

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 11th day of September 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 41-16AUG12 – Old No. 7 Asphalt Overlay to Christensen Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 11th day of September 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: August 17, 2012
RE: 41-16AUG12 – Old No. 7 Asphalt Overlay

41-16AUG12 – Old No. 7 Asphalt Overlay opened on August 16, 2012. Two bids were received. Resource Management recommends award by low bid to Christensen Construction Company, Inc. of Kingdom City, MO.

Cost of the contract is \$341,888.00 and will be paid from department 2041– Pavement Preservation, account 71202 – Contractor Costs. \$351,045.00 was estimated for this bid.

cc: Daniel Haid, Resource Management
Bid File

COPY

CONTRACT AGREEMENT

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

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

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

BID NUMBER 41-16AUG12 – OLD NO. 7 ASPHALT OVERLAY BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to be in the amount of \$341,888.00.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- *Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

The Owner agrees to pay the Contractor in the amount: \$341,888.00

Three Hundred Forty One Thousand Eight Hundred Eighty Eight Dollars and Zero Cents (\$341,888.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 9/11/2012 at Columbia, Missouri.
(Date)

CONTRACTOR:

CHRISTENSEN CONSTRUCTION CO.

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: Kenny Knipp
Authorized Representative Printed Name
Title: BUSINESS MANAGER

Approved as to Legal Form:

ATTEST:

[Signature]
CJ Dykhouse
Boone County Counselor

[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

9/11/12
Date

2041/71202 - \$341,888.00

Appropriation Account



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/12

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 Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Ruth Stone/Eric Kaup	573-874-3102 866-779-8102	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Hawkeye Security Insurance	36919
INSURED		INSURER B: Midwestern Indemnity Co	
Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City, MO 65262		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Addl Insrds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CBP8439975	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8434377	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU8436387	03/01/12	03/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8438078	03/01/12	03/01/13	<input checked="" type="checkbox"/> WC STATUTORY 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)
project #41-16AUG12 - Old No.7 Asphalt Overlay
Boone County Missouri is named as additional insured with respects to
General Liability coverages.30 day cancellation notice is endorsed according
to policy terms and conditions.

CERTIFICATE HOLDER CANCELLATION

BOONE-8 Boone County Missouri Boone Co Purchasing 801 E Walnut Rm #245 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 
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PERFORMANCE BOND

Bond #: S417733

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Company

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company

P.O. Box 712, Des Moines, Iowa 50306

a Corporation, organized under the laws of the State of Iowa and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Three Hundred Forty One Thousand Eight Hundred Eighty Eight and 00/100 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 41-16AUG12
OLD NO. 7 ASPHALT OVERLAY
BOONE COUNTY, MISSOURI**

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

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

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

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

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

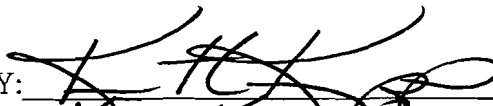
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

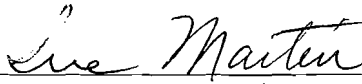
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri 65203, on this 27th day of August, 2012.

Christensen Construction Company
(Contractor)

(SEAL)

BY: 
KENNY KNIPP - BUSINESS MANAGER
Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Sue Martin

BY: 
(Missouri Representative) ANGELA HOLLENS

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

Surety Contact Name: Mike Hand
Phone Number: 800-821-4702
Address: P.O. Box 8550
Kansas City, Missouri 64114

Surety Contact Name: Mike Hand
Phone Number: 800-821-4702
Address: P.O. Box 8550
Kansas City, Missouri 64114

LABOR AND MATERIAL PAYMENT BOND

Bond #: S417733

KNOW ALL PERSONS BY THESE PRESENTS, that we, Christensen Construction Company
P.O. Box 159, Kingdom City, Missouri 65262,

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
P.o. Box 712, Des Moines, Iowa 50306

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

Three Hundred Forty One Thousand Eight Hundred Eighty Eight and No/100 DOLLARS

(\$ 341,888.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

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

**BID NUMBER 41-16AUG12
OLD NO. 7 ASPHALT OVERLAY
BOONE COUNTY, MISSOURI**

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

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

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

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

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

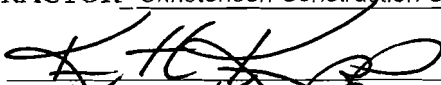
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri 65203 on this 27th day of August 2012.

CONTRACTOR Christensen Construction Company (SEAL)


BY:



KERRY TRIPPE BUSINESS MANAGER

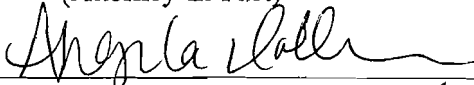
SURETY COMPANY Employers Mutual Casualty Company

BY:



(Attorney-In-Fact) Sue Martin

BY:



(Missouri Representative) ANGELA HOLLINS

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

EMC Insurance Companies® No. A02097

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

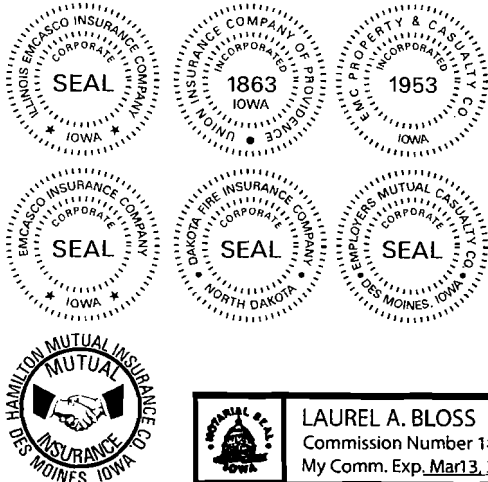
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of JANUARY, 2011.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President/
 Assistant Secretary

On this 21st day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires March 13, 2014.

Laurel A. Bloss
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of August, 2012.

J. D. Clough
 Vice President

(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.

Kenny Knipp

BUSINESS MANAGER

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

8/30/12

Date

BID FORM

Old Number 7 Asphalt Overlay 2012 Pavement Preservation

Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 3500.00	\$ 3500.00
Removals – (Includes driveway and project terminus milling)	LS	1	\$ 1000.00	\$ 1000.00
Traffic Control	LS	1	\$ 1000.00	\$ 1000.00
1" Minus Rock – (Driveway Transitions)	TON	100	\$ 40.00	\$ 4000.00
Roadway Milling	SY	200	\$ 10.00	\$ 2000.00
Ditching	LF	175	\$ 10.00	\$ 1750.00
Dig Out Repair	SY	376	\$ 74.00	\$ 27,824.00
Dig Out Repair – Extra Depth	CY	20	\$ 50.00	\$ 1,000.00
Subsurface Drain	EA	1	\$ 4,000.00	\$ 4,000.00
Asphalt BP-2, Wedge/Leveling Course (0.5" avg.)	TON	975	\$ 74.00	\$ 72,150.00
Asphalt BP-2, Surface (1.5" Thick)	TON	2986	\$ 74.00	\$ 220,964.00
Seeding & Restoration	LS	1	\$ 1,000.00	\$ 1,000.00
Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00
Temp. Centerline Markers (Reflector Tabs) 40' O/C	EA	350	\$ 2.00	\$ 700.00
Bid Total				\$341,888.00

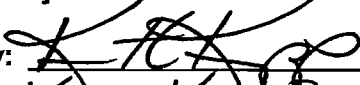
Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (1.5" Thick)	\$ 2.00

******* Option – MoDot Asphalt Price Index*******

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by:  Date: 8/16/12
KENNY KNIPP - BUSINESS MGR

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE ADDENDUM NUMBER
8/13/12 1

COMPANY NAME: CHRISTENSEN CONSTRUCTION CO
ADDRESS: PO. Box 159
CITY, STATE, ZIP: KINGDOM CITY, MO 65262
PHONE NUMBER: 573-814-3308
AUTHORIZED REPRESENTATIVE: KENNY KNIPP
TITLE: BUSINESS MGR
SIGNATURE: [Handwritten Signature]

List all Sub-Contractors planned to be utilized on this project.

NONE



BOONE COUNTY, MISSOURI
Request for Bid #: 41-16AUG12- Old Number 7 Asphalt Overlay
Pavement Preservation 2012

ADDENDUM #1 - Issued August 13, 2012

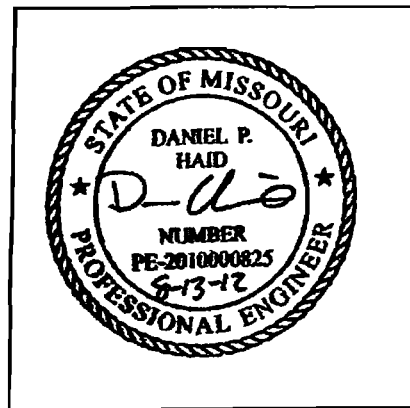
This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. ASPHALT DENSITY TESTING in the SPECIAL PROVISIONS section shall be disregarded for this project.
2. Contractor is required to use an asphalt paver equipped with a vibratory screed for this project. Said vibratory screed shall be functional, calibrated for the material and conditions of this project, and turned on at all times during paving operations.

