services as a percentage of the total owner-approved construction budget for the remodel Project.
Please See Revised Proposal Page 7 for this Phase 2 Services fee
- 2) Please quote a contract-not-to-exceed figure for reimbursable expenses for Phase 2 services. Include an example listing of reimbursable expenses included within the not-to-exceed estimate.
Please See Revised Proposal Page 7 for this not-to exceed figure and example listing of reimbursable expenses

The Offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices/percentages quoted.

Company Name: PWArchitects, Inc.

Address: 2120 Forum Blvd, Ste. 101
Columbia, MO 65203

Telephone: 573.449.2683 Fax: 573.442.6213

Federal Tax ID (or Social Security #): 43-1352033

Print Name: Erik Miller Title: Principal

Signature:  Date: 09/13/2020

E-mail: emiller@pwarchitects.com



August 18, 2020
Revised September 13, 2020

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Via E-mail: mbobbitt@boonecountymo.org

Re: Architectural and Engineering Services Proposal-**Best and Final Offer #1**
Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office, and Recorder's Office
Columbia, Missouri

Dear Melinda:

This proposal has been revised as you requested in your letter of September 2, 2020 and later amended in e-mail dated September 9, 2020.

Thank you for the opportunity to submit this proposal for design services for the renovations planned for the Assessor's Office, Collector's Office, and Recorder's Office at the Boone County Government Center.

PWA is excited to have the opportunity to be a part of the process in continuing our relationship and the many hours we have worked together on recent facilities.

To add to that security experience with Boone County at the Emergency Communications Center PWA has been involved over the last several years with security enhancements for many projects:

- Columbia Public Schools: Ballistic ratings (level 3) and impact protection throughout the School District. This includes new projects and renovations to existing schools. This includes over a dozen projects completed over the past 5 years with 8 more upcoming.
- Shelter Insurance North Campus: Impact rated glazing systems and lobbies with ballistic glazing and walls (level 3). Full access control throughout the 21-million-dollar project including the Data Center.
- City of Columbia-Molly Bowden Neighborhood Policing Center (Under Construction). Ballistic Rated (level 3) lobby with interior glazing systems, wall protection and Ballistic rated (level 3) exterior window systems for offices. Access Control systems throughout.
- Shelter Insurance Field Office-Springfield, MO (Under Construction): Ballistic Rated lobby (level 3) with glazing and wall systems protection. Access control for lobby and exterior doors.
- Shelter Insurance Field office-Lincoln, Nebraska (In Design Phase): Ballistic Rated lobby (level 3) with glazing and wall systems protection. Access control for lobby.

Our services are geared specifically to bring you custom designed enhancements that are representative of the quality that you expect and fitting with the current style of the prior Collectors Office enhancements as well as the Boone County Government Center.

Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office and Recorder's Office;
Columbia, Missouri
PWA Proposal-August 18, 2020-*REVISED September 13, 2020*
Page | 2

We plan to produce work with all parties involved through the Phase 1 Schematic Design Phase and later to follow with Phase 2 Design Development, Construction Documents, Bidding and Construction Administration phases to be able to produce designs and documents for your facility that will provide for accurate estimating for the work. After an approval to proceed we will utilize the approved design to complete construction documents and will work with you through bidding and construction of the project.

We have summarized the scope of work based on preliminary information that you have provided to us:

1. Architectural Services and Mechanical/Electrical/Plumbing Engineering are included for Schematic Design in this proposal. Structural Engineering for the project/s is not anticipated or believed to be necessary and is not included at this time.
2. Schematic Design is for the remodeling of the Assessor's Office, Collector's Office, and Recorder's Office on the first Floor of the Boone County Government Center to provide for security and hardening of the offices, other enhancements for health safety protocols involving proper social distancing required for public use as well as access control considerations.
3. The services for Schematic Design are inclusive of all meetings and production necessary for proposed design solutions and cost estimating and proper production of documents through the process. *There are no limits assumed in this proposal for meeting quantity or time.* All necessary presentations you determine are included. *We will be available to properly service this project.*
4. We will work diligently to achieve consensus in design efforts for all involved in decision making and final resolution of design including all 3 Departments as well as the County Commission, Facilities Department, and IT Department where applicable. All designs and budgets will be tracked separately as required for proper allocation of financing.
5. PWA will work with the County to develop proper phasing schedules of the work to minimize disruption of services during construction. This will include working with the eventual contractor to customize the processes of construction to track costs for each department budget and to limit public service disruption during the process. This will start as part of the Schematic Design process and then will be refined during subsequent phasing.
6. We will coordinate with you regarding furniture and equipment layout. Furniture design is not included however we will work with County vendors as necessary and provide all appropriate CAD layouts to those vendors for coordination.
7. No initial budget figures are available, and the budgets will be determined based on the finalized scope determined in Schematic design and finalized through the final phases of the design process. Each department is responsible for its own budget and we understand that all cost estimates must be broken down by department. *We also understand that each department will be required to pay its share of the construction cost and we will prepare the bid documents so that each project is separately accounted by the contractor during construction.*
8. The project services are broken down into two phases:
 - a. Phase 1: Schematic Design
 - b. Phase 2: Design Development, Construction Documents, Bidding Services and Construction Administration.

