

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Shallow Creek Kennels, Inc. and Boone County, Missouri for canine instructor training. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

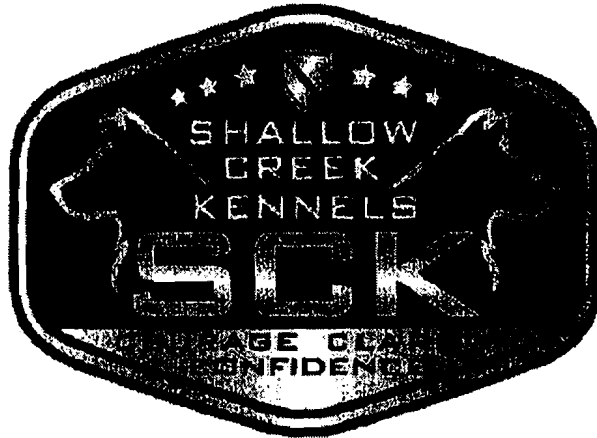
Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner



SHALLOW CREEK KENNELS, INC.

6572 SENECA ROAD

SHARPSVILLE, PA 16150

OFFICE 724-646-1895 FAX 724-646-1895

WWW.SHALLOWCREEKK9.COM

TO: CJ Dykhouse

FAX: 573-886-4413

DATE: 6/19/2012

ATTENTION: CJ Dykhouse

REGARDING: R9 Contract

NUMBER OF PAGES: 5

FOR REVIEW X

PLEASE REPLY: _____

URGENT: _____

SHALLOW CREEK KENNELS INC.
CONTRACT FOR SERVICES

And now this 19 day of June, 2012, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" of and Boone County Sheriff's Department, hereinafter referred to as "Department" and in consideration thereof agree as follows.

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than July 16th, 2012 and is estimated to conclude on or before October 5th, 2012.

These dates reflect the Trainers Course that is 17 weeks Duration

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of One (1) canines supplied by the Contractor and the training of One (1) handler chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of \$15,000.00, said to be paid as follows: \$12,000.00, at the time of the execution of the agreement and \$3,000.00, to be paid at the conclusion of the training session. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

Only to the extent authorized by Missouri law, the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusion of the training sessions. The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions. Nothing herein, however, shall constitute a waiver of sovereign immunity as determined by Missouri law.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines. The Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Department's canine or handlers.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work and narcotics detection with respect to marijuana, cocaine, heroin

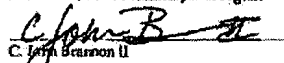
and all of their derivatives. Provided that the canine team meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine and handler.

ARTICLE VI

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except as provided otherwise herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, intending to be legally bound hereby.

PARTIES OF THE FIRST PART:
Shallow Creek Kennels, Inc. Agent


C. John Brannon II

PARTY OF THE SECOND PART:
BOONE COUNTY

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

Approved - BCSD:

Dwayne Carey, Boone County Sheriff

Approved as to legal form:

Charles J. Dykhouse, County Counselor

Auditor Certification:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

June E. Pitchford, Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Missouri Department of Transportation cooperative contract 3-110929WB – Shop Truck with Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition the surplus disposal of a 2002 F550 4WD Cab/Chassis Truck, fixed asset tag #13511 is approved by auction.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 13, 2012
RE: Cooperative Contract: 3-110929WB – Shop Truck

COPY

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-110929WB to purchase a one (1) Ton Cab/Chassis DRW 4 WD Shop Truck from Joe Machens Ford of Columbia, Missouri.

Total cost is \$56,764.00.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 92400 – Replacement Auto/Trucks. \$69,000.00 was budgeted for 2012.

Public Works is requesting to dispose of the following 2002 F550 4WD Cab/Chassis Truck with Service Body:

<u>Vin #</u>	<u>Fixed Asset Tag</u>	<u>Odometer</u>
1FDAF57F52EC96662	13511	205,130

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: May 24, 2012
To: Melinda Bobbitt
From: Greg Edington
Subject: Shop Truck: 2012 or Newer Model One(1) Ton Cab/Chassis – State Bid

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing one (1) One(1) Ton Cab/Chassis DRW 4WD Truck off of MoDot bid # **3-110929WB**, Item #16. The bid has a multiple vendor awards. Joe Machens Ford had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 36,098.00

Dealer Submitted Options:

16O Hitch	\$495.00
16R PTO provision	\$224.00
16S Running Boards	\$256.00
16T Heavier GVWR	\$1,212.00
16X Limited Slip Diff.	\$288.00
16Y Spray on lining	\$840.00
16Z Brake Controller	\$184.00

Additional Dealer Offered Options:

Option 1 Extended Cab	\$1,996.00
Option 2 Power Equipment	\$716.00

Truck portion total:	\$42,309.00
Builder Options (See attached Quote)	\$14,455.00
Total of bid base price with builder options:	\$56,764.00

Note: the difference of \$1,165.00 is to transfer a crane and an electronic lift gate (Tommy Gate) from our current shop truck.

\$69,000 has been allocated in 2040-92400 for the purchase.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/24/2012

FIXED ASSET TAG NUMBER: 13511

RECEIVED

DESCRIPTION: 2002 F550 4WD Cab/chassis Truck with Service Body

MAY 25 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Odometer: 205,130; VIN: 1FDAF57F52EC96662

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: New unit budgeted for in FY 2012.

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

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

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

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

DEPARTMENT: 2040

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 7/30/2002

RECEIPT INTO 2040-3835

ORIGINAL COST 68,616.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP 1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 309-2012

DATE APPROVED 6/26/2012

SIGNATURE 

**PURCHASE AGREEMENT
FOR
2012 Shop Truck – One (1) Ton Cab/Chassis
for Boone County Public Works**

THIS AGREEMENT dated the 26 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford Lincoln**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a 2012 17,500 GVWR Chassis-Cabs with DRW and 84" CA in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-110929WB**, Kelly Sells e-mail quote dated June 12, 2012, Knapheide Builder Option Quote dated May 15, 2012 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-110929WB and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

- | | |
|---|-------------|
| • One (1) 2012 Ford F550, 17,500 GVWR Chassis-Cabs with DRW and 84" CA, 4WD Truck | \$36,098.00 |
| • Option 16O - Hitch | \$495.00 |
| • Option 16R – PTO provision | \$224.00 |
| • Option 16S – Running Boards | \$256.00 |
| • Option 16T – Heavier GVWR | \$1,212.00 |
| • Option 16X – Limited Slip Diff. | \$288.00 |
| • Option 16Y – Spray on lining | \$840.00 |
| • Option 16Z – Brake Controller | \$184.00 |
| • Extended Cab | \$1,996.00 |
| • Power Equipment | \$716.00 |

Total for Truck portion:	\$42,309.00
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- | | |
|-----------------------------|-------------|
| • Knapheide Builder Options | \$14,455.00 |
|-----------------------------|-------------|

TOTAL	\$56,764.00
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Exterior Color: Red
Interior Color: Grey

Knaphide Builder Options above include:

• Option 16E – Service Body		\$6,300.00
• Option 16F – Drawers	\$1,770.00 x 2 each	\$3,540.00
• Option 16G – Tool Shelves	\$655.00 x 2 each	\$1,310.00
• Option 16L – Crane Mount		\$960.00
• Option 16M – Gas Drop Well		\$480.00
• Option 16P – paint (instead of yellow needs to be red)		\$700.00

Total: \$13,290.00

Note: The difference of \$1,165.00 from the quote of \$14,455.00 is the added expense to transfer a crane and a Tommy Gate electronic lift gate that is on County's current shop truck.

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 120 days after receipt of order. Vehicle is for Boone County Public Works department and should be delivered to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201. Phone: (573) 449-8515.

4. **Title** – Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

JOE MACHENS FORD LINCOLN

BOONE COUNTY, MISSOURI

by *Kelly Jells*

by: Boone County Commission
Daniel K. Atwill

title *Fleet Manager*

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Blaine
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
Signature *by cyd*

6/20/12
Date

2040-92400 - \$56,764.00

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Melinda Bobbitt - RE: Quote for Boone County for the power package and extended cab

From: "Kelly Sells" <ksells@machens.com>
To: "Melinda Bobbitt" <mbobbitt@boonecountymo.org>
Date: 6/12/2012 2:22 PM
Subject: RE: Quote for Boone County for the power package and extended cab

Melinda,

Thanks for hanging with me! See below for the costs...

Kelly,

I'm sorry I missed your call. Could you please e-mail me back the pricing for the power package and extended cab for item #16 - 17,500 GVWR Chassis-Cabs with DRW and 84" CA from MODOT cooperative contract 3-110929WB?