By: *Amy Robbins*
Amy Robbins, Buyer
Boone County Purchasing

Approved:

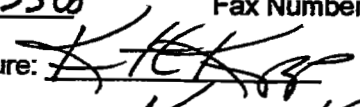


OFFEROR has examined copy of Addendum #1 to Request for Bid # 41-16AUG12 – Old Number 7 Asphalt Overlay, Pavement Preservation 2012, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION CO.

Address: P.O. Box 159
Kingdom City, MO 65262

Phone Number: 573-814-3308 Fax Number: 573-814-0403

Authorized Representative Signature:  Date: 8/13/12

Authorized Representative Printed Name: KENNY KNIPP - BUSINESS MGR

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: OLD NUMBER 7 ASPHALT OVERLAY

Project No.: 41-16AUG12

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name:

CHRISTENSEN CONSTRUCTION CO

By:

Kenny Knipp
(Signature)

KENNY KNIPP
(Print or Type Name)

Title:

BUSINESS MANAGER

Address:

P.O. Box 159

City, State, Zip:

KINGDOM CITY, MO 65262

Phone:

573-814-3308

Fax:

573-814-0403

Date:

AUGUST 15, 2012

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

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

County of CALLAWAY)
State of MISSOURI)ss

My name is KENNY KNIIP

I am an authorized agent of CHRISTENSEN CONSTRUCTION CO (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.

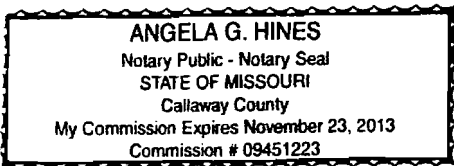
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] 8/15/12
Affiant Date

KENNY KNIIP - BUSINESS MANAGER
Printed Name

Subscribed and sworn to before me this 15 day of August, 2012.

[Signature]
Notary Public



Company ID Number: 178111

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 Christensen Construction Company, 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: 178111

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

Employer Christensen Construction Co.

Angie Hines

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents 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 proposal.

1. Name of Bidder: CHRISTENSEN CONSTRUCTION Co
2. Business Address: P.O. Box 159
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:
CORPORATION 43-1610378
6. Number of years engaged in contracting business under present firm name:
26 YEARS
7. If you have done business under a different name, please give name and location:
NA
8. Percent of work done by own staff: 90
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? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

* Attach additional sheets as necessary *

August 16, 2012

Sheet B

Major Projects In Progress

Carfax

Steve Laskowski 248-948-4194

\$375,489 Contract Amount

85% Complete

September 2012 – Completion Date

Columbia High School

Lee Moore – JE Dunn Construction 816-474-8600

\$1,692,532 Contract Amount

50% Complete

November 2012 – Completion Date

UMC Summer Paving 2012

Kevin Johnson 573-882-9337

\$398,244 Contract Amount

90% Complete

August 2012 – Completion Date

August 16, 2012

Sheet A

MAJOR PROJECTS COMPLETED

Boone County
Sunrise Estates Asphalt Overlay Phase III
Keith Austin – 886-4339
\$351,911 Contract Amount
100% Complete
October 2011 – Completion Date

Boone Hospital Patient Tower
SM Wilson Construction - 573-815-0125
\$345,000 Contract Amount
100% Complete
October 2011 – Completion Date

City of Mexico 2011 Street Overlay
Engineering Dept 581-2100
\$127,966 Contract Amount
100% Completed
October 2011 – Completion Date

City of Fulton 2011 Street Overlay
Greg Hayes 573-592-3111
\$280,710 Contract Amount
100% Complete
October 2011 – Completion Date

UMC Summer 2011 Paving Project
Cheryl Thomas 573-239-9744
\$522, 825 Contract Amount
100% Complete
July 2011 – Completion Date

University of Missouri
Various Locations – Summer Paving 2010
Kevin Johnson 882-9337
\$538,119 Contract Amount
100% Completed
July 2010 – Completion Date

City of Mexico Streets
Engineering Dept 581-2100
\$303,000 Contract Amount
100% Completed
October 2010 – Completion Date

City of Columbia
Asphalt Paving for Parks and Recreation
Toney Lowery 874-7537
\$103,204 Contract Amount
100% Complete
September 2010 – Completion Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KRIAP, being first duly sworn, deposes and

says that he is BUSINESS MANAGER
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION CO.
(Name of Bidder)

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

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

By [Signature]

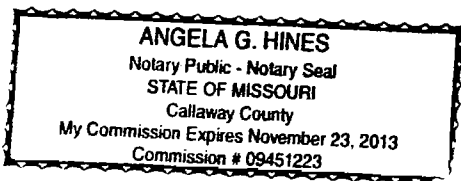
By _____

By _____

Sworn to before me this 15 day of August, 20 12

Angela D. Hines
Notary Public

My Commission Expires 11-23-13



SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated AUGUST 15, 2012

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

CHRISTENSEN CONSTRUCTION CO P.O. Box 159 KINGDOM CITY, MO 65266
 (If a corporation - show its name above)

ATTEST:

Angela S. Hines
 (Secretary)

Kenny Knipp
 (Title) BUSINESS MANAGER

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of CALLAWAY

On this 15 day of AUGUST, 20 12

before me appeared KENNY KNIPP to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

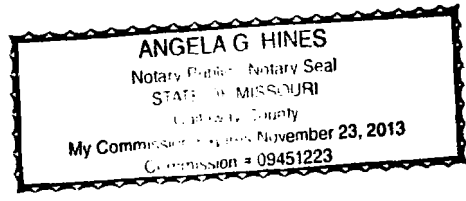
(if a corporation) that he is the BUSINESS MANAGER
President or other agent

of CHRISTENSEN CONSTRUCTION CO; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at KINGDOM CITY, MO the day and year first above written.

(SEAL) Angela S. Hines Notary Public

My Commission expires 11-23, 20 13.





BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ 360,000.00)

KNOW ALL MEN BY THESE PRESENTS: That we, Christensen Construction Company

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

, as Surety, are held and firmly bound unto the Boone County Commission, 613 East Ash, Columbia, Missouri 65201

as obligee, in the sum of Five Percent (5%) of Price Bid

DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: **Project No. 41-16AUG12 Old Number 7 Asphalt Overlay**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 14th day of August, 20 12.

Christensen Construction Company Principal

By: *[Signature]*
Kenny Knipp Business MGR
Employers Mutual Casualty Company Surety

By: *[Signature]*
Sue Martin Attorney-in-Fact

EMC Insurance Companies® No. A02085

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation
- Dakota Fire Insurance Company, a North Dakota Corporation
- EMC Property & Casualty Company, an Iowa Corporation
- Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDRE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

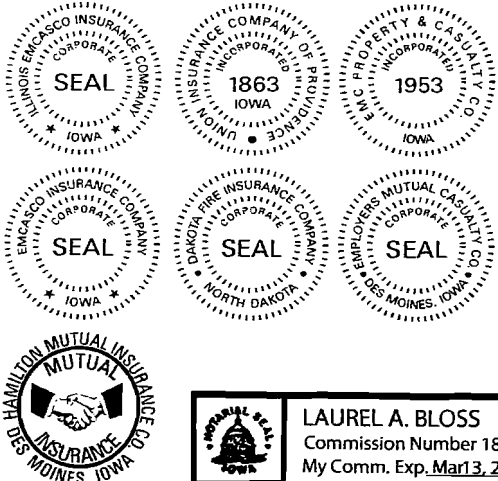
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of JANUARY, 2011.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President/
Assistant Secretary

On this 21st day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires March 13, 2014.