We understand that Phase 1 Design Services will be completed based on the fixed fee proposal enumerated. Phase 2 service fees are listed as a percentage of the Total Owner-Approved Construction Budget which will be based on the outcome of Phase 1 Services.

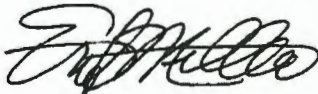
Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office and Recorder's Office;
Columbia, Missouri
PWA Proposal-August 18, 2020-*REVISED September 13, 2020*
Page | 3

9. In Phase 2 the Design Development Phase will be based on the accepted Schematic Design plans and will meet all current Code requirements of Boone County, and the State of Missouri as required. *Our services include all meetings necessary for completion of the phase.*
10. In Phase 2 the A/E design team will complete Construction Documents for permitting and bidding/constructing requirements. We will coordinate reviews during this process with you to keep all informed and to provide the most necessary information for the project and successful bidding. *Our services include all meetings necessary for completion of the phase.*
11. In Phase 2 the process of bidding and Negotiation will be handled through an open public bidding process for Lowest and Best General Contractor bid. We will work with you through any bidding processes you deem necessary and assume that multiple bid items and phases will occur with this project. We will plan to coordinate General Conditions and Bidding Requirements for Construction along with Technical Specifications, within a single project manual. We will work directly with Boone County Purchasing for inclusion of all necessary items and final production of the bidding documents. We will work with Purchasing and plan to attend a pre-bid conference with all bidders. Our services include all meetings necessary for completion of bidding.
12. In Phase 2 we will handle Construction Administration working with you and the selected contractor through the process by leading progress meetings, inspecting work on regular intervals or specific instances where necessary. We will process pay requests and other documents to further the proper process and progress of the work while working with the contractor to ensure quality projects that meet all required specifications.
13. PWA is fully prepared throughout the process to work with Commissioner Thompson and the Commission regarding the normal Capital process of Procurement and the required Internal Responsibility Matrix.

Included is a detailed description of our proposed services along with fee proposals for the project as you have requested. Your project is important to us. This fee proposal is based on our current understanding of project needs and we are open to negotiation regarding fees and scope of work.

If you have any questions, please call.

Sincerely,
PWARCHITECTS, INC.



Erik Miller, AIA, CDT
Vice President

EM
Encl

PWArchitects Inc. - Detail of Services

Design Services to develop the project for Boone County as detailed above. The schedule for each phase assumes time following the approval of each phase for Owner acceptance. PWA is prepared to begin work within two weeks following your notice to proceed.

Phase 1:

Schematic Design Phase: Schedule: 4-6 weeks

- *Meet with the Owners Team which includes all necessary departments individually. We believe a maximum of 9 meetings (3 per department) will be necessary during this phase. We will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the 9 meetings if more meetings are necessary. We will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as the IT department will be consulted where necessary.*
- Prepare program, space use and other information relative to each office as necessary to begin the design.
- Investigate building code and life safety issues as related to the proposed project. Coordinate those efforts with a Boone County Plan review for any Code related issues, as necessary.
- Prepare design sketches, with drawings consisting of computer-generated set of floor plans, reflected Ceiling plans and interior elevations, drawn to scale. There are several potential solutions that may come from this phase and we expect to work with each department to fully vet each potential option to arrive at an agreed upon solution to finalize the design scope of the project.
- Completion of a 3-dimensional computer interior model of each design to show all proposed relationships design finish information and proposed style.
- Completion of outline specifications for the proposed scope of work.
- Coordination between Architectural and Engineering disciplines.
- Completion of Schematic Design Cost estimate for the proposed scope of work.
- Discuss and document preliminary phasing plans for each department to be able to provide service through construction without disruption of service.
- Review Design with Owner and make necessary revisions to design.

Phase 2:

Design Development Phase: Schedule: To Be Determined

- *Meet with the Owners Team which includes all necessary departments individually. We believe a maximum of 6 meetings (2 per department) will be necessary during this phase. We will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the 6 meetings if more meetings are necessary. We will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as the IT department will be consulted where necessary.*
- Investigate building code and life safety issues as related to the proposed project.
- Prepare drawings consisting of computer-generated fully dimensioned floor plans, elevations, building sections and details with, Mechanical/Electrical/Plumbing plans drawn to scale. Draft specifications will be included in this submittal.
- Presentation of the final design plan to Owner.
- Coordination between Architectural and Engineering disciplines.
- Coordination work between disciplines and Furniture design by County Vendors.
- Coordination work with Owner for interior finish selections.
- Review Design with Owner and make necessary revisions to approved plans.
- Completion of Design Development Cost estimate for the proposed scope of work updated from the SD estimate.

- Submit and Review design with the Building Department to confirm conformance with the Building Code prior to beginning the Construction Documents Phase.