I see the other items on the contract:

base: \$36,098
hitch: \$495
PTO \$224
running boards \$256
heaveir GVWR \$1,212
limited slip diff. \$288
spray-on lining \$840
brake controller \$184

Please provide a quote for:

Power Package **(Power Equip Group)...\$716**
Extended Cab **...\$1,996 additional**

Call or email if you need anything else. Also FYI, Ford is experiencing a lot of F450 and F550 orders right now, they will cutoff within the next month or less possibly.

Thanks,



Kelly Sells

Joe Machens Ford Lincoln

Fleet Manager

573.445.4411 ext. 119

1.800.745.4454

ksells@machens.com

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymo.org]
Sent: Monday, June 11, 2012 3:45 PM
To: ksells@machens.com
Cc: Greg Edington
Subject: Quote for Boone County for the power package and extended cab

Kelly,

I'm sorry I missed your call. Could you please e-mail me back the pricing for the power package and extended cab for item #16 - 17,500 GVWR Chassis-Cabs with DRW and 84" CA from MODOT cooperative contract 3-110929WB?

I see the other items on the contract:

base: \$36,098
hitch: \$495
PTO \$224
running boards \$256
heaveir GVWR \$1,212
limited slip diff. \$288
spray-on lining \$840
brake controller \$184

Please provide a quote for:
Power Package
Extended Cab

Thanks,
Melinda

Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Check out our web site: www.ShowMeBoone.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Multiple Award**

VENDOR INFORMATION

Name: Putnam Chevrolet
Contact name: Derek VanLoo
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-338-1117
Email address: derekvanloo@putnamchevrolet.com

Name: Joe Machens Ford
Contact name: ~~Steve Veltrop, Jr.~~ *Kelly Sells*
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: sveltropir@machens.com

Name: West Brothers
Contact name: John Schaefferkoetter
Address Line: #3 North Service Rd.
Address Line: Sullivan, MO 63080
Telephone #: 888-468-3178
Cellular Phone #: 573-205-3925
Email address: johns@westbrothers.com

Name: Capitol City Machens Ford Lincoln
Contact name: Mike Rogers
Address Line: 807 Southwest
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #: 573-694-1823
Email address: mikerogers@mikekehoe.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: NA
Email address: lwilliams@davesinclair.com

VENDOR INFORMATION

Name: Gem City Ford Lincoln Mercury
Contact name: Danny Schwartz
Address Line: 5101 Broadway St.
Address Line: Quincy, IL 62305
Telephone #: 800-647-5475
Cellular Phone #: 217-257-9577
Email address: bpn@gemcityford.com

Name: Don Brown Chevrolet
Contact name: Dave Helterbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: NA
Email address: dave@donbrownchevrolet.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: NA
Email address: mhilker@bluespringsford.com

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Telephone #: Shawnee, KS 66203-0179
Cellular Phone #: 913-248-2287
Email address: jay.cooper@shawneemissionford.com

Name: Capitol City Chrysler
Contact name: Don Osborn
Address Line: 3201 Missouri Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: NA
Email address: dosborn@capitolcitycars.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Putnam Chevrolet	8%
Joe Machens Ford	5%
West Brothers Dodge	10%
West Brothers Chevrolet	10%
Capitol City Machens	0%
Dave Sinclair Ford	10%
Gem City Ford Lincoln Mercury	5%
Don Brown Chevrolet	5%
Blue Springs Ford	0%
Shawnee Mission Ford	10%
Capitol City Chrysler	2%



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Item Description**

DRW= Dual Rear Wheels

CA = Cab to Axle

- ITEM # 1** - New standard equipped **2012 or Newer Model 2WD Regular Cab ¾ Ton Pickup.**
- ITEM # 2** - New standard equipped **2012 or Newer Model 2WD Extended Cab ¾ Ton Pickup.**
- ITEM # 3** - New standard equipped **2012 or Newer Model 2WD Crew Cab ¾ Ton Pickup.**
- ITEM # 4** - New standard equipped **2012 or Newer Model 4WD Regular Cab ¾ Ton Pickup.**
- ITEM #5** - New standard equipped **2012 or Newer Model 4WD Extended Cab ¾ Ton Pickup.**
- ITEM # 6** - New standard equipped **2012 or Newer Model 4WD Crew Cab ¾ Ton Pickup.**
- ITEM # 7** - New standard equipped **2012 or Newer Model 2WD Regular Cab 1 Ton Pickup with Dual Rear Wheels.**
- ITEM # 8** - New standard equipped **2012 or Newer Model 4WD Regular Cab 1 Ton Pickup with Dual Rear Wheels.**
- ITEM # 9** - New standard equipped **2012 or Newer Model 1 Ton 2WD Regular Chassis-Cab with DRW and 60" CA**
- ITEM # 10** - New standard equipped **2012 or Newer Model 1 Ton 4WD Regular Chassis-Cab with DRW and 60" CA**
- ITEM # 11** - New standard equipped **2012 or Newer Model 1 Ton 2WD Regular Chassis-Cab with DRW and 84" CA**
- ITEM # 12** - New standard equipped **2012 or Newer Model 1 Ton 4WD Regular Chassis-Cab with DRW and 84" CA**
- ITEM # 13** - New standard equipped **2012 or Newer Model 15,000 LB. GVWR Chassis-Cab with DRW and 60" CA.**
- ITEM # 14** - New standard equipped **2012 or Newer Model 15000 LB. GVWR Chassis-Cab with DRW and 84" CA.**
- ITEM # 15** - New standard equipped **2012 or Newer Model 17,500 LB, GVWR Chassis-Cab with DRW and 60" CA**
- ITEM # 16** - New standard equipped **2012 or Newer Model 17,500 GVWR Chassis-Cabs with DRW and 84" CA**
- ITEM # 17** - New standard equipped **2012 or Newer 2WD Model Carryalls.**
- ITEM # 18** - New standard equipped **2012 or Newer 4WD Model Carryalls.**
- ITEM # 19** - New standard equipped **2012 or Newer Model 15 Passenger Van**

KNAPHEIDE TRUCK EQUIPMENT CENTER-JC

6803 Business 50 West
JEFFERSON CITY, MISSOURI 65109



Phone (573-893-5200) fax: 573-893-5344

DATE: 15-May-12

Prepared For:	TERMS: Net 30
BOONE COUNTY PUBLIC WORKS attn greg	CA= 84 inches Wheelbase=inches Make= Model= Year=

QTY	Stock Number	Description	Unit Price	Amount
1	6132D54J1	Knapheide Service Body w/ 48" front raise comp Electro-Coat Prime System Undercoated Painted single stage, single color, RED Stainless steel rotary latches Flush mount light kit Alum treadplate on lower front corners 16" x 16" Length: 11' Width: 94" Compartment height: 40" Right side front 46" Compartment depth: 20" Floor width: 54" Compartmentation Street side front verticals: two adjustable shelves Curb side front vertical: gas bottle holder Street side second vertical: {1} pull out shelf Curb side second verticals: one adjustable shelf Street & curb side center horizontal: {2} pull out shelves each Street side rear verticals: one adjustable shelf Curb side rear vertical: Crane reinforcement kit Alum on comp tops 1/8" treadplate on comp sides & front in cargo area Rear acces door right side Master lock {2} rolls of E-track in cargo area Rear hitch, class V {2} rear fold down steps {2} oval strobes lights at rear {2} Rear work lights Install welder in cargo area threw front right vert comp Installed w/ rear flaps Change over crane Change over liftgate, repaint frame work Total		\$14,455.00

Quoted By

Ron Lehman

Sub Total	\$	-
FET		
Sales Tax	\$	-
TOTAL	\$	-

Proposal is valid for a period of 30 days.



Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
 Multiple Award

Item #16 New standard equipped 2012 or Newer Model 17,500 LB GVWR Chassis-Cab w/ DRW and 84" CA
 See Options Tab for details