Laurel A Bloss
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDRE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____ Vice President

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

OLD NUMBER 7 ASPHALT OVERLAY
PAVEMENT PRESERVATION 2012

Project Number:

N/A

Bid Number:

41-16AUG12

Scope of Project Construction:

Provide preparatory work and an asphalt overlay that includes but is not limited to: milling, ditching, dig-out repair, and erosion control as directed on the construction plans. The asphalt overlay will consist of a full width leveling course and a 1.5" surface course for the entire length of the project. This project is currently planned to begin at Hwy 124 and progress southward to a point approximately 1,350' north of the Silver Fork Creek bridge. However, the project may be lengthened or shortened due to budget conditions at the time of construction. All additional work not accounted for in the bid form quantities will be paid at the bid unit cost. Lump sum bid items will not be increased or decreased because of change in work performed. Working Days will not be adjusted for increase or decrease in work. Sufficient Working days for maximum possible work has been provided.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **August 7, 2012 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on August 13, 2012.** **Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on August 16, 2012** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on August 16, 2012** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

20 Working Days

Liquidated Damages:

\$250.00 per Working Day

Anticipated Notice To Proceed Date:

On or about September 17, 2012. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

American Document Solutions, 4250 East Broadway Suite 860, Columbia, Missouri 65201, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$20.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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 the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

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. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

Boone County Roadway Regulations Chapter II:	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
MoDOT Standard Specifications:	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
MUTCD:	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

BID FORM

Old Number 7 Asphalt Overlay 2012 Pavement Preservation

Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$	\$
Removals – (Includes driveway and project terminus milling)	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
1" Minus Rock – (Driveway Transitions)	TON	100	\$	\$
Roadway Milling	SY	200	\$	\$
Ditching	LF	175	\$	\$
Dig Out Repair	SY	376	\$	\$
Dig Out Repair – Extra Depth	CY	20	\$	\$
Subsurface Drain	EA	1	\$	\$
Asphalt BP-2, Wedge/Leveling Course (0.5" avg.)	TON	975	\$	\$
Asphalt BP-2, Surface (1.5" Thick)	TON	2986	\$	\$
Seeding & Restoration	LS	1	\$	\$
Erosion Control	LS	1	\$	\$
Temp. Centerline Markers (Reflector Tabs) 40' O/C	EA	350	\$	\$
Bid Total				\$

Project Deductions

Enter deduct amount for the below items the bidder wishes to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (1.5" Thick)	\$

***** Option – MoDot Asphalt Price Index*****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by: _____ Date: _____

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Work Authorization Certification,
4. Statement of Bidder's Qualifications,
5. Anti-Collusion Statement,
6. Signature and Identity of Bidder,
7. Bidder's Acknowledgment,
8. Debarment Form (If required).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents 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 proposal.

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 *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and
says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20 ____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

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

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

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

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

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

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

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

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

Project Name: _____

Project No.: _____

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. **Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

9.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. 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 bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

9.13.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.13.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

f. All checking by the County will be made in red pencil and initialed by the checker.

g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

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

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

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County 4 hour notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100 of the Boone County Roadway Regulations Chapter II.**

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.
Except:
 - 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210 of the Boone County Roadway Regulations Chapter II.**
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.

B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.

C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate “tack” from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 2. All Transverse overlaps should be “shingled” in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be Class "A" concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230 of the Boone County Roadway Regulations Chapter II.**
- B. Reinforcing steel shall conform to **Section 238 of the Boone County Roadway Regulations Chapter II.**
- C. Joint materials shall conform to **Section 231 of the Boone County Roadway Regulations Chapter II.**

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

ASPHALT CEMENT PRICE INDEX

MoDot – 2004

MEASUREMENT AND PAYMENT

109.15 Asphalt Cement Price Index. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

109.15.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 100 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

109.15.2. Basis of Payment To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E) \times T$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid
- T = 1.04225 to account for Missouri State use tax

109.15.3. The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

109.15.4. Optional This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

SPECIAL PROVISIONS

WARM MIX ASPHALT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The use of Warm Mix Asphalt (WMA) will be allowed on this project. No unit price deduction will be requested or given for it's use.

The Work consists of the placement of one or more courses of plant produced warm mix asphalt pavement on a prepared base, or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans and/or described details.

Warm Mix Asphalt is a generic term used to describe the reduction in production, paving, and compaction temperatures achieved through the application of one or more of several WMA technologies. Some modifications to Hot Mix Asphalt (HMA) plants may be necessary to accommodate certain WMA technologies.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. WMA pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

- A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. WMA may be produced by one or a combination of several technologies involving HMA plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures to be within 185° F to 275° F. (Note: The upper temperature range is appropriate for modified asphalt binders and WMA mixtures which include higher percentages of reclaimed asphalt pavement.)
- B. Mix Design
 1. Develop and submit a job mix formula for each mixture. Each job mix formula must be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for HMA to the development of the WMA mix design.
 2. The mix design shall be in conformance with the WMA technology manufacturer's recommendations.
 3. R.A.P./R.A.S. may be used in the production of WMA, maximum percentages should be in conformance with WMA technology manufacturer's recommendations.
 4. Submit a written job mix formula for review and approval prior to production. This submittal shall include:
 - a. WMA technology and/or WMA additives information
 - b. WMA technology manufacturer's established recommendations for

- usage.
- c. Maximum percentage of R.A.P./R.A.S. that may be used in mix
- c. WMA technology material safety data sheets (MSDS)
- d. Temperature range for mixing
- e. Temperature range for compacting

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of WMA pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, as well as the following:

A. Equipment

1. Use equipment and WMA technologies capable of producing an asphalt mixture that meet specification requirements and is workable at the minimum placement and compaction temperature desired.
2. Modify the asphalt mixing plant as required by the manufacturer to introduce the WMA technology.

B. Construction

1. It is encouraged, but not required that the contractor produce a test strip using WMA prior to beginning the project. Any deficiencies in the project caused by inexperience with WMA will be corrected at the contractor's expense.
2. Use construction methods as recommended by the WMA technology manufacturer.

END OF SECTION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

ASPHALT DENSITY TESTING

PART 1 – GENERAL

In order to insure the asphalt installed as part of Boone County projects is meeting density specifications, the following will apply

PART 2 - TESTING

2.1 INITIAL TESTING

- A. Upon completion of the paving operations, Boone County will hire a third party testing service to determine the density of the installed asphalt overlay.
- B. A minimum of four cores will be taken for each day of paving unless at the discretion of the engineer, less are needed due to low production for a particular day. Locations for cores will be determined by the Engineer and a representative of the Contractor.
- C. Testing will only be performed on the surface course for asphalt overlay projects. The Wedge/Leveling course will be removed for density testing. If the tack oil level separating the layers cannot be found, the planned thickness of surface course will be used for testing.

2.2 UNIT PRICE ADJUSTMENT

- A. The average measured densities of all the cores taken from the project will be used to assess adjustments in unit price of the Asphalt BP-2, Surface Course bid item. This penalty will be assessed over entire project; subsets of the samples will not be used to limit penalties to portions of the project.
- B. The following table will be used to determine the final unit price of Asphalt BP-2, Surface Course.

Field Density Percent of Maximum Theoretical Density	Percent of Contract Unit Price to be Paid
Above 97.0	Remove and Replace
96.1 to 97.0, inclusive	80%
91.5 to 96.0, inclusive	100%
91.0 to 91.4, inclusive	97%
90.5 to 90.9, inclusive	94%
90.0 to 90.4, inclusive	90%
89.5 to 89.9, inclusive	80%
Below 89.5	Remove and Replace

END OF SECTION

SPECIAL PROVISIONS

Miscellaneous

1. The Job Mix Formulas (JMF) submitted for this job must be reflective of actual material being used and must be no more than 1 year old at time of submittal.
2. R.A.P./R.A.S. may be incorporated into HMA/WMA at a maximum rate of 20%. However, at it's option, Boone County may elect not to use R.A.P. and/or R.A.S. for a particular project.
3. The contractor shall submit all JMFs for use in this project at time of bid submittals.
4. Erosion control blanket and other erosion control practices have not been incorporated into this plan, but may be beneficial in expediting disturbed area stabilization and in the establishment of grass cover. The contractor may use such products at their discretion. No additional payment will be made for such items.
5. Contractor shall submit to the County material sampling and testing reports taken at the plant on days in which asphalt products for County projects are being produced.
6. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project.
7. Section 01780 (PROJECT CLOSEOUT) will not apply due to the short timeline of the project. The closeout phase of this project will be similar to that of previous year's asphalt overlay projects and will be explained by the Chief Construction Inspector during the Pre-Bid Meeting and/or during the Pre-Construction meeting.