Construction Documents Phase: Schedule: To Be Determined

- *Meet with the Owners Team which includes all necessary departments individually. We believe a maximum of 6 meetings (2 per department) will be necessary during this phase. We will coordinate and preside over all meetings necessary to develop and finalize project requirements for this phase with no additional expense above the 6 meetings if more meetings are necessary.* We will meet with each department and include Boone County Facilities Representative in all meetings. Other County Departments such as the IT department will be consulted where necessary.
- Investigate building code and life safety issues as related to the proposed project.
- Finalize Design Drawings based on our review meeting and prepare Construction Documents including detailed, fully dimensioned floor plan, appropriate interior and exterior elevations and details, building sections and section details of assemblies, finish schedule, door schedule, door details, window schedule and details. HVAC, plumbing and electrical drawings and specifications as prepared by consultants.
- Completion of Construction Documents Cost estimate for the proposed scope of work updated from the DD estimate.
- Select and document final finishes for the project.
- Prepare proprietary specifications describing all materials and finishes to be incorporated in the project.
- Coordinate selection of all material finishes and colors with the Owner.
- Prepare Contract and bidding documents as required in consultation with the Purchasing Department.
- Coordinate with Owner prior to submitting to the Building Code Department.
- Submit construction documents to the Building Department for plan review.
- Make revisions to drawings and specifications related to Building Department review.

Bidding & Negotiation Phase: Schedule: To Be Determined

- *Work with County Purchasing as necessary to compile and coordinate bid documents.*
- *Meet with Purchasing as necessary during this process.*
- *Attend and preside over the Pre-Bid Conference and fully review all technical design aspects of the project for bidders. Coordinate with the Purchasing Department for their review of all bidding requirements in this meeting.*
- Prepare and distribute any Addenda to Purchasing for distribution because of any required clarification or updates of bid documents to provide appropriate direction to bidders.
- Answer bidder questions during the bid period through the Purchasing Department.
- Make a recommendation for acceptance of the Lowest and Best Bid.

Construction Administration Phase: Schedule: To Be Determined

Currently we believe that a 9-month schedule divided between all 3 Departments would be sufficient.

Construction time and schedule cannot be fully determined based on the information available. PWA will be available and attend all meetings for the duration of the project through closeout should it take longer than that estimated time.

- Review product substitution requests.
- Review shop drawings and submittals.
- Attend and coordinate monthly progress meetings. *Up to 9 coordination meetings are assumed however PWA will coordinate and attend any meetings above 9 with no additional fees.*
- Visit the site regularly and conduct required on-site inspections during construction. An expected visitation schedule will be developed with you and coordinated with the construction schedule. All visits required will be completed with no additional cost to the Owner.
- Daily availability via phone or e-mail to answer questions during construction.
- Daily availability for the County Facilities Representative.

Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office and Recorder's Office;
Columbia, Missouri

PWA Proposal-August 18, 2020-**REVISED September 13, 2020**

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- Availability throughout the project for the Department Representatives or County Commission.
- Prepare Change Orders if necessary
- Prepare other official instructions for the contract as necessary such as Architect's Supplemental Instructions, Construction Change Directives or Response to Requests for Information from the Contractor.

Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office and Recorder's Office;
 Columbia, Missouri
 PWA Proposal-August 18, 2020-*REVISED September 13, 2020*
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DESIGN SERVICES FEE PROPOSAL

Fees indicated below include Architecture, Mechanical/Electrical/Plumbing Engineering and Furniture Design coordination as detailed above. For the listed scope of work the services listed above can be performed for the following fees:

Please see the attached Best and Final Offer Form #1 attached as confirmation of the final offer requested.

Phase 1: Schematic Design:

Total Stipulated Sum Fee: **\$ 10,850.00**

Fees are broken down for each Department below:

Boone County Collector:	\$2,950.00
Boone County Recorder:	\$3,950.00
Boone County Assessor:	\$3,950.00

There is no limitation on the number of meetings we will attend with this proposal.

Phase 2: Design Development, Construction Documents, Bidding & Negotiation, Construction Administration

Fee as a Percentage of Total Owner-Approved Construction Budget: **Range as listed below**

Budget up to \$ 100,000	9.0%
\$ 100,001 to \$ 200,000	8.5%
\$ 200,001 to \$ 300,000	8.0%
\$ 300,001 to \$ 400,000	7.5%
\$ 400,001 to \$ 500,000	7.0%
\$ 500,001 to \$ 600,000	6.8%
\$ 600,001 to \$ 700,000	6.6%
\$ 700,001 to \$ 800,000	6.4%
\$ 800,001 to \$ 900,000	6.2%
\$ 900,001 to \$1,000,000	6.0%
\$1,000,001 to \$1,250,000	5.8%
\$1,250,001 to \$1,500,000	5.6%
\$1,500,001 to \$1,750,000	5.4%
\$1,750,001 to \$2,000,000	5.2%
\$2,000,001 to \$2,250,000	5.0%

This fee is based on the Total Owner-Approved Construction Budget for all 3 Departments and will be appropriately divided into costs for each department when each scope can be determined. There is no limitation on the number of meetings we will attend with this proposal.

Reimbursable Expenses:

Typical reimbursable expenses would include out-of-town mileage, postage, shipping and delivery, artists renderings, sub-consultants not listed in proposal (If requested by Owner), printing of bid documents.