VENDOR	MODEL	GVWR	LOAD CAP	C/P	PRICE	OPTION PRICING																				BID (Days)							
						18A	18B	18C	18D	18E	18F	18G	18H	18I	18J	18K	18L	18M	18N	18O	18P	18Q	18R	18S	18T		18U	18V	18W	18X	18Y	18Z	
Joe Machens Ford	Ford F550	18000	40	13	\$32,871	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6142 6.8L 362hp	\$224	\$256	\$1212 165" WB, 84" CA 19500 GVWR	\$9,680	\$600	NA	\$288 4.10	\$840	\$184	120	
Joe Machens Ford	Ford F550	18000	40	13	\$38,098	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6142 6.8L 362hp	\$224	\$256	\$1212 165" WB, 84" CA 19500 GVWR	\$9,680	\$600	NA	\$288 4.10	\$840	\$184	120	
West Brothers Dodge	Dodge 5500	18500	52	12	\$37,070	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	-\$1,526	\$495	NA	NA	\$166	\$298	INC 168.5" WB, 60" CA, 19500 GVWR	\$9,680	\$600	NA	INC 4.44	\$840	\$186	90-120	
Capitol City Machens Ford	Ford F550	18000	40	13	\$32,944	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6141 6.8L 362hp	\$232	\$266	\$1258 165" WB, 84" CA 19500 GVWR, 4.88 limited slip	\$9,680	\$600	NA	\$299 4.10	\$600	\$191	120-140	
Dave Sinclair Ford	Ford F550	18000	40	13	\$33,020	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750 per side	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6141 6.8L 362hp	\$232	\$266	\$1212 165" WB, 84" CA 19500 GVWR, 4.88 limited slip	\$9,680	\$600	NA	\$299 4.10 or 4.30 diesel, 4.88 gas	\$840	\$191	120-140	
Gem City Ford	Ford F550	18000	40	13	\$33,743	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6200 6.8L 362hp	\$250	\$275	\$1250 165" WB, 84" CA	\$9,680	\$600	NA	\$300 4.10	\$840	\$190	120-140	
Shawnee Mission Ford	Ford F550	18000	40	13	\$33,054	\$4000 Knaphelde E1320-12	\$4800 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	NA	\$495	N/C C&C \$700 BODY	\$6000 6.8L 362hp	\$232	\$266	\$1258 165" WB, 84" CA	\$9,680	\$600	NA	\$291 4.10 diesel, 4.88 gas	\$700	\$191	90-120	
Blue Springs Ford	Ford F550	18000	40	13	\$32,864	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$6213 6.8L 362hp	NA	\$500	NA	NA	NA	NA	\$360 4.10	NA	NA	120	
Capitol City Chrysler	Dodge 5500	19500	52	12	\$38,891	\$3942 Knaphelde E1320-12 \$2700 Knaphelde PGNB-113	\$4480 Knaphelde E1327-11	\$6,800	\$890	\$6300 Knaphelde 6132D54J	\$1,770	\$655	\$750	\$4,365	\$2,100	\$925	\$960	\$480	-\$1,526	\$495	NA	NA	\$166	\$298	INC 168.5" WB, 60" CA	\$9,680	\$600	NA	INC	\$840	\$196	90-120	
Don Brown Chevrolet	NO BID																																
Putnam Chevrolet	NO BID																																
West Brothers Chevrolet	NA																																



Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Multiple Award

ITEM # 16 - New standard equipped 2012 or Newer Model 17,500 LB. GVWR Chassis-Cab with DRW and 84" CA.

All units contain the following standard options

Standard diesel Engine with the highest cooling capacity
Manufacturer's standard rear end axle ratio
Automatic transmission
Air conditioning
LH & RH manual mirrors
Tires:(4) manufacturer's standard all season, plus full size spare and wheel
Minimum GVWR 15,000 LB
Brakes 4-wheel anti-lock braking system (ABS)
Speed control and tilt wheel
Rubber flooring
Back up alarm
Vinyl seats

Optional Equipment

- Option 16A:** Mounted 12' platform body meeting Specification E1320
- Option 16B:** Mounted 11' platform dump body meeting Specification E1327
- Option 16C:** Provide live hydraulics with under hood clutch pump, tank with built in filter, 20 GPM 3 section valve assembly with power beyond, dual knob spreader valve and hoses for mounted dump body in specification E1335 or mounted platform body in specification E1327. This package shall be capable of driving the auger, spinner motor in a salt spreader, and power to raise angle plow. All hoses shall be provided from front to rear of truck.
- Option 16D:** Permanently installed bulkhead to fit truck application (minimum requirement to top of cab)
- Option 16E:** Mounted standard utility tool body
- Option 16F:** Six - 2" deep full width 250 lb. capacity, free-sliding tool drawers mounted approximately 1 1/2" from top of compartment with approximately 2 1/2" between trays in lieu of two shelves and dividers in one of the full height vertical compartment.
- Option 16G:** Two full length 250 lb. capacity free-sliding tool trays with metal dividers with slots on 4" centers with first tray mounted 5 1/4" from bottom of compartment with approximately 1 1/2" between trays with second tray mounted above first in lieu of shelf and dividers in one of the horizontal compartments.
- Option 16H:** Flip top for Utility Body: Top of compartment opens for storage. Can be either side or both sides. Telescopic roof and crane mounting kit will impact flip top application. Latch is located in center horizontal compartment
- Option 16I:** Minimum 25" high panel extension cover with minimum 42" locking rear doors which will provide a minimum 48" interior height for storage and work area
- Option 16J:** Body to have 3 sections, tempered steel telescopic sliding roof and two piece, rigid aluminum, end gate cover to protect cargo area from weather and theft. A mechanical type seal will be placed on the telescopic sliding roof and end gate cover
- Option 16K:** Raise telescopic roof to get 36" clearance for the above option
- Option 16L:** Crane mount reinforced rigidly while maintaining full compartment space on top rear corner of body either left or right for a 3500 lbs. capacity crane (with no mounting holes or bolt holes, we will drill to suit ourselves)
- Option 16M:** One - double bottle gas drop well with minimum 55" clearance height (for large bottle use) and retainers in lieu of the interior 48" full height vertical compartment
- Option 16N:** Heavy-duty 5 or 6 speed manual transmission in lieu of automatic transmission
- Option 16O:** Heavy-duty, Class V (2 1/2" square tube) receiver trailer hitch. Includes an adapter to reduce to 2" (Class III/IV) and a seven-wire RV style trailer plug
- Option 16P:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 16Q:** Standard gasoline engine with the highest cooling capacity in lieu of diesel engine
- Option 16R:** Automatic transmission power take-off provision
- Option 16S:** 2 Full length cab steps or running boards. (one on drivers side, one on passenger side)
- Option 16T:** 19,000 GVWR package in lieu of 17,500
- Option 16U:** Hydraulic system to run body, plow and spreader, shall be all electric power line control design. In cab control modules to plug into cigar lighter for power, no wiring shall connect the in cab modules to the hydraulic valve assembly, which will be in an enclosure. The only common wiring shall be power and ground
- Option 16V:** Provide hydraulics and controls for dump hoist only
- Option 16W:** Optional rear axle ratio
- Option 16X:** Limited slip rear axle ratio
- Option 16Y:** Commercial grade spray on bed lining to be applied in the cargo area of the utility body, to include floor, sides, tailgate, front and horizontal surface of bumper
- Option 16Z:** Electric trailer brake controller

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer light duty vehicles listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the light duty vehicle meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES X NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location Joe Machens Ford

Indicate the deadline date that orders will be accepted. The order cut off date is not established at this time.

COMPANY NAME Joe Machens Ford

ADDRESS 1911 West Wacker Columbia MO 65203

E-MAIL sveltrepjr@machens.com

PHONE NUMBER 573-445-4411 ext 119

SIGNATURE [Signature] Stephen Veltrep Jr

TITLE Fleet Manager

DATE 10-13-11

EPLS

Excluded Parties List System



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Joe Machens Ford
State : MISSOURI

As of 13-Jun-2012 10:10 AM EDT

Save to MyEPLS

Your search returned no results.

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

Resources

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

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 27-09MAY12 – Magnesium Chloride Application Term and Supply to Scotwood Industries. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: May 21, 2012
RE: 27-09MAY12 – Magnesium Chloride Application Term and Supply

The bid for Magnesium Chloride Application Term and Supply closed on May 09, 2012. One bid was received. Purchasing and the Public Works Department recommend award to Scotwood Industries for offering the best and lowest bid to Boone County.

This is a term and supply contract and invoices will be paid from department 2040 – PW Maintenance Operations, account 26300 – Material and Chemical Supply. The budgeted amount for these services is \$112,000.00 for 2012. \$110,043.00 is left in the account.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Chet Dunn
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



613 E. Ash St. Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Chet Dunn
Roads Maintenance Superintendent

FROM: Tyson Boldan,
Buyer

DATE: May 15, 2012

RE: Bid Award Recommendation – 27-09MAY12 – Magnesium Chloride
Application Term and Supply

Attached is the bid tabulation for the bid response received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 26300

Budgeted: \$ 112,000

Award bid by low bid to SWI Scotwood Industries Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____

Date: 5/16/12

**27-09MAY12 -
Magnesium Chloride
(MgCL2) Application -
Term & Supply**

BID TABULATION		SWI Scotwood Industries Inc.
4.8.	DESCRIPTION	UNIT PRICE
4.8.1.	One Gallon Of MgCl ₂ Applied To County Roadway	\$.920/gal
4.8.2.	Mobilization (Per requested project. Projects may include more than one road)	\$1.62/gal
4.10.1.	Maximum Percentage Increase for 1st Renewal	4.00%
4.10.2.	Maximum Percentage Increase for 2nd Renewal	4.00%
4.11.1.	COOP? (Yes or No)	Yes

**PURCHASE AGREEMENT
FOR
MAGNESIUM CHLORIDE APPLICATION TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scotwood Industries Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Magnesium Chloride Application Term and Supply**, bid number **27-09MAY12**, any applicable addenda, and the Contractor's bid response dated **May 7, 2012** and executed by **Michelle Nations** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be beginning on the date of award and continuing through **July 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

The price for orders equal to or over 4300 gallons will be \$00.92 per gallon applied.
The price for orders between 1000 and 4299 gallons will be \$1.62 per gallon applied.