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APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

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 9, 2012

Last Date Objections May Be Filed: April 9, 2012

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$25.80
Bricklayer and Stone Mason			\$28.20	59	7	\$14.33
Carpenter			\$24.09	60	15	\$12.40
Cement Mason			\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.42	28	7	\$12.18 + 13%
Electrician (Outside-Line Construction/Lineman)			\$36.36	43	45	\$5.00 + 44.5%
Lineman Operator			\$31.39	43	45	\$5.00 + 44.5%
Groundman			\$24.27	43	45	\$5.00 + 44.5%
Communication Technician			\$30.42	28	7	\$12.18 + 13%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I			\$25.81	86	66	\$21.43
Group II			\$25.81	86	66	\$21.43
Group III			\$24.66	86	66	\$21.43
Group III-A			\$25.81	86	66	\$21.43
Group IV			\$23.58	86	66	\$21.43
Group V			\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.25	91	69	\$23.18
Glazier		c	\$27.35	122	76	\$14.22 + 5.2%
Laborer (Building)						
General			\$20.81	42	44	\$11.54
First Semi-Skilled			\$22.81	42	44	\$11.54
Second Semi-Skilled			\$21.81	42	44	\$11.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright			\$25.09	60	15	\$12.35
Ironworker			\$27.51	11	8	\$19.84
Painter			\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.25	91	69	\$23.18
Pile Driver			\$25.09	60	15	\$12.35
Roofer \ Waterproofer			\$28.05	12	4	\$12.99
Sheet Metal Worker			\$29.25	40	23	\$13.85
Sprinkler Fitter - Fire Protection			\$30.52	33	19	\$17.02
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$12.35
Millwright		\$29.52	7	16	\$12.35
Pile Driver		\$29.52	7	16	\$12.35
Electrician (Outside-Line Construction/Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer		\$22.68	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer		\$16.72	32	31	\$5.00 + 23%
Operating Engineer					
Group I		\$24.89	21	5	\$21.33
Group II		\$24.54	21	5	\$21.33
Group III		\$24.34	21	5	\$21.33
Group IV		\$20.69	21	5	\$21.33
Oiler-Driver		\$20.69	21	5	\$21.33
Laborer					
General Laborer		\$25.16	2	4	\$10.92
Skilled Laborer		\$25.76	2	4	\$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
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction/Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

**REPLACEMENT PAGE
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 any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

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

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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

NO. 26: 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. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**REPLACEMENT PAGE
BOONE COUNTY
HOLIDAY SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.

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APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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Important message regarding exclusion searches.

Current Search Terms: Christensen Construction Company Inc.

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No records found for current search.

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- Inactive

By Functional Area

- Entity Management
- Performance Information

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Note: Filters are case sensitive

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Server: www4



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 11th day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Old No. 7 Asphalt Overlay:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2041	71202	Pavement Preservation	Contractor Costs		189,829.00
2041	26300	Pavement Preservation	Material & Chemical Supply	108,085.00	
2045	86800	PW-Design & Construction	Emergency	81,744.00	

Done this 11th day of September, 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, MISSOURI
REQUEST FOR BUDGET REVISION
RECEIVED

Comm Order # 435-2012

Return to Auditor's Office
 Please do not remove staple.

9/7/12
EFFECTIVE DATE

SEP - 7 2012

FOR AUDITORS USE

BOONE COUNTY AUDITOR

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2041	71202	Pavement Preservation	Contractor Costs		189,829
2041	26300	Pavement Preservation	Material & Chemical Supply	108,085	
2045	86800	PW-Design & Construction	Emergency	81,744	
				189,829	189,829

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

To have enough money available to sign contract for last pavement preservation project of 2012. There is currently money tied up on P.O.'s that we know will not be spent but have not received final bills. We are also including a contingency on this contract that we are not planning to spend but need to cover those funds as well.

incorrect op 9/10/2012

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

[Signature]
 Requesting Official

Auditor comment: last two years, the type of rock used for chip seal was a higher grade rock than budgeted. Working with dept to make sure the correct type is included in the budget numbers. cgy 9/10/12

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

cy
 _____ Auditor's Office
[Signature]
 PRESIDING COMMISSIONER

_____ *[Signature]* Absent
 DISTRICT I COMMISSIONER

_____ *[Signature]*
 DISTRICT II COMMISSIONER

SUBLSCR BOONE

SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

2/10/12 11:01:02

Year	<u>2012</u>	Original Appropriation	<u>1,479,664.00</u>
Dept	<u>2041 PAVEMENT PRESERVATION</u>	Revisions	<u>108,903.00</u>
Acct	<u>70000 CONTRACTUAL SERVICES</u>	Original + Revisions	<u>1,588,567.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u>1,368,726.85</u>
		Encumbrances	<u>48,145.31</u>
Class/Account	<u>C CLASS</u>	Actual To Date	<u>1,416,872.16</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>171,694.84</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>171,694.84</u>

Expenditures by Period

January	_____	July	<u>409,400.02</u>
February	_____	August	<u>399,165.37</u>
March	_____	September	_____
April	_____	October	_____
May	<u>90,274.37</u>	November	_____
June	<u>469,887.09</u>	December	_____

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

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Year	<u>2012</u>	Original Appropriation	<u>442,750.00</u>
Dept	<u>2041 PAVEMENT PRESERVATION</u>	Revisions	<u>18,168.00</u>
Acct	<u>20000 MATERIALS & SUPPLIES</u>	Original + Revisions	<u>460,918.00</u>
Fund	<u>204 ROAD & BRIDGE FUND</u>	Expenditures	<u>352,832.65</u>
		Encumbrances	
Class/Account	<u>C CLASS</u>	Actual To Date	<u>352,832.65</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>108,085.35</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>108,085.35</u>

Expenditures by Period

January	_____	July	<u>256.95</u>
February	_____	August	<u>321,961.19</u>
March	_____	September	<u>30,592.01</u>
April	_____	October	_____
May	_____	November	_____
June	<u>22.50</u>	December	_____

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

Year	2012	Original Appropriation	100,100.00
Dept	2045 PW-DESIGN & CONSTRUCTION	Revisions	773,537.00
Acct	80000 OTHER	Original + Revisions	873,637.00
Fund	204 ROAD & BRIDGE FUND	Expenditures	101,907.82
		Encumbrances	666,874.00
Class/Account	C CLASS	Actual To Date	768,781.82
Account Type	E EXPENSE	Remaining Balance	104,855.18
Normal Balance	D DEBIT	Shadow Balance	104,855.18

Expenditures by Period

January	150.00	July	
February	67.64	August	
March		September	
April	27.18	October	
May		November	
June	101,663.00	December	

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

CONTRACT AGREEMENT

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

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

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

BID NUMBER 41-16AUG12 – OLD NO. 7 ASPHALT OVERLAY BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to be in the amount of \$341,888.00.

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

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
- *Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

2012 Emergency Fund
2045-86800

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
1/1/2012		100,000		100,000	Original Budget
5/16/2012	86882 TIF Sales Tax Payments		(5,062)	94,938	Holding until details are worked out.
9/10/2012	2041-71202 Contractor Costs		(81,744)	13,194	cover cost of asphalt overlay contract
	Total	<u>100,000</u>	<u>(86,806)</u>		

2011 Contingency Fund
2045-86850

<u>DATE</u>	<u>ACCOUNT</u>	<u>ORIGINAL BUDGET</u>	<u>AMOUNT USED</u>	<u>REMAINING BUDGET</u>	<u>DESCRIPTION</u>
				0	Original Budget
	Total	<u>0</u>	<u>0</u>	<u>0</u>	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 11th day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the 2012 portion of the 2012-2013 Juvenile Accountability Block Grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03411	Judicial Grants & Contracts	Federal Grant Reimbursement		3,503.00
1243	10100	Judicial Grants & Contracts	Salaries		3,254.00
1243	10200	Judicial Grants & Contracts	FICA		249.00

Done this 11th day of September, 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

Absent
 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT BOONE COUNTY, MISSOURI

8/13/12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	1	1	Judicial Grants & Contracts:	Federal Grant Reimbursement		3503.00
1	2	4	3	1	0	1	0	0	Judicial Grants & Contracts	Salaries		3,254.00
1	2	4	3	1	0	2	0	0	Judicial Grants & Contracts	FICA		249.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Juvenile Accountability Block Grant – Establish budget for Juvenile Accountability Block Grant for 2012-2013 Grant Year for 2012 Portion for the Grant.

Art Instructor + Music Instructor Salaries


Grant portion only.



Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *Budget Neutral*
- Comments:



Auditor's Office



DISTRICT I COMMISSIONER

Absent

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

ROBERT L. PERRY JUVENILE JUSTICE CENTER
Memorandum

TO: Diana Vaughn
FROM: Ann Schnell
DATE: August 13, 2012
IN RE: 2011-JABG-LG-0001

Attached is the budget amendment for Kathy's signature, award letter, award of contract, certified assurances and grant application for 2011-JABG-LG-0001 grant starting October 1, 2012.

Once, Kathy signs the budget amendment, could you please make a copy for yourself and forward everything to Jason in the Auditor's Office, including this memo?

I have sent two copies of the award of contract and certified assurances to CJ Dykhouse for this stamp of approval.

Once I received the signed copies of the forms, I will make you a copy.

Marcia will be appearing before Commission on August 30, 2012.

If you have any questions, please let me know.

:as 8/13/2012

2012 - 2013 JABG GRANT BUDGET FOR 2012 BUDGET

Line Item Number	Line Item Name	Grant Contribution	Total
-------------------------	-----------------------	---------------------------	--------------

Art Instructor

1243-10100	Salaries	\$ 2,851.68	\$ 2,851.68	Based on 156 hours X \$18.28/hr.
1243-10200	FICA	\$ 218.15	\$ 218.15	\$2,851.68 X .0765
Subtotal		\$ 3,069.83	\$ 3,069.83	

County Contribution for Art Instructor's Salary and FICA is budgeted in 2012 budget.