Consistent with typical services we have provided in the past for Boone County we do not anticipate any reimbursable expenses for the project.

Contract Not-To-Exceed Reimbursable Expenses: **\$ 0.00**

Boone County Government Center-First Floor Renovations for the Assessor's Office, Collector's Office and Recorder's Office;
Columbia, Missouri
PWA Proposal-August 18, 2020-*REVISED September 13, 2020*
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OTHER AVAILABLE SERVICES:

Services not included in the proposal that are by others or can be performed for an additional fee if necessary or requested:

- Structural Engineering
- Furniture Design
- Artists Renderings
- Printing of Bid Documents

Work above and beyond the scope of services and Owner Initiated Changes following phase approvals will be billed at a negotiated stipulated sum fee or at the following hourly rates plus expenses:

PWArchitects, Inc.

PRINCIPAL	\$195.00
PROJECT MANAGER	\$140.00
ARCHITECT IV	\$125.00
ARCHITECT III	\$115.00
ARCHITECT II	\$100.00
ARCHITECTURAL DESIGNER	\$100.00
INTERIOR DESIGNER	\$100.00
ARCHITECT I	\$ 90.00
CAD TECHNICIAN	\$ 85.00
SR. ADMINISTRATIVE	\$ 75.00
ADMINISTRATIVE	\$ 60.00

Engineering Hourly rates are to be determined based on final consultant selection.

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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

September 2, 2020

PW Architects
Erik Miller
2120 Forum Boulevard, Suite 101
Columbia, MO 65203

VIA E-mail: E-mail: emiller@pwarchitects.com

RE: Best & Final Offer #1 to *Design Services for Remodel of First Floor of the Boone County Government Center*

Dear Mr. Miller:

This letter shall constitute an official request by the County of Boone – Missouri to enter into competitive negotiations with your organization.

As a result of this request for a Best and Final Offer, you may now modify the pricing of your proposal. The attached Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO pricing.

You are requested to provide written response by **11:00 a.m. September 10, 2020** by e-mail to mbobbitt@boonecountymo.org. Your written response will be distributed to the evaluation team.

If you have any questions regarding this BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

cc: Proposal File

Attachments: Best and Final Offer #1 (BAFO) Form

BOONE COUNTY, MISSOURI

PROPOSAL DESCRIPTION: *Design Services for Remodel of First Floor of the Boone County Government Center*

BEST AND FINAL OFFER FORM #1

- 1) Please express your fee for Phase 2 Services as a percentage of the total owner-approved construction budget for the remodel Project.

- 2) Please quote a contract-not-to-exceed figure for reimbursable expenses for Phase 2 services. Include an example listing of reimbursable expenses included within the not-to-exceed estimate.

The Offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices/percentages quoted.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____

Melinda Bobbitt

From: Erik Miller <emiller@pwarchitects.com>
Sent: Tuesday, September 29, 2020 1:43 PM
To: Melinda Bobbitt
Subject: RE: Design Services for Remodel of First floor of the Boone County Government Center
Attachments: Boone County Government Center First Floor Renovations.docx

Melinda,

Please see the attached word file for your use in explaining the Schematic Design Process for the project.

The process can be different for any given project so I have defined some specific elements here.


I am happy to help so please let me know if there are additional questions I can answer.

Thanks,
Erik

Erik Miller AIA, CDT
Principal

 **Architects, Inc.**
2120 Forum Boulevard, Suite 101
Columbia, Missouri 65203
Phone: (573) 449-2683 Fax: (573) 442-6213
e-mail: emiller@pwarchitects.com

Design for where you want to be

 Please consider the environment before printing this e-mail.

From: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Sent: Tuesday, September 29, 2020 7:58 AM
To: Erik Miller <emiller@pwarchitects.com>
Subject: RE: Design Services for Remodel of First floor of the Boone County Government Center

Erik,

There has not been a decision yet.

I want to explain to one of the office holders what happens in the schematic design phase. Could you please describe that to me?

Thanks,
Melinda

From: Erik Miller <emiller@pwarchitects.com>
Sent: Monday, September 28, 2020 5:15 PM

Boone County Government Center First Floor Renovations

Schematic Design

The schematic design phase of a project is utilized to define the parameters and requirements of a project so that we can offer the solutions for those parameters.

We will spend time with you in meetings to understand the project goals by creating basic programs of spaces needed, particular uses of the spaces, adjacencies that are critical to operation success and definitions of detailed items to solve functional problems. Key features and detailed elements that the project should have will be discussed at these meetings.

This typically starts using a kickoff meeting to discuss the Owner's needs and define the information above. This is where we will discuss the needs and expectations of the design for each department. We will have diagrams of the existing spaces available for sketching and note taking. We will discuss how the departments physically do their work and take time to understand critical relationships of spaces for best use and requirements for security and protection.

Separately, the Design Team will conduct physical investigations by taking measurements of the spaces involved, comparing records available for the final construction of the existing spaces and investigating for concealed items such as electrical, heating and air conditioning systems or plumbing systems where needed. These investigations will help define the physical characteristics of the spaces we are working with and define necessary parameters for keeping existing systems in place if needed. This is critical in a renovation so that we know what potentially what physical boundaries or collisions may exist or structural/other elements that could potentially impede work.