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Public Works Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

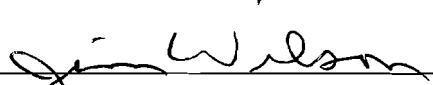
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

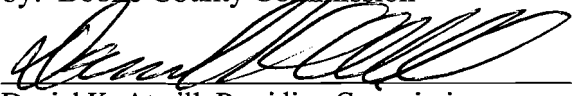
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SCOTWOOD INDUSTRIES, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

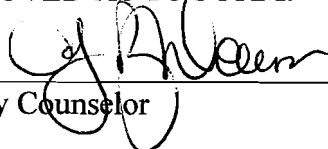
by 
title VICE PRESIDENT


Daniel K. Atwill, Presiding Commissioner

address 12980 METCALF AVE., STE 240
OVERLAND PARK, KS 66213

APPROVED AS TO FORM:

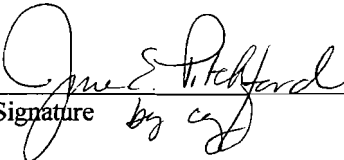
ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature *by*

6/19/12
Date

2040/26300 Term/Supply
No Encumbrance Required
Appropriation Account

4. Response Form

- 4.1. Company Name:
Scotwood Industries, Inc.
- 4.2. Address:
12980 Metclaf Ave. Ste 240
- 4.3. City/Zip:
Overland Park, KS 66213
- 4.4. Phone Number:
800-844-2022
- 4.5. Fax Number:
913-851-3553
- 4.6. E-Mail Address:
biddesk@scotwoodindustries.com
- 4.7. Federal Tax ID:
48-0902272
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

PRICING

4.8. DESCRIPTION	UNIT PRICE
4.8.1. One Gallon Of $CaCl_2$ Applied To County Roadway	\$ 0.920/gal.*
4.8.2. Mobilization (Per requested project. Projects may include more than one road)	\$ 1.620/gal.**

4.9. SERVICE CONTACT

Name: Michelle Nations / Tammy Cropper

Telephone Number: 800-844-2022

* 4300 gallon minimum

** 1000 gallon minimum mobilization

Tyson Boldan - Magnesium Chloride Application Term & Supply Bid

From: Bid Desk <biddesk@scotwoodindustries.com>
To: "tboldan@boonecountymo.org" <tboldan@boonecountymo.org>
Date: 5/17/2012 2:25 PM
Subject: Magnesium Chloride Application Term & Supply Bid

Tyson,

Per our conversation today the following better explains our pricing.

Our delivered and applied price for Magnesium Chloride is \$0.92/gallon for a minimum truckload quantity of 4300 gallons.

Our delivered and applied price for Magnesium Chloride is \$1.62/gallon for a minimum truckload quantity of 1000 gallon.

Please let me know if you need anything further.

Thank you,
Michelle Nations

Bid Desk
Scotwood Industries

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. 4 % 1st Renewal

4.10.2. 4 % 2nd Renewal

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

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

 x Yes No

4.11.2.

Today's Date: 5/7/2012

4.11.3. Authorized Representative (Sign By Hand):

4.12.  Type or Print Signed Name:

 Jim Wilson

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

County of Johnson)
State of Kansas)ss
)

My name is Jim Wilson. I am an authorized agent of Scotwood Industries(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

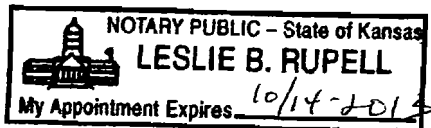
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Jim Wilson 5-7-12
Affiant Date

Jim Wilson
Printed Name

Subscribed and sworn to before me this 7 day of May, 2012.

Leslie B. Rupell
Notary Public



(Please complete and return with Contract)

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

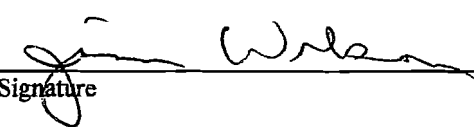
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jim Wilson, Vice President

Name and Title of Authorized Representative



Signature

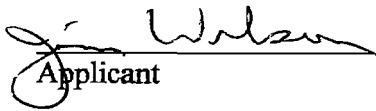
May 7, 2012

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

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


Applicant

5/7/2012
Date

Jim Wilson
Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone County, MO
Address: 601 E. Walnut, Columbus, MO 65201

Contact Name: Tyson Bolden
Telephone Number: 573-886-4392

Date of Contract: July 1, 2011
Length of Contract: 12 months

Description of Prior Services (include dates):

Provide dust control services throughout dusty season.

2. Prior Services Performed for:

Company Name: Cass County, MO
Address: 30508 S. West Outer Road, Harrisonville, MO 64701

Contact Name: Chuck McCullough
Telephone Number: 816-830-8362



Date of Contract: Open 2012
Length of Contract: Throughout dusty season

Description of Prior Services (include dates):

Provide dust control services throughout dusty season.

3. Prior Services Performed for:

Company Name: Miami County, KS
Address: 201 S. Perl Ste 200, Paola, KS 66071

Contact Name: J.R. McMahon
Telephone Number: 913-294-4377

Date of Contract: Open 2012
Length of Contract: Throughout dusty season

Description of Prior Services (include dates):

Provide dust control services throughout dusty season.

Application for Boone County Right of Way Work Permits

Permit for Excavation in Boone County Public Right of Way

INDIVIDUAL PERMIT

SPECIAL PERMIT

Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201
573-449-8515 / 573-875-1602 Fax

Name of Applicant: SCOTWOOD INDUSTRIES, INC. Date 4/4/12
Address: 12980 METCALF AVE., SUITE 240
OVERLAND PARK, KS 66213
Telephone: 913-851-3500 Fax: 913-851-3553 800-844-2022
Signature of Applicant: *Darren Kimbrell*

Requests permission to perform the following described work / activities with Boone County Right of Way:

Open Cut Roadway Bore Roadway Excavation Trench Other

Describe: TO PROVIDE COUNTY RESIDENTS WITH DUST CONTROL

Address of Work: VARIOUS ROADS Sketch Area: ** WILL PROVIDE TO COUNTY PRIOR TO APPLICATION

Subdivision Name: _____

Type of Road: Curb & Gutter
 Asphalt
 Concrete
 Chip & Seal
 Gravel

"No Refunds"

A \$150.00 Deposit is required for all Individual Permits before Application will be processed.

In the event injury or damage to persons or private property should occur as a result of the above work by permittee, its agents, employees, or contractors, and as a condition to issuance of this permit, the applicant agrees to and shall be responsible for all such injury or damage as opposed to Boone County, and agrees to save and hold Boone County, its officers, employees, agents, and contractors, harmless from any loss of any character whatsoever that may arise from any of the work performed under this permit, or anything done in or associated within the working vicinity of the construction area. The permittee agrees that work performed under authority of this permit is shall comply with all regulations and policies adopted by Boone County concerning use of and work within county maintained road right of ways. The permittee further agrees that driveways and/or property entrances disturbed as a result of the above work authorized under this permit shall be restored to a usable condition by the end of each work day prior to final completion of the work and disturbed areas shall be restored to a condition similar to or better than that in existence prior to the beginning of the work. All Traffic Control must meet MUTCD.

Approved, Permit # Issued 12-052 This Permit will expire: _____

Conditions of Permit: Above construction shall be performed in accordance with Boone County Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, effective date, May 13, 2004.

Contact Darren Kimbrell to coordinate activity.