Music Instructor

1243-10100	Salaries	\$ 402.16	\$ 402.16	Based on 22 hours X \$18.28/hr.
1243-10200	FICA	\$ 30.77	\$ 30.77	\$402.16 X .0765
Subtotal		\$ 432.93	\$ 432.93	

County Contribution for Music Instructor's Salary and FICA is budgeted in 2013 budget.

Line Item Number	Line Item Name	Grant Contribution	Total
-------------------------	-----------------------	---------------------------	--------------

Total for 2012 Budget		\$ 3,502.76	\$ 3,502.76
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1243-03411 Juvenile Offenders Accountability Block Grant - DPS - \$3,502.76

2012 - 2013 JABG GRANT BUDGET FOR 2013 BUDGET

Line Item Number	Line Item Name	Grant Contribution	County Contribution	Total
-------------------------	-----------------------	---------------------------	----------------------------	--------------

Art Instructor

1243-10100	Salaries	\$ 7,973.63	\$ 1,202.81	\$ 9,176.44
1243-10200	FICA	\$ 609.99	\$ 92.02	\$ 702.01
Subtotal		\$ 8,583.62	\$ 1,294.83	\$ 9,878.45

Music Instructor

1243-10100	Salaries	\$ 1,144.35	\$ 171.83	\$ 1,290.30
1243-10200	FICA	\$ 87.54	\$ 13.15	\$ 98.71
Subtotal		\$ 1,231.89	\$ 184.98	\$ 1,389.01

Art Supplies

1243-23050	Art Supplies	\$ 473.25	\$ 52.58	\$ 525.83
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Camera

1243-91300	Camera	\$ 193.50	\$ 21.50	\$ 215.00
1243-91300	Installation	\$ 29.48	\$ 3.28	\$ 32.76
1243-91300	Installation	\$ 222.98	\$ 24.78	\$ 247.76

Smartboard Project

1243-91300	Smartboard	\$ 2,430.00	\$ 270.00	\$ 2,700.00
1243-91300	Voting Devices	\$ 400.50	\$ 44.50	\$ 445.00
1243-91300	Smartboard	\$ 2,830.50	\$ 314.50	\$ 3,145.00

Total for 2012 Budget		\$ 13,342.24	\$ 1,871.67	\$ 15,186.05
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1243-03411 Juvenile Offenders Accountability Block Grant - DPS - \$13,342.24

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director



Truman Building, Room 870
Mailing Address: P.O. Box 749
Jefferson City, MO 65102-0749
Telephone: 573-751-4905
FAX: 573-751-5399
Internet Address:
<http://www.dps.mo.gov>

**STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**

August 7, 2012

Ms. Marcia Hazelhorst
Boone County Family Court
5665 Roger I Wilson Memorial Drive
Columbia, MO 65202

Re: **Contract Number: 2011-JABG-LG-0001**
Project Title: Boone County-Accountability Programs and Services

Dear Ms. Hazelhorst:

The status of the above referenced application under the 2012 JABG Grant funding opportunity has changed from "Approved" to "Awarded".

Enclosed is the Award of Contract and Certified Assurance document pertaining to your award. The Authorized Official and Project Director, as identified on the Contact Information form in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted!

The following documents must be received by our office no later than **Friday, August 31, 2012**:

- Signed Award of Contract document
- Signed Certified Assurance document
- Printed copy of your 2012 JABG Application

To print a copy of your JABG application, log into WebGrants at <https://dpsgrants.dps.mo.gov>, click "My Applications", select the appropriate application title, and click the Printer icon in your internet browser. Please do not staple your application – use a paper clip or binder clip to keep the application together.

The above referenced documents should be mailed or hand-delivered to:

Missouri Department of Public Safety
Attn: Juvenile Justice Unit
PO Box 749
301 W. High Street, Room 870
Jefferson City, MO 65102

A signed copy of the Award of Contract form and a copy of the Certified Assurances document will be returned to you for your records. If you have questions or are unable to meet the above referenced deadline due to absence of the signing persons or a lengthy approval process, please contact me at (573) 751-2771.

Sincerely,


Connie Berhorst
Juvenile Justice Program Specialist

cc: File
Enclosures



The Missouri Department of Public Safety, Office of the Director
Juvenile Justice Program Certified Assurances
JABG Program

Contractor Name:	Boone County, 13th Circuit-Juvenile Division	Contract Number:	2011-JABG-LG-0001
Project Title:	Boone County-Accountability Programs and Services		

In addition to the general terms contained in the *JABG Application Packet, (Funding Opportunity Guidelines)* the Applicant is also conditioned upon and subject to compliance with the following assurances:

1. The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the **Juvenile Accountability Incentive Block Grant ACT of 1997**, as established by Public Law 105-119 and Title III of House Resolution 3, in 2004 renamed the **Juvenile Accountability Block Grant**; the **DPS Financial and Administrative Guide**; the current edition of the **Office of Justice Programs Financial Guide**; the current **JABG Grant Application Packet**; and all other applicable federal laws, orders, circulars, or regulations.
2. **Availability of Appropriated Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
3. **Evaluation:** The Applicant agrees to maintain the programmatic and financial records necessary to evaluate the effectiveness of the program.
4. **Reporting:** The Applicant agrees to submit monthly expenditure and performance reports to the Department of Public Safety by the 10th of each month. Additionally, the Applicant agrees to submit a year-end report summarizing the total annual outputs and outcomes. This year-end report must provide a comparison between the program's expected and actual progress toward meeting the stated goal and performance measurement targets. Furthermore, the Applicant agrees to submit the appropriate records in a timely manner as required in the **DPS Financial and Administrative Guide**.
5. **Administration:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the **Office of Justice Programs Financial Guide** and the current **JABG Application**. The Applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
6. **Personnel:** The Applicant assures that time/attendance records shall support any personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. These records must clearly show the hours worked and time spent specifically on this grant project. Job descriptions will also be maintained. Payroll records and time sheets shall be made available during monitoring visits.
7. **Travel/Training:** The Applicant agrees to follow the state of Missouri Travel Policies as set forth by the Office of Administration or those policies of the Applicant Agency; whichever is most restrictive. Applicant further agrees that expenditures for travel shall be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts must be provided. Incidentals are not eligible for grant reimbursement. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Travel costs may be reimbursed only after travel has been completed. Reimbursement of conference registration fees will not be provided until the conference has taken place. No indirect costs will be allowed. Approval must be obtained from the Missouri Department of Public Safety, Office of the Director, prior to attending any training/travel that is not specifically outlined in the approved budget. *Refer to the DPS Financial and Administrative Guide for more information regarding allowable travel costs and rates.*
8. **Supplies/Operating Expenses:** The Applicant assures that expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation, in the form of paid bills and vouchers, shall be provided to support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, curricula and other "miscellaneous items", not specifically outlined in the approved budget, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchase.

9. **Contractual Services:** The Applicant assures that the following general requirements will be followed when subcontracting for work or services contained in the proposal:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Rates exceeding \$450 (excluding travel and subsistence costs) per day requires written, prior approval from the U.S. Department of Justice. An 8-hour day may include preparation, evaluation, and travel time that may be included in calculating the day(s) for which a consultant may receive compensation.
 - c. A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon ratification.
 - d. Payments shall be supported by statements documenting the services rendered and the period covered.
 - e. Any contract or agreement for service(s) of \$3,000 or more, which is not entered into as a result of a competitive bid process (or if only one bid is received), shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
10. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with JABG funds administered by the Missouri Department of Public Safety, Office of the Director. Applicant is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records. The Applicant shall use and manage equipment in accordance with its procedures as long as the equipment is used for juvenile justice purposes. *See the DPS Administrative Guide section on Disposition of Personal, Non-Expendable Property.*
11. **Renovation/Construction:** The Applicant assures that it shall comply, and all its subcontractors shall comply with the provisions of the Office of Justice Programs Office of the Comptroller Financial Guide. Applicant further acknowledges that all construction/renovation projects require a local government match of which the federal award cannot exceed 50% of the total project cost and is matched on a dollar-for-dollar basis.
12. **Interest:** The Applicant assures that federal funds will not be used to pay interest or any other financial costs. The Applicant shall refund any interest earned on federal funds to the Missouri Department of Public Safety, Office of the Director.
13. **Non-Supplanting:** The Applicant assures that federal funds awarded will be used to supplement (add to) existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose. The Missouri Department of Public Safety, Office of the Director, may take corrective action as it deems necessary. Suspension of federal and/or state funds, suspension or debarment from federal and/or state grants, recoupment of monies provided under this grant, and civil and/or other criminal penalties may be imposed. Potential supplanting will be the subject of monitoring and an audit.
14. **Auditing:** The Applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues that may be identified by from OMB Circular A-133 audits (and any other audits of Office of Justice Programs grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the Office of Justice Programs Financial Guide, Chapter 19. The Applicant further agrees to provide an annual audit of their organization, if required, in accordance with the provision of the Office of Management and Budget Circulars applicable to their organization.
15. **Fiscal Procedures:** The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract. These records will clearly delineate other sources of revenue that may be utilized for this project and/or by this agency.
16. **Documentation:** The Applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice.