The building code will be researched to help guide the design efforts. Meetings with Code officials are not uncommon at this stage depending on the nature of the renovations or realignment of the space.

Of key importance for this project will be to start discussions about construction phasing. While these may be preliminary it is vital that we understand how we may need to approach the project in consideration of the fact that multiple departments are affected which must remain open to the public during construction. The final solutions may have bearing on what we need to do to accommodate construction activities, functionality of the department and safety of the employees and public using the space.

A second meeting will follow for the Design Team to present ideas that have resulted from the gathering of the information at the first meeting along with field investigations. More than likely we will produce multiple design options that take all the stated requirements into account and compare those together so that each department representative/s can select from the best suited layouts and options. Second meetings and sharing of ideas will bring out more definition, and as such, continued questions or ideas from the design professionals and the Owner. We will work with any suggestions and continue to refine the chosen design options until a final schematic design has been chosen

We will share our information using e-mail, document sharing portals and on paper where best utilized as the solutions are developed so that all necessary Department Representatives, and Other Departments involved such as Facilities and IT Departments have the most current information and everyone is on the same page.

A third meeting (if necessary) would be held based on the conclusions of the first meetings to present a final schematic design that defines the overall project scope and sets the stage for the next phases of a project. This is generally a conclusory meeting to define consensus and potentially refine any final minor elements if necessary.

Within schematic design the typical items that are produced will be:

1. A program listing of the required elements or spaces that the design must include.
2. Possible diagrams of required adjacencies and relationships for required spaces in comparison to one another.
3. Floor Plan diagrams of the spaces that show plan options envisioned in two dimensions.
4. Necessary interior elevations. As our solutions will be involving security, physical separation and work functionality there may be elevations that help to define the scope.
5. 3-dimensional models may be included to show key elements where necessary.
6. Outline specifications for systems and materials that we expect to be required for the project. This is a general listing of each system, product and category for the known items at this stage and provides for a start to organize the requirements in more detail later.
7. A cost estimate for the work as defined for this phase.
8. Preliminary phasing plans or diagrams.

Schematic design seeks to define information about what elements the owner desires in the final project, as well as what features the final project is required to have. This is a process of discovery as the institution of many elements require other unforeseen factors to define and achieve. We will use our time together diligently to gain an understanding of the needs and produce the information to define those needs to move into the design development and construction document stages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2020
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Gallaher Insurance Group LLC PO Box 798 Mexico MO 65265-0798	CONTACT NAME: Kimberly Holmes PHONE (A/C, No, Ext): (573) 581-8330 FAX (A/C, No): (573) 581-8372 E-MAIL ADDRESS: kim@gallaherinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company LTD</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Co</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D: Hartford Insurance Group</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company LTD	11000	INSURER B: Hartford Accident and Indemnity Co	22357	INSURER C: Hartford Casualty Insurance Co	29424	INSURER D: Hartford Insurance Group		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Peckham and Wright Architects, Inc. 2120 Forum Blvd Ste 101 Columbia MO 65203															

COVERAGES **CERTIFICATE NUMBER: CL2061212906** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	84SBATH1714	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UECAA1989	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBATH1714	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBCCC5881	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			USS2030793	5/22/2020	5/22/2021	Per Claim 2,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 202018 Boone County Government Center Security Renovations
 The County of Boone - Missouri is named as additional insured and includes a waiver of subrogation when required by written contract. Thirty (30) day written notice of cancellation, non-renewal or reductions of coverage will be given to certificate holder.

CERTIFICATE HOLDER County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B Hutchinson/HOIMKI <i>Barrett Hutchinson</i>
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**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

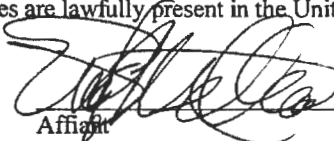
County of Boone)

State of Missouri)ss
)

My name is Erik Miller . I am an authorized agent of Peckham & Wright Architects, Inc.

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

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

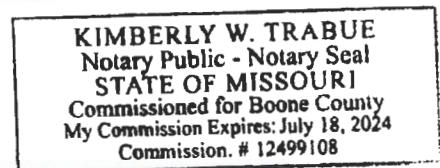


10/14/2020
Date

Erik Miller
Printed Name

Subscribed and sworn to before me this 14th day of October, 2020


Notary Public



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



Company ID Number: 184170

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Peckham & Wright Architects, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 184170

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

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

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



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

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



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after the Employer receives it.

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

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

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

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

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

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

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



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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 **Peckham & Wright Architects, Inc.**

Kimberly Trabue

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2009

Date



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

Name:	Kimberly W Trabue	Fax Number:	(573) 442 - 6213
Telephone Number:	(573) 449 - 2683		
E-mail Address:	ktrabue@pwarchitects.com		
Name:	Bradley R Wright	Admin. update:	Erik Miller, emiller@pwarchitects.com
Telephone Number:	(573) 449 - 2683	Fax Number:	(573) 442 - 6213
E-mail Address:	brwright@pwarchitects.com		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

27th

day of

October

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source Contract 153-123120SS – Single Feasible Source for Bacterial DNA Testing for the Resource Management Department with Source Molecular Corporation of Miami Lakes, Florida.

Terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Sole Source Request Form.

Done this 27th day of October 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner


Fred J. Paity
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: September 24, 2020
RE: Contract 153-123120SS – Single Feasible Source for Bacterial DNA Testing for the Resource Management Department with Source Molecular Corporation

Attached for signature and approval is Sole Source Request Form 153-123120SS for the purchase of Bacterial DNA Testing for the Resource Management Department from the Source Molecular Corporation of Miami Lakes, Florida. The Purchasing Department requests approval of Single Feasible Source contract 153-123120SS that has been established on behalf of the Resource Management Department.

The laboratory testing is necessary for the County to follow and mitigate bacterial E-Coli contamination that is required by the Missouri Department of Natural Resources.

The single feasible source has been advertised in both the Missourian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide laboratory testing that meets ISO/IEC 17025-2005 accreditations and EPA testing licensure.

The contract period will run from December 05, 2020 through December 04, 2021, and there are four (4) one-year renewal options available after this initial period.

Payments will be paid from the following funds/accounts:

- Fund 1725 Stormwater Administration/Account 86300 – Testing: \$2,500.00
- Fund 2046 RM Stormwater Administration/Account 86300 - Testing: \$2,500.00

/lp

cc: Kelle Westcott – Resource Management
Contract File

Commission Order: 496-2020

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Resource Management
Persons Requesting	Lynne Hooper, Kelle Westcott, Nicki Fuemmeler
Date Requested	8/18/20
Contact Phone Number	573-886-4491

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

SOLE SOURCE NUMBER: 153-123120SS
(Assigned by Purchasing)

Signature _____ Date _____

COMMISSION APPROVAL: Daniel K. Atwill

Signature _____ Date _____

Expiration Date: 12/05/20 through 12/04/21 One Time Purchase (check)

Vendor Name	Source Molecular
Vendor Address	15282 NW 79 th Court, Ste. 107 Miami Lakes, FL 33016
Vendor Phone and Fax	Office: 786-220-0379
Product Description	Proprietary laboratory testing services to test for DNA biomarkers in stream water samples
Estimated Cost	\$2,500.00
Department/Account #s) / Amt. Budgeted	Department 1725 Stormwater Administration & 2046 RM - Stormwater Administration, Account 86300 Testing - \$2,500.00

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
- Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
- Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function.

- *Bacterial DNA Testing for E-Coli using EPA developed and patented microbial source tracking markers for human, dog, cow and chicken bacteria in Boone County streams samples Single Feasible Source: Source Molecular.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

- *ISO/IEC 17025-2005 accreditation and EPA test licensing required.*

4. What research has been done to verify this vendor as the only known source?

- *Advertised in the Columbia Daily Tribune and the Columbia Missourian; obtained sole source letter from Source Molecular Corporation.*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- ✓ No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

- *NA*

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

- *This purchase has been and will be required on-going*

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

- *The County has been purchasing this testing on-going – see 141-123117SS.*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

- *Yes see 141-123117SS.*

10. What are the consequences of not securing this specific commodity/material?

- *The County will not meet its obligation to conduct reliable testing pursuant to DNR requirements to follow and mitigate E-coli contamination in Boone County's streams.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

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- *Refer again to attached letter from James Herrin dated September 8, 2020 establishing sole source status.*

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

- *On-going, as needed. The initial contract period will run 12/05/2020 through 12/04/2021 and there will be four options to renew the subscription for one-year periods each.*

**PURCHASE AGREEMENT FOR
BACTERIAL DNA TESTING
TERM & SUPPLY**

THIS AGREEMENT dated the 27th day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Source Molecular Corporation** herein "contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Bacterial DNA Testing sole source # **153-123120SS** and Source Molecular Corporation's rate sheet for Boone County Resource Management dated September 8, 2020 (see Attachment One), and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the quote response may be permanently maintained in the County Purchasing Office file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County Standard Terms and Conditions shall prevail and control over the contractor's quote response.
2. **Purchase** - The County agrees to purchase from the contractor and the contractor agrees to supply the County **Bacterial DNA Testing** as identified in the contractor's attached rate sheet for Boone County Resource Management dated September 8, 2020. Testing shall be provided as required in the specifications and in conformity with the contract documents for the prices set forth in the Contractor's pricing response as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **December 05, 2020 and extend through December 04, 2021**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an additional four (4) one-year periods. Pricing is firm throughout the initial contract period and may adjust based on mutual agreement of the County and the contractor at the time of renewal.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Office, Attn: Accounts Payable, 801 E. Walnut, Room 315, Columbia, MO 65201, and billings may only include the prices listed in the contractor's rate sheet for Boone County Resource Management dated September 8, 2020. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the contractor's rate sheet for Boone County Resource Management dated September 8, 2020. The County agrees to pay all correct monthly statements within thirty (30) calendar days of receipt; the contractor agrees to honor any cash or prompt payment discounts offered by the contractor 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 not to exceed 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for the convenience of the County including if appropriations are not made available and budgeted for any calendar year. The contractor shall be compensated in accordance with auditable costs to point

of notification of termination. The County shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.