Special Conditions: See Attached letter

Denied - _____

Keith Austin
Authorized Representative

4/4/12
Date



CERTIFICATE OF LIABILITY INSURANCE

7/1/2012

DATE (MM/DD/YYYY)
5/4/2012

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	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zurich American Insurance Company	
		INSURER B : American Guarantee and Liab. Ins. Co.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED	SCOTWOOD INDUSTRIES, INC. 12980 METCALF AVENUE SUITE 240 OVERLAND PARK KS 66213	NAIC #	
1024304		16535	
		26247	

COVERAGES SC01N02 MB CERTIFICATE NUMBER: 11794803 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	CPO6548282-02	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	CPO6548282-02	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	UMB596605604	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5965954 STATES COVERED IL, KS, TX, NJ, MO	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

11794803

BOONE COUNTY, MO
613 E. ASH STREET RM 109
COLUMBIA MO 65201

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



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

Request for Bid (RFB)

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **27-09MAY12**
Commodity Title: **Magnesium Chloride (MgCl₂) Application Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day/Date: **WEDNESDAY – May 09, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201**

Bid Opening

Day/Date: **WEDNESDAY – May 09, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Purchasing Department
613 E. Ash Street, Room 110
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Work Authorization Certification**
 - Debarment Form**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Attachment A**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entities' contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision necessary to apply a Magnesium Chloride solution to various County gravel roadways located in Boone County, Missouri.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through July 01, 2012 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **GENERAL CONDITIONS**
 - 2.5.1. **Magnesium Chloride Solution:** A 30-31% liquid solution meeting or exceeding the following specifications:
 - 2.5.1.1. **Physical Properties:** Appearance: Amber to dark brown liquid solution. Odor: None, Specific Gravity: 1.31 ± 0.02 at 20° C. Density: 10.70 – 11.10 lb./gal.
 - 2.5.1.2. **Chemical Properties:** Chemical: $MgCl_2$. Magnesium (Mg): 6.8 – 9.2%. Chloride (Cl): 23.2 – 25.8%. Sulfate (SO_4): 1.0 – 4.0% (2.5% Typical). Potassium (K): 0.1 – 0.5% (0.3% Typical). Calcium (Ca): 0.00%. pH (5% Soln/water): 7.0 – 9.0.
 - 2.5.1.3. **Other Properties:** Product is to be in liquid solution not requiring any mixing, blending, diluting, or dissolving.
 - 2.5.2. **Application:** Vendor is to provide application of $MgCl_2$ dust control/stabilization agent to gravel roadway. The County is **NOT** responsible for applying liquid $MgCl_2$ agent.
 - 2.5.2.1. **Application Equipment:** Vendor application equipment shall be a pressurized spray unit specifically designed for road treatment and application of liquid $MgCl_2$ dust control/stabilization agent. Application equipment shall be capable of spraying up to 24 ft. wide in one pass. Equipment shall be calibrated and application rate shall be ground speed controlled to ensure a constant and consistent rate of application of $MgCl_2$. Application equipment shall be capable of applying 0.15 – 0.35 gal./yd² per single 24 ft. wide pass.
 - 2.5.3. **Response time for Delivery:** The County will contact the vendor at least one week prior to requiring service. A representative will give the vendor information on roadway width and lengths at each request. The County will also provide maps (if needed) to the area needing application.
 - 2.5.4. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
 - 2.5.5. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work’s Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm’s bid.
 - 2.5.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be

construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.

- 2.5.7. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided similar services within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Attachment A – Prior Experience* may be used to list references.
- 2.5.8. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.5.9. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder shall in no way relieve the Bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.5.10. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Date(s) work performed.
 2. Quantity of material applied and where it was applied. (per roadway)
 3. Amount for services and materials.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.5.10.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.5.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.6. **CONTRACTOR RESPONSIBILITY/SERVICE REQUIREMENTS:**
- 2.6.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.6.1.1. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.6.2. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.6.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication,

construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

- 2.7. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.7.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.7.2. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.7.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work
- 2.7.5. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and

against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.7.7. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.7.8. **LIEN WAIVERS** – Prior to the release of Contract amount, the Contractor shall file with the County the following:

1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.

2.8. **SPECIAL CONDITIONS AND REQUIREMENTS**

2.8.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or e-mail: tboldan@boonecountymmo.org.

2.8.2. **County Authorized Representative** – Boone County Public Works Department, Chet Dunn, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201.

2.8.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.8.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.8.4. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or

unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

PRICING

4.8. DESCRIPTION

UNIT PRICE

4.8.1. One Gallon Of $CaCl_2$ Applied To County Roadway

\$

4.9. SERVICE CONTACT

Name: _____

Telephone Number: _____

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. _____ % 1st Renewal

4.10.2. _____ % 2nd Renewal

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

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

4.11.2. Today's Date: _____

4.11.3. Authorized Representative (Sign By Hand):

4.12. Type or Print Signed Name: _____

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

County of _____)
)ss
State of _____)

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

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

_____ Date
Affiant

Printed Name

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

Notary Public

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

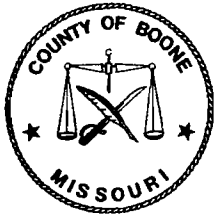
3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

613 E. Ash,, Room 109

Columbia, MO 65201

Tyson Boldan, Buyer

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

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

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



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

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 27-09MAY12 - Magnesium Chloride Application Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Boone County Purchasing

Melinda Bobbitt, CPPB

601 E. Walnut, Room 208

Director

Phone:(573) 886-4391



Columbia, MO 65201

Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

Additional information may be obtained from:

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

Company ID Number: 239265

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 **Scotwood Industries, 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: 239265

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Scotwood Industries, Inc.

Company Facility Address: 12980 Metcalf Ave.

Ste. 240

Overland Park, KS 66213

Company Alternate
Address:

County or Parish: JOHNSON

Employer Identification

Number: 480902272

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- KANSAS 1 site(s)



Company ID Number: 239265

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

Name:	Megan O Eils	Fax Number:	(913) 851 - 3553
Telephone Number:	(800) 844 - 2022 ext. 269		
E-mail Address:	meils@scotwoodindustries.com		

MICHELLE NATIONS

mnations@scotwoodindustries.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 26-09MAY12 – Building Construction and Renovation Term and Supply to McAfee Construction Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

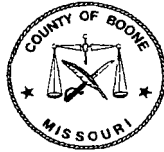
Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan, Buyer
DATE: June 18, 2012
RE: 26-09MAY12 – Building Construction and Renovation Term and Supply

The Bid for Building Construction and Renovation Term and Supply closed on May 09, 2012. Three bids were received. Purchasing and Facilities Maintenance recommend primary award to McAfee Construction, Inc. Grove Construction was low on the items they bid but did not bid on all items and did not meet insurance specifications. Grove is unwilling to increase insurance because in their opinion the insurance cost will outweigh the income from the contract. The third bidder was Schneider Electric who bid only on the electrician portion of the bid. Boone County already has an emergency contract for electrician work with Schneider that has better pricing than that offered in their construction bid response.

This will be a term and supply contract and will be paid from department 6100 – Facilities and Grounds Maintenance, account 60100 – Building Repairs and Maintenance. \$18,000.00 is budgeted for this service in 2012. \$20,446.01 is left in the account.

Attached is the Bid Tabulation for your review.

cc: Contract File

Boone County Purchasing

Tyson Boldan,
Buyer



613 E. Ash St. Rm. 109
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Bob Davidson
Facilities Maintenance Manager

FROM: Tyson Boldan,
Buyer

DATE: May 14, 2012

RE: Bid Award Recommendation -26-09MAY12 - Construction Term & Supply

Attached is the bid tabulation for the three bid responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 6100

Account Number: 60100

Budgeted: \$ 18,000.00

Award both McAfee Construction and Grove Construction Inc.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 5-14-12

**26-09MAY12 - Building
Construction and Renovation -
Term and Supply**

BID TABULATION		Schneider Electric Co., INC.	McAFEE Construction, INC.	Grove Construction
4.7.1.	DESCRIPTION	Percent Markup	Percent Markup	Percent Markup
	Material (Total Cost plus %) \$0-\$749	15%	10%	10%
	Material (Total Cost plus %) \$750-\$4,499	15%	10%	7%
	Material (Total Cost plus %) \$4,500 and up	15%	10%	6%
	Rental Equipment (Cost plus %)	10%	10%	9%
4.7.2.	% Overhead and Profit Markup based on total contract sum (materials & labor)	15%	10%	12%
4.7.3.	TRADE			
	Wage Rate - Total Fringe Benefits (Complete only if your firm is paying over Prevailing Wage)			
	Asbestos Worker		\$79.32	
	Boilermaker		\$90.02	
	Bricklayers – Stone Mason		\$68.05	\$57.53
	Carpenter		\$60.70	\$51.49
	Cement Mason		\$57.41	\$50.88
	Electrician (Inside Wireman)	\$68.00	\$73.66	
	Communication Technician		\$73.66	
	Elevator Constructor		\$99.92	
	Operating Engineer			
	Group I		\$75.58	\$102.24
	Group II		\$75.58	\$102.24
	Group III		\$73.58	\$60.99
	Group III-A		\$75.58	\$62.24
	Group IV		\$72.02	\$60.01
	Group V		\$76.71	\$62.94
	Pipe Fitter		\$91.89	
	Glazier		\$67.10	\$60.57
	Laborer (Building)			
	General		\$50.08	\$46.30
	First Semi-Skilled		\$53.28	\$48.30
	Second Semi-Skilled		\$51.58	\$47.29
	Lather		\$60.70	\$51.49
	Linoleum Layer & Cutter		\$60.70	
	Marble Mason		\$53.28	
	Millwright		\$59.90	
	Iron Worker		\$75.76	
	Painter		\$50.75	\$46.72
	Plasterer		\$58.26	\$51.41
	Plumber		\$91.89	
	Pile Driver		\$59.76	
	Roofer		\$65.66	\$56.04
	Sheet Metal Worker		\$68.96	
	Sprinkler Fitter		\$76.54	
	Terrazzo Worker		\$83.60	
	Tile Setter		\$53.28	
	Truck Driver - Teamster			
	Group I		\$54.08	\$48.80
	Group II		\$55.12	\$49.45
	Group III		\$54.32	\$48.95
	Group IV		\$55.12	\$49.45
	Traffic Control Service Driver		\$56.76	\$50.46
	Welders – Acetylene & Electric		PVW + \$5.00/hr	
4.12.	COOP? (Yes or No)		Yes	Yes

**PURCHASE AGREEMENT
FOR
BUILDING CONSTRUCTION AND RENOVATION TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of June 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McAfee Construction, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Building Construction and Renovation Term and Supply**, bid number **26-09MAY12**, any applicable addenda, and the Contractor's bid response dated **May 09, 2012** and executed by **John D. McAfee** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall be beginning on **July 01, 2012** and continuing through **June 30, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

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

4. **Response Time** - Contractor agrees to respond to any project or work notification by County within 24 hours.