**The Missouri Department of Public Safety, Office of the Director
Juvenile Justice Program Certified Assurances
JABG Program**

17. **POST Certification:** If the Applicant is a law enforcement agency, the Applicant assures that the agency is in compliance with Sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2, states "any law enforcement agency which employs a peace officer who is not certified as required by Sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."
18. **UCR and Racial Profiling:** If the Applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo, relating to uniform crime reporting and Section 590.650, RSMO, relating to racial profiling.
19. **Media:** – When discussing the JABG Grant Program in print or electronic media, the subgrantee agrees to include an acknowledgement of the funding source similar to the following:

“This project was supported by funding made available through the Juvenile Accountability Block Grant Program contained in the Juvenile Justice and Delinquency Prevention Act administered by the Office of Juvenile Justice and Delinquency Prevention; the Missouri Department of Public Safety, Office of the Director; and the Missouri Juvenile Justice Advisory Group.”
20. **Anti-Lobbying:** The Applicant agrees to comply with the Anti-Lobbying Act (18 USC Section 1913) as amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 USC Section 1352. The Applicant further agrees to comply with any state anti-lobbying laws and guidelines.
21. **Debarment, Suspension, and Other Responsibility Matters (direct recipient):** The Applicant agrees to comply with all provisions as required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. Applicant further agrees to comply with any debarment, suspension, and other responsibility matters contained in states laws and guidelines.
22. **Non-Profit Organizations:** All nonprofit subrecipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service. The nonprofit Applicant certifies its 501(c)(3) status is recognized by the Internal Revenue Service and the Missouri Secretary of State and is in good standing.
23. **For-Profit Organizations:** Commercial organizations agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Furthermore, commercial organizations agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.
24. **Government Performance and Results Act (GPRA):** The Applicant agrees to collect data (on a quarterly, semi-annual, or annual basis, as requested) appropriate for facilitating reporting requirements established by Public Law 103-62 for the Government Performance and Results Act. The Applicant ensures that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.
25. **Right in Intellectual Property:** The Applicant understands that the Department of Justice reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of federal funds. See 28 CFR Sections 66.34, 70.36, and 37 CFR Part 401.
26. **Department of Justice Information Technology Standards:** The Applicant agrees that, as appropriate, all equipment and software developed under this project will comply with Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the Office of Justice Programs Standards Clearinghouse.

27. **Federal Funding Accountability and Transparency Act (FFATA) of 2006:** The Applicant agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006.
28. **Drug-Free Workplace (Grantees other than Individuals):** The Applicant agrees to comply with provisions, as required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.
29. **Drug-Free Workplace (Grantees who are Individuals):** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- a. As a condition of the grant, I certify that I or any employee of this agency will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I or any employee of this agency will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

and

Missouri Department of Public Safety
Office of the Director
Juvenile Justice Unit
P.O. Box 749
Jefferson City, MO 65102-0749

30. **Federal Standard Assurances:** The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-110, A-122, A-133 which may be found in 2 CFR, Parts 215-230 and OMB Circular A-102; E.O. 12372; and Uniform Administrative Requirements for Grants and Cooperative Agreements, 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted project. The Applicant assures and certifies that:
- a. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 - b. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 - c. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 - d. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR Parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR Section 175.15(b).
 - e. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 USC Section 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 USC Section 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 USC Section 4321).
 - f. If a governmental entity,
 - 1) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC Section 4601 et seq.), which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - 2) It will comply with requirements of 5 USC Sections 1501-08 and Sections 7324-28, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

31. **Controlled Substance Testing Policy:** The Applicant assures they have in place and can provide an established policy for controlled substance testing of appropriate categories of juveniles within the juvenile justice system prior to accepting JABG



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JABG Program**

funding. An official policy not to test at the local government level is a legitimate juvenile justice controlled substance testing policy. Said policy is a component of the JABG allocation application.

32. **Association of Community Organizations for Reform Now (ACORN):** The Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of Office of Justice Programs.
33. **Confidentiality and Human Subjects Protection:** Applicant agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject to informed consent.
34. **Civil Rights Compliance:** Applicant will comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, Office of Justice Program recipients may not discriminate on the basis of age in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English.

The Applicant will also comply, and will require any sub-grantees or contractors to comply, with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC Section 3789d); the Victims of Crime Act (42 USC Section 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC Section 5672(b)); the Civil Rights Act of 1964 (42 USC Section 2000d); the Rehabilitation Act of 1973 (29 USC Section 794); the Americans with Disabilities Act of 1990 (42 USC Section 12131-34); the Education Amendments of 1972 (20 USC Sections 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 USC Sections 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

35. **Faith-Based Organizations (FBO):** The Applicant agrees to comply with Executive Order 13279 which relates to the fair treatment of Faith Based Organizations (FBO's). The Executive Order and regulations also prohibit FBO's from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. *Please see the DPS Financial and Administrative Guide for more information.*
36. **Safe Streets Act:** The Applicant is aware that an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 USC Section 3789d(c), or other federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Opportunity Plan (EEO), 28 CFR Section 42.301-.308, and (2) submitting the OCR Findings and Discrimination (see 28 CFR Sections 42.205(5) or 31.202(5)).
37. **Suspension or Termination of Funding:** The Missouri Department of Public Safety, Office of the Director, reserves the right to suspend or terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, Office of the Director, become property of the state of Missouri. The contractor shall be entitled to receive just and equitable compensation for work completed prior to the effective date of termination.



Application

**08727 - 2012 - Juvenile Accountability Block Grant (JABG) - Final
 10220 - Boone County-Accountability Programs and Services
 Juvenile Accountability Block Grant (JABG)**

Status: Submitted **Submitted Date:** 06/04/2012 2:06 PM

Applicant Information

Primary Contact:

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Title First Name Last Name

Job Title: Superintendent

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Street Address 2:

***** Columbia Missouri 65202
City State/Province Postal Code/Zip

Phone:* 573-886-4450 Ext.

Fax: 573-886-4461

Organization Information

Applicant Agency: Boone County, 13th Circuit-Juvenile Division

Organization Type: Government

Federal Tax ID#: 436000349

DUNS #: 073755977

CCR Code: Valid Until Date

Organization Website: <http://www.courts.mo.gov/hosted/circuit13/>

Mailing Address: 5665 Roger I Wilson Memorial Drive

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*
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City State/Province Postal Code/Zip + 4
County: Boone
Congressional District: 09
Phone:* 573-886-4450
 Ext.
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Contact Information

Authorized Official

Authorized Official:* Mr. Dan Atwill
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 *
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Project Director

Project Director:* Ms. Marcia Hazelhorst
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Fiscal Officer

Fiscal Officer:*	Ms.	Nicole	Galloway
	Title	First Name	Last Name

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	City	State	Zip Code

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Project Contact Person

Project Contact Person:	Ms.	Marcia	Hazelhorst
	Title	First Name	Last Name

Job Title: Superintendent

Agency: Robert L Perry Juvenile Justice Center

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	Columbia	Missouri	65202
	City	State	Zip Code

Email: marcia.hazelhorst@courts.mo.gov

Phone: 573-886-4450

Ext.

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Non-Profit Chairperson

Non-Profit Chairperson:

	Title	First Name	Last Name
Job Title:			
Agency:			
Mailing Address:			
Street Address 1:			
Street Address 2:			
		Missouri	
	City	State	Zip Code
Email:			
Phone:			
		Ext.	
Fax			

JABG Project Summary

Application Type:

New- The application is being submitted as part of a competitive bid process and/or as part of a federal Pass-Thru Program.

Renewal- The application is being submitted to continue a project currently funded by the Department of Public Safety.

Continuation- Not applicable for 2011

Expand/Enhance- Not applicable for 2011 JABG

Application Type: New

Current Contract Number(s):

List all active contract numbers as assigned by the Department of Public Safety relating to the proposed project. If you have more than one active contract number, separate each number by commas.

Current Contract Number(s): 2010-JABG-LG-0001

JABG Purpose Areas:

To meet the scope and intent of the JABG, a state or local unit of government may use the funds for one or more of the following 17 specified program purpose areas.

HINT: To select more than one Purpose Area, hold down the Ctrl key and click each Purpose Area.

JABG Purpose Area(s): Accountability-Based Programs

Geographic Area:

Identify the geographic area to be served by the proposed project.

Geographic Area: 13th Judicial Circuit (Boone County and Callaway County)

Brief Summary:

Provide a brief summary of the proposed project and the services that will be offered. The information in the summary may be used for reporting and press releases if funded.