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

SOURCE MOLECULAR CORPORATION

by James Herrin
DocuSigned by:
5F52F2F409CC480...
Project Manager
title _____

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TK
County Clerk

AUDITOR CERTIFICATION:

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

Term & Supply
1725/86300: \$2,500.00; 2046/86300: \$2,500.00

DocuSigned by:
[Signature]
Signature

10/20/2020

Date

Appropriation Account

SPECIFICATIONS FOR BACTERIAL DNA TESTING

1. General Requirements:

- 1.1 The contractor shall conduct Bacterial DNA testing for Boone County upon request on an on-going as needed, if needed basis. The County requires the contractor to conduct testing as needed, if needed for the duration of the contract period.
 - 1.1.1 The contractor shall understand and agree that the County will collect samples and send them to the contractor at the contractor's expense. The contractor shall test each sample for biomarker(s) selected by the County from this list of biomarkers: human, ruminant, cow, dog, goose, and/or others as may be determined by the County. The County will specify which biomarkers to test for at the time the samples are sent.
- 1.2 The contractor shall conduct all testing in accordance with accepted methodology and in accordance with all applicable accepted and current laboratory standards.
 - 1.2.1 The contractor shall maintain ISO/IEC 17025:2005 accreditation from an accrediting body such as the American Association for Laboratory Accreditation (A2LA) for the duration of the contract period.
 - 1.2.2 The contractor shall maintain EPA licensing for their tests for the duration of the contract period.
- 1.3 Reports Required: The contractor shall provide professional quality reports detailing the outcome of the testing conducted for the County. Reports shall be submitted to the Office of Resource Management to the attention of Lynne Hooper. Reports shall be sent via e-mail followed by the hard-copy version of the report sent via mail. Reports shall be submitted to the County within thirty (30) calendar days after receipt of the samples. All costs for reporting shall be built into testing pricing quoted in the rate sheet for Boone County Resource Management dated September 8, 2020.
 - 1.3.1 Reporting shall include the concentration of each source tested.
- 1.4 Invoicing and Payment: The contractor shall submit itemized invoices for testing performed to the Boone County Office of Resource Management at 801 E. Walnut, Columbia, Missouri, 65201. The County shall bear the costs for shipping samples to the contractor for testing.
 - 1.4.1 Pricing shall be in accordance with the rate sheet for Boone County Resource Management dated September 8, 2020. Rates shall include the following:
 - a. Archiving DNA extracts for a least three (3) months to allow for additional testing;
 - b. Detection and/or quantification of bacterial DNA biomarkers;
 - c. Licensing and royalty fees for the U.S. Environmental Protection Agency (EPA) patented test;
 - d. Validated qPCR MST tests;
 - e. Sterile sample containers, and bead tubes for filter storage;
 - f. Standard turnaround of five (5) to ten (10) business days.
- 1.5 The contractor warrants to the County that it will perform contracted services using personnel of required skill, experience and qualifications and in a professional manner in accordance with generally recognized industry standards for similar services as well as its advertised representations, and will devote adequate resources to meet its obligations under the contract.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<https://www.e-verify.gov/>

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 vendor completed when enrolling. The link for that form is:

<https://www.e-verify.gov/employers>

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

REQUIRED CLAUSES FOR FEDERAL GRANT FUNDED PURCHASES:

Federal grant funding requires that the following terms and conditions be incorporated in the contract. By signing the Purchase Agreement, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the federal grant administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the federal grant Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 any Federal 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.

a. 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 Federal 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.

2. 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 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the federal grant Administrator and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is

necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific federal government pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other federal grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

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.

Contractor Signature

Date

STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **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.
18. **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.



15280 NW 79th Court Suite 107, Miami, FL 33016 USA
 Tel: (1) 786-220-0379, Email: info@sourcemolecular.com

Published Date: September 8, 2020
Valid Through: October 31, 2021

Source Molecular Rate Sheet for Boone County Resource Management

Liz Palazzolo, LPalazzolo@boonecountymo.org

Rate per first test per sample. Assumes sampling/filtration supplies provided by Source Molecular.

Samples per Batch	Water or Soil Samples	Filter
1-3	\$535	\$455
4-19	\$460	\$395
20+	\$360	\$300
Additional Test per Sample	\$150	

So, if 5 samples are submitted as filtered water samples and 4 tests are requested per sample the total price would be \$4,225 (\$395 per first test per sample x 5 samples PLUS \$150 per additional test per sample x 3 additional tests per sample x 5 samples).

Rates include:

- Archival of DNA extracts for at least three months to allow request for additional tests,
- Detection and/or quantification of bacterial DNA biomarkers,
- Licensing and royalty fees for US EPA patented tests,
- Validated qPCR MST tests offered by Source Molecular,
- Sterile sample containers and bead tubes for filter storage,
- Standard turnaround time within 10 business days.

TEST LIMITATIONS.