5. **Billing and Payment** - All billing shall be invoiced to the **Boone County Facilities Maintenance Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. All statements must have hourly project breakdowns by worker type. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

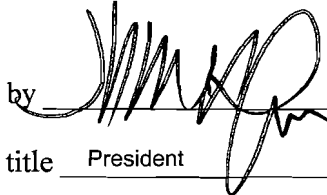
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

MCAFFEE CONSTRUCTION INC.

by 
title President

address 4671 E Heller Rd

Columbia MO 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

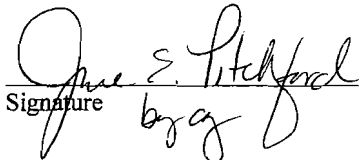

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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


Signature

4/19/12
Date

100/60100 Term/Supply

No Encumbrance Required
Appropriation Account

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

- 4.1. Company Name: McAfee Construction, Inc.
- 4.2. Address: 4671 E Heller Rd
- 4.3. City/Zip: Columbia MO 65202
- 4.4. Phone Number: 573-474-4397
- 4.5. Fax Number: 573-474-0160
- 4.6. Federal Tax ID: 43-1511867

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

4.7. New Building Construction and Renovation Work: We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the material price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto. Labor will be provided at current Boone County prevailing wage order rate at time of work estimate or as bid within.

4.7.1. DESCRIPTION	Percent Markup
Material (Total Cost plus %) \$0-\$749	<u>10 %</u>
Material (Total Cost plus %) \$750-\$4,499	<u>10 %</u>
Material (Total Cost plus %) \$4,500 and up	<u>10 %</u>
Rental Equipment (Cost plus %)	<u>10 %</u>

4.7.2. % Overhead and Profit Markup based on total contract sum (materials & labor) 10 %

4.7.3. TRADE **Wage Rate – Total Fringe Benefits (Complete only if your firm is paying over Prevailing Wage)**

Asbestos Worker	\$ <u>79.32</u>
Boilermaker	\$ <u>90.02</u>
Bricklayers – Stone Mason	\$ <u>68.05</u>
Carpenter	\$ <u>60.70</u>
Cement Mason	\$ <u>57.41</u>
Electrician (Inside Wireman)	\$ <u>73.66</u>
Communication Technician	\$ <u>73.66</u>
Elevator Constructor	\$ <u>99.92</u>
Operating Engineer	\$ _____
Group I	\$ <u>75.58</u>
Group II	\$ <u>75.58</u>
Group III	\$ <u>73.58</u>
Group III-A	\$ <u>75.58</u>

Note: Eight (8) hours shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute the work week.

Time over 8 hours in a day, 40 hours per week or on Saturday shall be paid and time and one-half (1-1/2) the regular hourly wage listed.

Holidays and Sundays shall be paid at double the regular hourly wage listed.

Group IV	\$	<u>72.02</u>
Group V	\$	<u>76.71</u>
Pipe Fitter	\$	<u>91.89</u>
Glazier	\$	<u>67.10</u>
Laborer (Building)	\$	<u> </u>
General	\$	<u>50.08</u>
First Semi-Skilled	\$	<u>53.28</u>
Second Semi-Skilled	\$	<u>51.68</u>
Lather	\$	<u>60.70</u>
Linoleum Layer & Cutter	\$	<u>60.70</u>
Marble Mason	\$	<u>53.28</u>
Millwright	\$	<u>59.90</u>
Iron Worker	\$	<u>75.76</u>
Painter	\$	<u>50.75</u>
Plasterer	\$	<u>58.26</u>
Plumber	\$	<u>91.89</u>
Pile Driver	\$	<u>59.76</u>
Roofer	\$	<u>65.66</u>
Sheet Metal Worker	\$	<u>68.96</u>
Sprinkler Fitter	\$	<u>76.54</u>
Terrazzo Worker	\$	<u>83.60</u>
Tile Setter	\$	<u>53.28</u>
Truck Driver - Teamster	\$	<u> </u>
Group I	\$	<u>54.08</u>
Group II	\$	<u>55.12</u>
Group III	\$	<u>54.32</u>
Group IV	\$	<u>55.12</u>
Traffic Control Service Driver	\$	<u>56.74</u>
Welders – Acetylene & Electric	\$	<u>*</u>

* Welders receive rate prescribed for the trade performing operation plus \$5.00 per hour

4.8. **Emergency Twenty-Four Hour Service Contact:**

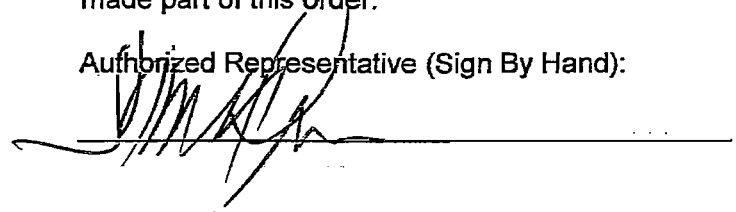
4.8.1. Name: Gayle Morris
 Telephone Number: 573-256-9615

4.9. **Call Response Time: within 24 hours after notification by County.**

4.10. **Holidays:** Contractor shall list the holidays observed by their company: New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, Christmas

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

Authorized Representative (Sign By Hand):



Type or Print Signed Name:
John D McAfee, President

Today's Date:
5/9/12

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: McAfee Construction, Inc.
2. Business Address: 4671 E Heller Rd, Columbia MO 65202
3. When Organized: 1989
4. When Incorporated: April 17, 1989
If not incorporated, state type of business and provide your federal tax identification number:
5.
6. Number of years engaged in contracting business under present firm name:
23 years
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 80%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract?
11. List of contracts completed within the last four years, including value of each: See Attached
12. List of projects currently in progress: See Attached

* Attach additional sheets as necessary *



Request for Bid (RFB)

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

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **26-09MAY12**
Commodity Title: **Building Construction and Renovation - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY – May 9, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109
Columbia, MO 65201
Directions: The Annex Building is located on the Southeast corner at 7th and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **WEDNESDAY – May 9, 2012**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 109

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Exhibit A - Prior Experience
Statement of Bidder's Qualifications
Standard Terms and Conditions
"No Bid" Response Form
Annual Wage Order #18

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Bidders, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

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

2. Primary Specifications

2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Building Construction and Renovation Services** to various properties of Boone County – Missouri.

2.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 01, 2012 through June 30, 2013, and may be automatically renewed for an additional four (4), one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.

2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period expiration if it is deemed to be in the best interest of Boone County.

2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.

2.2.3. **Locations** - All services will be provided to any Boone County owned or leased facility.

2.3. General Conditions

2.3.1. This contract shall be for building construction and renovation services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an “as required” basis. This is an annual contract for labor and material and is intended to be used by the County for building construction or renovation to be performed on accelerated schedule when conventional bidding practices are impracticable.

2.3.2. **Post Award Procedures:** Prior to the commencement of work on any major non-emergency work (\$4,500 or more), the County's Facilities Maintenance Manager will request the contractor to prepare a written "Not to Exceed Estimate" containing the following:

- a. Description of the work to be performed.
- b. Estimated number of labor hours and types of labor by trade.
- c. Material cost estimate/Labor Cost estimate.
- d. Total cost of estimate.
- e. Number of calendar days required to complete the work after County's authorization.

It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the estimate. The completed estimate shall be signed and dated by the contractor and returned to the Facilities Maintenance Manager for review within five (5) working days after the date of request for estimate for non-emergency work. The County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate, or to purchase the services from the secondary contractor, if the start and/or completion time does not meet the County's needs or an agreeable price cannot be reached.