Brief Summary:

This project includes the following four components: Art Program, Music Program, Security/Monitoring Program, and Education and Programming Enhancement. The programs will serve to primarily hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants.

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal or State Share
Alison Bennett	Art Instructor	Retained	PT	\$462.62	26.0	100.0	\$12,028.12	10.0	\$1,202.81	\$10,825.31
Rebecca Buckler	Music Instructor	Retained	PT	\$66.09	26.0	100.0	\$1,718.34	10.0	\$171.83	\$1,546.51
							\$13,746.46		\$1,374.64	\$12,371.82

Personnel Justification

If personnel is not included in the budget, put N/A or leave this section blank.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Personnel Justification

Art Program Instructor: \$12,028.12 We are requesting funding to pay an art instructor for 14 hours per week, 47 weeks of the year, at an hourly rate of \$18.28. This is an increase in salary from the current grant year hourly rate which is \$17.92. Our county commission gave raises to county employees effective January 1, 2012. Given that our grant was already underway, it was decided to wait until this grant application to request the salary increase. The \$18.28 would remain the salary for the entire upcoming grant period. The instructor would have 5 weeks off during the grant period. The instructor's hourly salary was originally based on the starting salary of a teacher in the Columbia Public School District. In following years, we requested and received percentage increases in the hourly rate that corresponded with increases received in other state-funded programs. The program participants experience the self-gratification and increased self-esteem that results from being engaged in the creative process. Increased self-esteem leads to more accountable behaviors.

Job Description of Art Instructor: Provide instruction and assistance in various art mediums to juvenile law violators in placement at detention facility, who are behaviorally eligible to participate in the Art Program. Document number of participants/hours of participation monthly, for grant reporting purposes. Responsible for submitting orders for art supplies and following budget guidelines.

Experience/Certification: Bachelor of Science in Education: Art(K-12), Associate of Arts Degree, 1 year Co-teacher Tiger Artist, and Assistant Teacher with Access Arts.

Music Program Instructor: \$1,718.34 We are requesting funding to pay the music instructor for 2 hours per week, 47 weeks of the year, at an hourly rate of \$18.28. This is an increase in salary from the current grant year hourly rate which is \$17.92. Our county commission gave raises to county employees effective January 1, 2012. Given that our grant was already underway, it was decided to wait until this grant application to request the salary increase. The \$18.28 would remain the salary for the entire upcoming grant period. The instructor would have 5 weeks off during the grant reporting period. The instructor's hourly salary was originally based on the starting salary of a teacher in the Columbia Public School District. In following years, we requested and received percentage increases in the hourly rate that corresponded with increases received in other state-funded programs. Like the participants in the Art Program, we believe that the participants in the Music Program will experience the self-gratification and increased self-esteem that results from being engaged in the creative process. Increased self-esteem leads to more accountable behaviors.

Job Description of Music Instructor: Provide instruction and assistance in beginning piano (keyboard) to juvenile law violators in detention facility, who are behaviorally eligible to participate in the music program. Document number of participants/hours of participation monthly, for grant reporting purposes.

Experience/Certification: Bachelor of Science in Music Education and Master of Education in Music with additional graduate credit. Independent music teacher for 40 years. Accompanist for Department of Music, University of Missouri. Vocal music teacher for 9 years. High school piano and organ instructor for 24 years. Adjunct instructor, community college, for 2 years. Many honors and professional affiliations.

Personnel Benefits

Category	Item	Salary or Premium	Percentage or Number of Pay Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
FICA/Medicare	FICA/Date Range	\$12,028.12	0.0765	100.0	\$920.15	10.0	\$92.02	\$828.14
FICA/Medicare	FICA/Date Range	\$1,718.34	0.0765	100.0	\$131.45	10.0	\$13.15	\$118.31
					\$1,051.60		\$105.17	\$946.45
					\$1,051.60		\$105.17	\$946.45

Personnel Benefits Justification

If personnel benefits are not included in the budget, put N/A or leave this section blank.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Benefits Justification

\$1,051.60 for personnel benefits for the art and music instructors which is .0765 of their salaries to cover the cost of FICA/Medicare. This breakdowns to \$920.15 for the Art Instructor and \$131.45 for the Music Instructor.

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal or State Share
					\$0.00		\$0.00	\$0.00

Travel/Training Justification

If travel/training is not included in the budget, put N/A or leave this section blank.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Travel/Training Justification

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
ActivBoard with Projector (Includes shipping, installation, and 2-year warranty)	ActivBoard 178, 78	\$2,700.00	1.0	Haddock Corporation	100.0	\$2,700.00	10.0	\$270.00	\$2,430.00
Outdoor Security Camera	GE Outdoor Infrared Bullet Camera	\$215.00	1.0	Alarm Communication Center	100.0	\$215.00	10.0	\$21.50	\$193.50
Installation Cost	Installation/Set-up of Camera	\$0.00	0	Alarm Communication Center	100.0	\$0.00	10.0	\$0.00	\$0.00
ActivExpression Device	Inter-Active Voting Devices for Smart Board	\$89.00	5.0	Promethean	100.0	\$445.00	10.0	\$44.50	\$400.50
						\$3,360.00		\$336.00	\$3,024.00

Equipment Justification

If equipment is not included in the budget, put N/A or leave this section blank.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Equipment Justification

Security/Monitoring Program: \$215.00 We are proposing the addition of one camera in our parking lot that will allow us to monitor residents who are outside in the recreation area. Monitoring the actions of youths in the facility enables staff to hold juveniles accountable more quickly and easily and, at times, to determine exactly what happened in certain situations when that would not be possible otherwise. Monitoring the actions of visitors inside and outside the facility helps staff/security officers to maintain safety and security for residents, staff, and visitors. Additionally, videos may always be reviewed, e.g., to determine exactly what happened in an altercation between residents. The cost is fair market value.

Education and Programming Enhancement: \$3,145 The use of state-of-the-art technological devices that enhance the provision of educational and programming activities will engage youths more fully in these processes and broaden the scope of the programming that can be provided to them. An interactive smartboard/whiteboard is a large, interactive display that engages students with vivid images, video, and audio. It is strongly believed that the effect will be an enhanced programming experience with the possible and even likely outcome of having a greater impact on the youths in our care. We are proposing the addition of a smartboard/whiteboard in the boy's detention wing area of the facility as well as adding five voting devices that are used in conjunction with the smart board. These devices allow for students to answer questions during tests/quizzes and other interactive classroom activities. The cost is fair market value.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
Art Supplies for Art Program	Annually	\$525.83	1.0	100.0	\$525.83	10.0	\$52.58	\$473.25
Installation Cost	One-Time	\$32.75	1.0	100.0	\$32.75	10.0	\$3.28	\$29.48
					\$558.58		\$55.86	

Supplies/Operations Justification

If supplies/operations are not included in the budget, put N/A or leave this section blank.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Supplies/Operations Justification

Installation Cost: \$32.75 This amount will cover the installation/set-up of the security cameras.

Art Supplies: \$525.83 The amount requested for art supplies is \$525.83, please see the attached list of supplies to be purchased over this next grant period. Art supplies are required for our Art Program. Throughout the year, eligible residents are taught how to do many different types of projects, the main ones being pottery, weaving, wood burning, making jewelry, pen and ink drawings, and wood staining. However, there are many other art projects the participants are involved in, such as etchings, hand-made keychains, etc., The program participants experience the self-gratification and increased self-esteem that results from being engaged in the creative process. Increased self-esteem and successful, positive pursuits lead to more accountable behaviors. The costs are based on fair market

value and include shipping and handling.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal or State Share
					\$0.00		\$0.00	\$0.00

Contractual Justification

If contractual or consultant services are not included in the budget, put N/A or leave this section blank.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual Justification

Renovation/Construction

Item	Basis for Cost Estimate	Total Cost	Local Match %	Local Match Share	Local Match Share Amount	Federal or State Share
		\$0.00		\$0.00		\$0.00

Renovation/Construction Justification

Renovation/Construction Justification

Total Budget

Total Budget

Total Federal or State Share: \$16,845.00

Federal or State Share Percentage: 90.0%

Total Local Match Share: \$1,871.67

Local Match Share Percentage: 10.0%

Total Budget Minus Renovation/Construction

Total Federal/State Share: \$16,845.00

RequestPercentNegReno	90.0%
Total Local Match Share:	\$1,871.67
MatchPercentNegReno	10.0%
Total Renovation/Construction Budget	
Total Federal/State Share:	\$0.00
RequestPercentReno	0%
Total Local Match Share:	\$0.00
MatchPercentReno	0%
Total Project Cost:	\$18,716.64

Experience and Reliability

Experience and Reliability*

Provide a description that clearly establishes who is applying for funds. Summarize the services currently being provided by your agency. Do not include every issue the agency addresses, only those that may be impacted by this funding. Include the following:

- background information about the community you serve;
- the geographic location/jurisdiction you plan to serve; and
- demographics of the population in the location/jurisdiction served by your agency.