The Services are comprised of screenings for detectable levels of specific DNA fragments in samples furnished by Client. Samples containing detectable levels indicate the presence of the particular bacterial/viral/parasitic strain associated with the specific DNA being tested. SMC uses screening methods and equipment that the scientific community considers to be reliable and effective. In performing Services, SMC adheres to a rigorous quality control system that includes screening for false negatives and positives. However, SMC's tests are not infallible and numerous factors beyond SMC's control may affect the accuracy of testing, including, but not limited to: (a) poor sample collection by Client; (b) improper handling and transportation of samples prior to their arrival at SMC's facility; (c) the idiosyncratic presence and absence of the bacterial/viral/parasitic strain being tested for from the gut of a particular animal; and (d) the idiosyncratic presence or absence of the particular DNA fragment being tested for from the genome of a particular bacterial/viral/parasitic colony. Due to such factors, SMC neither represents nor warrants that its tests will conclusively establish the presence or absence of bacterial/viral/parasitic contamination in a given water supply. **Client accepts the limitations discussed herein and affirms its understanding that the most reliable way to accurately test for contamination is for Client to increase its sample size and screen for a greater variety of DNA fragments.**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

October Session of the October Adjournd

Term. 2020

County of Boone

In the County Commission of said county, on the

27th

day of

October

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by LegacyPoint Church on November 1, 2020 from 8:30 am to 7:30 pm.

Done this 27th day of October 2020.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Jane M. Thompson
District II Commissioner

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Legacy Point Church

Address: PO Box 1074

City: Columbia State: MO ZIP Code 65205

Phone: 573-529-2790 Website: www.legacypointchurch.com

Individual Requesting Use: Scott Claybrook

Position in Organization: President → Lead Pastor

Address: 602 Florence Ave.

City: Columbia State: MO ZIP Code 65203

Phone: 573-808-3932 Email: scott@legacypointchurch.com

Event: Prayer & Worship Night

Description of Use (ex. Concert, speaker, 5K): prayer & worship

Date(s) of Use: Sunday, Nov. 1st

Start Time of Setup: 8:30 AM PM

Start Time of Event: 10:30 AM + 4:00 PM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 12:30 PM + 6:00 PM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 7:30 AM PM

Emergency Contact During Event: Scott Claybrook Phone: 573-808-3932

Will this event be open to the public? Yes No
If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

How many attendees (including volunteers) do you anticipate being at your event? 50

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. _____

N/A

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

N/A

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Legacy Point Church

Address: PO Box 1074

City: Columbia State: MO ZIP Code 65205

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Rebekah Younger / Office Administrator

Address: 4303 E Saint Charles Rd., Columbia, MO 65201

Phone Number: 513-289-7589 Date of Application: 10/16/2020

Email Address: office @ legacypointchurch.com

Signature: Rebekah Younger

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Brianne L. Lemen
County Clerk

Daniel K. Atwill
County Commissioner

DATE: 10.27.20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of

October

20 20

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 Designation of Delegates to MAC's Annual Conference and Designation of Delegate to MAC's Trust Business Meeting.

It is further ordered the Boone County Commissioners are hereby authorized to sign said Delegation Forms.

Done this 27th day of October 2020.

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

MISSOURI ASSOCIATION OF COUNTIES

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties
P.O. Box 234
Jefferson City, MO 65102

The Missouri Association of Counties will be conducting the election of officers during its virtual Annual Business Meeting on Monday, November 23. More Information about the virtual election will be forthcoming.

Please return the forms by November 6. If an unavoidable delay occurs, the form must be submitted by email to Grace Toeppen at gtoebben@mocounties.com with the names of the delegates by noon on November 20.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' virtual business meeting on Monday, November 23.

Delegate Tom Schauercker
Name

Delegate Brianna Sennon
Name

Delegate Dan Atwill
Name

Delegate Fred Parry
Name

Delegate Sant Thompson
Name

Assessor
Title

County Clerk
Title

Presiding Commissioner
Title

District I Commissioner
Title

District II Commissioner
Title

Please record additional delegates on a separate page.

ATTEST:

Brianna Sennon
County Clerk

[Signature]
Presiding Commissioner

[Signature]
Associate Commissioner

[Signature]
Associate Commissioner

MISSOURI ASSOCIATION OF COUNTIES
SELF-INSURANCE WORKERS' COMPENSATION AND INSURANCE TRUST
(MAC TRUST)

OFFICIAL FORM: DESIGNATION OF DELEGATE
MAC TRUST ANNUAL MEMBERSHIP MEETING

Return Form To: MAC Trust
P.O. Box 234
Jefferson City, MO 65102

Please return the form by November 6. If an unavoidable delay occurs, the form must be submitted by email to Bev Cunningham at bcunningham@mocounties.com with the name of the delegate by noon on November 20.

Article III, Section 3(a) of the Trust's Bylaws provides for one vote per member entity.

No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegate to the MAC Trust virtual business meeting on Monday, November 23.

Delegate Erin Thompson II TWO
Name Title District Commissioner

ATTEST:

Brianne L. Lemenay
County Clerk

[Signature]
Presiding Commissioner
[Signature]
Associate Commissioner
[Signature]
Associate Commissioner