The County will periodically spot check estimates to determine if the contractor has provided the lowest reasonable price for the requested services. If the contractor submits more than three estimates in one calendar year that exceed a reasonable, fair price by 15%, this shall be cause for termination of the contract.

2.3.3. **Commencement of Work:** The contractor(s) shall commence on-site work no later than ten (10) working days after the date of County authorization of the work. Prior to the start of work, the County and Contractor shall mutually agree upon a completion date. Emergency work, if specified in the authorization, shall commence within 24 hours after County authorization. Verbal authorization by the Purchasing Director is sufficient for assignment of emergency work. Repeated failure to meet estimated start and/or completion dates shall result in termination of the contract by the County.

2.3.4. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.

- 2.3.5. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.3.6. **Estimated Usage:** Based on past usage, the estimated total expenditures against this contract are expected not to exceed \$10,000 annually. The expenditures specified are estimated only. They do not indicate the actual expenditures since volume will depend upon requirements which develop during the contract period. Expenditures shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders place by the County.
- 2.3.7. **Procedures:** The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Facilities Maintenance Manager or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by others than the Facilities Maintenance Manager or his authorized representative(s) acting within his authorit for the County. Any change to the contract must be approved in writing by the Purchasing Director and the Contractor.
- 2.3.8. **Contractor Qualifications and Experience:** The Contractor(s) to whom the building construction and renovation services contract(s) are awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A – Prior Experience* may be used for this purpose.
 - 2.3.8.1. Contractor shall comply with all trade licensure requirements where applicable.
 - 2.3.8.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.3.8.3. The Contractor will be responsible for obtaining any and all required permits. The County shall waive any fees involved in securing County permits.
 - 2.3.8.4. Attached Statement of Qualifications shall be completed and submitted with bid response.
- 2.3.9. **Invoices:** The County's contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Name of the County location where work was performed.
2. Date(s) work performed.
3. Itemized list of material, if any.
4. Itemized cost of material, if any.
5. Labor cost per hour.
6. Hours for each trade with % overhead & profit
7. Weekly time sheets shall be submitted with invoice.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.3.9.1. Invoices/Monthly Statement should be submitted to Boone County Facilities Maintenance for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The billing address is Boone County Facilities Maintenance, 613 East Ash, Room 105, Columbia, MO 65201.
- 2.4. **General Description of Services:** The Contractor shall use its employees to perform commercial and residential carpentry or other trade workers; or if its employees are not available or qualified to perform work, then the Contractor may subcontract such work. The Contractor shall be responsible for performance of all work included in its estimate, including, as applicable, electrical, plumbing, HVAC, floor covering installation, masonry, painting, and other work as needed to complete the project as specified in its estimate. Should the need arise, the Contractor shall make sufficient work forces and resources available to be able to work multiple jobs at the same time. The job foreman or lead must be fluent in English and be present on the job site during all work.

- 2.4.1. **Typical Tasks:** The Contractor shall be able to complete all building and renovation tasks normally encountered in commercial and residential construction and renovation work. These tasks include, but are not limited to: demolition, general carpentry, electrical; plumbing; HVAC; door and window replacement, including replacement of all associated hardware; installation of bearing and nonbearing wall partitions; installation of suspended grid ceilings; installation of drywall; installation of trim; stair installation; shingle roof replacement; installation of decks; installation of insulation; and fabrication, and installation of millwork and any other trade work which may be applicable under the circumstances.
- 2.5. **Pricing:**
- 2.5.1. **Materials:** The County reserves the right to specify precisely the types of materials to be utilized and/or to provide materials. Substitution shall have approval of the Facilities Maintenance Manager or his designee. The County will pay the Contractor's actual cost for materials plus mark-up to cover the cost of estimating, ordering and inspection and delivery. The Contractor(s) shall provide material invoice before payment will be issued. The County will pay no more than a 10% mark-up on materials. The County shall require a list of ordered and delivered materials in each instance where Contractor is providing materials to the jobsite. The County reserves the right to audit the Contractors materials invoices on an as-needed basis as determined by the Facilities Maintenance Manager. Material percent markup shall be bid on the Response Page.
- 2.5.2. **Labor Rates:** Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract, including overtime and holiday pay, when applicable. The Contractor's bond, when applicable, shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract. Rates for new construction work shall be based on current Prevailing Wage at time of quote issued by the Facilities Maintenance Department. The current Prevailing Wage order is number 18. Successful Contractor must contact the Purchasing office at time of providing an estimate for work required under this contract to obtain the current prevailing wage order and agrees to abide by that prevailing wage order and reference that wage order in their quote/estimate. If paying more than prevailing wage rate, Bidder shall complete "Wage if over Prevailing Wage" column on Response Page.
- 2.5.3. **Percent Overhead and Profit:** Contractor shall bid percent overhead and profit markup on the Response Page.
- 2.6. **Contractor Responsibility / Service Requirements:**
- 2.6.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.6.1.1. All County calls for service must be returned within twenty-four (24) hours of initial telephone call. Repeated failure to respond shall result in termination of the contract.
- 2.6.1.2. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.6.2. **Emergency Work:** The Contractor may be required to perform emergency work at times other than normal working hours. The County has the option of declaring any needed work to be an emergency. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide prevailing wage rates for emergency service outside normal business hours to include all workmen and emergency work. Once the Contractor has been notified that the County has an emergency, work shall commence 24 hours of authorization and the work shall proceed diligently until all work is completed.
- 2.6.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.6.4. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the

Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.

- 2.6.5. **Delays:** If a delay is foreseen, Contractor shall give ten (10) days prior written notice to the Facilities Maintenance Manager. County has the right to extend completion date if reasons appear, in the sole discretion of the County to be valid. Contractor must keep the County advised at all times of status of the work. Default in promised completion (without accepted reasons) or failure to meet completion dates or milestones, authorizes the Purchasing Department in its discretion to terminate work upon notice to the Contractor procure services elsewhere.
- 2.6.6. **Material Safety Data Sheets:** The County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received.
- 2.6.7. **Safety:** All contractors and subcontractors performing services for Boone County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- 2.6.8. **Final Inspection and Approval:** At the completion of the contract work, a representative of the County shall accompany the Contractor on an inspection of the work. All defects found in the work must be corrected by the Contractor, before final payment will be authorized.
- 2.6.8.1. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.6.9. **Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. Contractor(s) shall warrant work for one (1) year for all materials, parts and workmanship under normal usage conditions. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the Contractor.
- 2.6.10. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.6.10.1. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.6.10.2. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.6.11. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff when necessary at the judgment of the Facilities Maintenance Manager.
- 2.6.12. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.6.13. **Lien Waivers:** The Contractor shall provide lien waivers for themselves and sub-contractors for work performed and materials provided.
- 2.7. **Contractor's Insurance:**
- 2.7.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on

their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.7.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected
- 2.7.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.7.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by

contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.9. **Bonds:** In the event an estimated job amount exceeds \$25,000, the bidders shall be required to furnish the following bonds:

2.9.1. **BID BONDS:** Bid bonds are not required.

2.9.2. **PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND:** The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

2.10. **Special Conditions and Requirements**

2.10.1. **Inspection of Facilities:** Bidders are required to visit the job site prior to submitting an estimate for the purpose of becoming familiar with the site conditions, specific job requirements, and to take or verify measurements as appropriate. It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from the Manager of Facilities Maintenance at (573) 886-4401.

2.10.2. **Liquidated Damages Option:** The County reserves the right to impose liquidated damages on work under critical schedules if disclosed to the Contractor in writing in advance of the Contractor providing an estimate for required work and the Contractor and Facilities Maintenance Manager agreeing upon a written schedule of completion. Should the Contractor fail to complete the required work within the agreed upon schedule for completion, or at a later date as authorized in writing by the Facilities Maintenance Manager, the Contractor shall pay liquidated damages in the sum of One Hundred Dollars (\$100.00) per day, which amount may be deducted by County from the amounts due the Contractor.

2.10.3. **Change Orders:** All requests for extra work that exceeds the original estimate must be

- submitted in writing, with a copy of the contractor's revised estimate(s).
- 2.11. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: tbldan@boonecountymmo.org
 - 2.12. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 613 E. Ash, Room 106, Columbia, MO 65201-4460.
 - 2.13. **Award of Contract:** The County reserves the right to award to more than one (1) contractor. Multiple awards may be made on the basis of primary and secondary contractors (two or more primary contractors) to be readily available to provide building construction and renovation services at miscellaneous Boone County facilities over a period of one year. The secondary contractors may be utilized when the primary contractor(s) are unable to provide the service in acceptable terms for the County. The primary contractor(s) shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary contractor. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time and quote requirements. The County's decision to utilize the secondary source shall be final and conclusive.
 - 2.14. The Purchasing Department will make award to one bidder for total job, or for each job separately when applicable, whichever is in the best interest of the County. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **New Building Construction and Renovation Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the material price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto. Labor will be provided at current Boone County prevailing wage order rate at time of work estimate or as bid within.

4.7.1. DESCRIPTION		Percent Markup
Material (Total Cost plus %)	\$0-\$749	_____ %
Material (Total Cost plus %)	\$750-\$4,499	_____ %
Material (Total Cost plus %)	\$4,500 and up	_____ %
Rental Equipment (Cost plus %)		_____ %

4.7.2. % Overhead and Profit Markup based on total contract sum (materials & labor) _____ %

4.7.3. TRADE Wage Rate – Total Fringe Benefits (Complete only if your firm is paying over Prevailing Wage)

Asbestos Worker	\$ _____
Boilermaker	\$ _____
Bricklayers – Stone Mason	\$ _____
Carpenter	\$ _____
Cement Mason	\$ _____
Electrician (Inside Wireman)	\$ _____
Communication Technician	\$ _____
Elevator Constructor	\$ _____
Operating Engineer	\$ _____
Group I	\$ _____
Group II	\$ _____
Group III	\$ _____
Group III-A	\$ _____

Group IV	\$ _____
Group V	\$ _____
Pipe Fitter	\$ _____
Glazier	\$ _____
Laborer (Building)	\$ _____
General	\$ _____
First Semi-Skilled	\$ _____
Second Semi-Skilled	\$ _____
Lather	\$ _____
Linoleum Layer & Cutter	\$ _____
Marble Mason	\$ _____
Millwright	\$ _____
Iron Worker	\$ _____
Painter	\$ _____
Plasterer	\$ _____
Plumber	\$ _____
Pile Driver	\$ _____
Roofer	\$ _____
Sheet Metal Worker	\$ _____
Sprinkler Fitter	\$ _____
Terrazzo Worker	\$ _____
Tile Setter	\$ _____
Truck Driver - Teamster	\$ _____
Group I	\$ _____
Group II	\$ _____
Group III	\$ _____
Group IV	\$ _____
Traffic Control Service Driver	\$ _____
Welders – Acetylene & Electric	\$ _____

4.8. **Emergency Twenty-Four Hour Service Contact:**

4.8.1. Name: _____

Telephone Number: _____

4.9. **Call Response Time: within _____ hours after notification by County.**

4.10. **Holidays:** Contractor shall list the holidays observed by their company: _____

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

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date:

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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____

2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number: _____

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

7. If you have done business under a different name, please give name and location: _____

8. Percent of work done by own staff: _____

9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____

10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *



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

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

Standard Terms and Conditions

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

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

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

Tyson Boldan, Buyer
(573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 26-09MAY12 - Building Construction and Renovation - Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

Section 010
BOONE COUNTY

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

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/11		\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter	1/12	b	\$34.25	91	69	\$23.18
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker	8/11		\$27.51	11	8	\$19.84
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber	1/12	b	\$34.25	91	69	\$23.18
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer	10/11		\$28.05	12	4	\$12.99
Sheet Metal Worker	9/11		\$29.25	40	23	\$13.85
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 8:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**REPLACEMENT PAGE
OUTSIDE ELECTRICIAN**

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 44.5%
*Lineman Operator	\$31.39	\$5.00 + 44.5%
*Groundman	\$24.27	\$5.00 + 44.5%

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

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$36.36	\$5.00 + 42.5%
*Lineman Operator	\$31.39	\$5.00 + 42.5%
*Groundman	\$24.27	\$5.00 + 42.5%

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

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 18

11/11

OUT STL AWO18 in6.doc

Company ID Number: 225971

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 McAfee Construction, 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 or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

McAfee Construction, Inc.

General Contractor
 Quality Work By Skilled Craftsman
 4671 E. Heller Road
 COLUMBIA, MISSOURI 65202
 (573) 474-4397

LETTER OF TRANSMITTAL

DATE:	6/4/2012	JOB NO.	12026
ATTENTION			
RE:	Building Construction and Renovation Term and Supply		
Project # 26-09MAY12			

TO: Tyson Boldan
 Boone County Purchasing
 613 E Ash St, Room 109
 Columbia MO 65201

WE ARE SENDING YOU ATTACHED UNDER A SEPARATE COVER VIA VIA THE FOLLOWING ITEMS:

SHOP DRAWINGS PRINTS PLANS SAMPLES SPECIFICATIONS

COPY OF LETTER CHANGE ORDER _____

COPIES	DATE	NO.	DESCRIPTION
2	6/4/2012		Signed Contract
1	6/4/2012		Certificate of Insurance
1	6/4/2012		Work Authorization Certification
1	6/4/2012		E-Verify MOU
1	6/4/2012		Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR APPROVAL APPROVED AS SUBMITTED RESUBMIT COPIES FOR APPROVAL

FOR YOUR USE APPROVED AS NOTED SUBMIT COPIES FOR DISTRIBUTION

AS REQUESTED RETURNED FOR CORRECTIONS RETURN CORRECTED PRINTS

FOR REVIEW AND COMMENT

FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS: _____

COPY TO _____

SIGNED : Gayle Morris, Secretary
 If enclosures are not as noted, kindly notify us at once.

(Please complete and return with Contract)

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

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

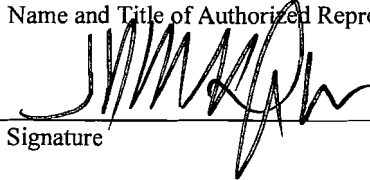
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

McAfee Construction, Inc.

By: John D McAfee, President

Name and Title of Authorized Representative



Signature

June 4, 2012

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 26th day of June 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve amendment number one to bid 66-16OCT09 – Lease Agreement / Photocopier Maintenance for Prosecuting Attorney – Child Support with Image Technologies. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 18, 2012
RE: Amendment Number One – Lease Agreement / Photocopier Maintenance
for Prosecuting Attorney – Child Support

Contract 66-16OCT09 – Lease Agreement / Photocopier Maintenance was approved in commission on November 20, 2009 on commission order 548-2009. The attached amendment renews the maintenance portion for three more one-year renewals beginning in 2013.

January 1, 2013 - December 31, 2013
60,000 copies @ \$847.00, overage at \$0.0154

January 1, 2014 - December 31, 2014
60,000 copies @ \$864.00, overage at \$0.0154

January 1, 2015 - December 31, 2015
60,000 copies @ \$881.00, overage at \$0.0154

This contract is for the Family Support Division of the Prosecuting Attorney and will be paid from department 1263 - IV-D, account 60050 – Equipment Service Contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
PHOTOCOPIER LEASE AND MAINTENANCE
TERM AND SUPPLY**

The Agreement **66-16OCT09** dated November 20, 2009 made by and between Boone County, Missouri and **Image Technologies** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add** an additional optional three, one-year renewals. Lease will automatically renew each year for the pricing below until the County gives a 30 day termination notice.

January 1, 2013 - December 31, 2013
60,000 copies @ \$847.00, overage at \$0.0154

January 1, 2014 - December 31, 2014
60,000 copies @ \$864.00, overage at \$0.0154

January 1, 2015 - December 31, 2015
60,000 copies @ \$881.00, overage at \$0.0154

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

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

IMAGE TECHNOLOGIES

by *[Signature]*
title Sales Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature *by [initials]*

6/19/12
Date

1263 / 60050 / Term & Supply
No Encumbrance Required
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

26th

day of June

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers by League of Women Voters on September 18th, 2012 from 7:00 pm until 9:00 pm for a Constitution Day Forum.

Done this 26th day of June, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

**APPLICATION FOR ORGANIZATIONAL USE OF
BOONE COUNTY FACILITIES**

The undersigned organization hereby applies for a use permit to use the Boone County North Facility Public Works Shed as follows:

Description of Use: Forum for Constitution Day

Date(s) of Use: Sept 18, 2012

Time of Use: From: 7 a.m./(p.m.) thru 9 a.m./(p.m.)

Facility requested: Courthouse Grounds - Courtyard Square (Chambers) Rm220 - Rm208 - Rm139
Centralia Clinic - North Facility Boone County Public Works Shed _____

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 grounds.
2. 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.
3. 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.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. 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.

Name of Organization/Person: League of Women Voters - Aline Kuestgen

Organization Representative/Title: Aline Kuestgen - Co-chair Civil Liberties Committee of LWV

Address/Phone Number: 1012 Hickory Hill, Columbia 449-2149

Date of Application: June 21, 2012

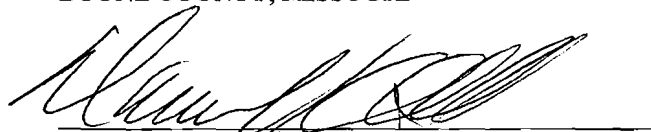
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Wendy S. Norriss
County Clerk


County Commissioner

DATE: 6/26/2012