Provide examples of experiences that support your agency's ability to provide the proposed services. For example:

- recent accomplishments;
- statistical data on youth served;
- related services provided by your agency; and
- other accomplishments.

For all applicants, this section should clearly, but briefly, show the agency possesses the necessary skills, experience, and qualifications to achieve success if the proposal is funded.

*For Pass-Thru Applicants, include information about your coalition, its makeup, meeting dates, etc. Please refer to JABG Funding Opportunity Guidelines for definitions regarding the types of applicants eligible for this funding.

I. EXPERIENCE AND RELIABILITY

Applicant For Services:

Boone County is the government entity applying for Juvenile Accountability Block Grant funding; however, the funding would be used for services that would be provided at the Robert L. Perry Juvenile Justice Center. The Juvenile Justice Center serves youths from the 13th Judicial Circuit who are placed here by the court. Additionally, youths are placed here from other regional circuits that do not have facilities where youths in their jurisdictions can be housed and receive services. The Robert L. Perry Juvenile Justice Center is located in Columbia, Missouri, near Highway 63 and Prathersville Road, which is near Interstate 70 and easily accessible to residents of the 13th Judicial Circuit and other regional

circuits.

General Demographics Of The 13th Judicial Circuit (Boone And Callaway Counties) According To OJJDP 2010 Population Estimates

	Boone County #'s	Boone County %'s	Callaway County #'s	Callaway County %'s	TOTALS by #'s	TOTALS by %'s
Number of people	162,642	100%	44,332	100%	206,974	100%
Number of Juveniles, Ages 10 through 16	12,719	8%	3,996	9%	16,715	8%
	Boone County			Callaway County		TOTALS (approximate)
	# and %			# and %		
Caucasian, non-Hispanic	9,515 (75%)			3,608 (90%)		13,123 (78%)
Caucasian, Hispanic	526(4%)			100 (2%)		626 (4%)
Black	2,068(16%)			237 (6%)		2,305 (14%)
Asian	525 (4%)			22 (<1%)		547 (3%)
American Indian	85 (<1%)			29 (<1%)		114 (<1%)
Totals (and percentage of county population of juveniles, ages 10 through 16)	12, 719 (100%)			3,996 (100%)		16,715 (100%)

Summary Of Services Provided That Will Be Impacted By Funding

Art Program: The Art Program has been provided, through JABG funding, since February 2000.

Music Program: The Music Program has been provided, through JABG funding, beginning in the 2001-2002 grant year.

Security/Monitoring Program: The ability to monitor entrances to the facility and juveniles in the facility, in certain areas, began in the 2000-2001 grant year, through JABG funding.

Education and Programming Enhancement: The Education and Programming Enhancement has been provided, through JABG funding, beginning in the 2011-2012 grant year.

Ability To Provide Proposed Services: Examples Of Achieving Past Goals And Objectives Through JABG Funding

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Art Program	2000-2001	107	2284.50	Under 25%

	2001-2002	111	1926.50	Under 25%
	2002-2003	100	2294.50	Under 25%
	2003-2004	128	2358.25	Under 25%
	2004-2005	138	2273.25	Under 25%
The instructor's hours were cut significantly because of less funding available	2005-2006	115	960.50 (instructor had less hours)	Under 25%
The instructor's hours were cut significantly because of less funding available	2006-2007	79	713.50 (instructor had less hours)	Under 25%
The instructor's hours were increased by 4 hours a week	2007-2008	87	1093.25 (instructor's hours increased slightly)	Under 25%
	2008-2009	53 In this year, juveniles had to be on level 2 or 3 to participate; thus, number of youths decreased	1180.25	All programs, short-term: 28%; long-term: 16%
	2009-2010	149 Staff wanted more residents to be able to participate, so discretion was used in choosing youths who were not on level 2 or 3.	1248.25	All programs, short-term: 28%; long-term: 4%
	2010-2011	176	1458.5	All programs, short-term: 18%; long-term: 6%

During all of the years the Art Program has been in existence, hundreds of individual projects have been entered in the Boone County Fair, with the majority being awarded first place ribbons.

Youths on the program wing of the Juvenile Justice Center (those who are placed here on evaluation, short term care, or placement status) who are on Level 2 or Level 3 status are eligible to participate in the Art Program. Some residents who are level 1 may now participate, at the discretion of supervisory staff. In addition, inside Art Instruction is provided two days per week to those youth in detention.

	Grant Year That the Program Was	Number of Individual Youths Served	Program	Recidivism Information
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	Fully Implemented			
Security/Monitoring Program	2000-2001	N/A—cameras enabled staff to visually monitor entrances to facility	N/A	N/A
	2007-2008	Additional cameras allowed staff to review videos involving 15 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	Under 25%
	2009-2010	Additional cameras allowed staff to review videos involving 14 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	All programs, short-term: 28%; long-term: 4%
	2010-2011	Additional cameras allowed staff to review videos involving 20 residents, in order to determine the details of situations of inappropriate behaviors.	N/A	All programs, short-term: 18%; long-term: 6%

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Music Program	2001-2002	71	137	Under 25%
	2004-2005	64	766	Under 25%

Suppl. Grant				
	2006-2007		106	115 Under 25%
	2007-2008		77	169 Under 25%
The required reporting format changed in this year	2008-2009		43*	94 All programs, short-term: 28%; long-term: 16%
*The music instructor missed sessions because her parents had been injured in an auto accident				
*The music instructor missed sessions because of surgery and recuperation	2009-2010		76	74 All programs, short-term: 28%; long-term: 4%
	2010-2011		125	175 All programs, short-term: 18%; long-term: 6%

Keyboards were purchased in the 2001-2002 grant year and community volunteers were used for keyboard instruction. A music instructor was hired in January 2005, through a JABG supplemental grant and the position has been continued since then, through regular JABG funding.

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Drug Testing Program	2001-2002	218 tests—93 had positive results	N/A	Under 25%
	2002-2003	235 tests—111 had positive results	N/A	Under 25%
	2003-2004	328 tests—166 had positive results	N/A	Under 25%
	2004-2005	455 tests—224 had positive results	N/A	Under 25%
	2005-2006	487 tests—288 had positive results	N/A	Under 25%
For reporting and tracking purposes, only 13 th Circuit	2007-2008	255 tests—85 had positive results	N/A	Under 25%

<p>youths were included, although all youths were tested upon admission. Please note that we could not purchase drug tests until 11/07.</p>				
<p>The required reporting format changed in this year</p> <p>*For reporting and tracking purposes, only 13th Circuit youths were included, although all youths were tested upon admission. Please note that we could not purchase drug tests until January 2009.</p>	2008-2009	233* tests—69 had positive results	N/A	All programs, short-term: 28%; long-term: 16%
	2009-2010	191 tests – 75 had positive results	N/A	All programs, short-term: 28%; long-term: 4%
	2010-2011	194 tests – 84 positive results	N/A	All programs, short-term: 18%; long-term: 6%

Program	Grant Year That the Program Was Fully Implemented	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
Leadership RAP Program	2008-2009	39	140	All programs, short-term: 28%; long-term: 16%

Program	Grant Year That the	Number of Individual Youths Served	Number of Programming Hours Provided	Recidivism Information
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	Program Was Fully Implemented			
(Cognitive Behavioral Intervention) CBI Program	2009-2010	9	28.5	All programs, short-term: 28%; long-term: 4%

Juvenile Crime Enforcement Coalition

Some of the members of the coalition have changed throughout the years, but the members have represented the police, sheriff, prosecutor, state/local probation services, juvenile court, schools, business, prevention organizations, other social services, and other law enforcement, in the community. The coalition has met quarterly since its beginning. The proposed dates for the upcoming grant year are November 15, 2012; February 21, 2013; May 16, 2013; and August 15, 2013. The proposed members for the upcoming grant year are Police: Officer Steven McCormack, Columbia Police Department; Sheriff: Captain Greg Vandegriffe, Boone County Sheriff's Department; Prosecutor: Teri Armistead, Legal Counsel to the Juvenile Officer; State/Local Probation Services: Rick Gaines, Juvenile Officer of the 13th Judicial Circuit; Juvenile Court: Kathy Lloyd, Court Administrator; Schools: Vince Thompson, Alternative Programs Site Manager; Prevention Organizations: Eric Lawman, Chair, Religious Education Coordination Council; Other, Social Services: Janie Bakutes, Director, Rainbow House Regional Child Advocacy Center; and local business representative Amy Markel. Currently, we do not have a representative in the Other Law Enforcement category, but intend to fill that vacancy. (We have included a more comprehensive explanation on the page following the listing of the members of the coalition).

From the beginning, the coordinated enforcement plan has been simple and direct. Youths who have committed law violations and have subsequently become involved in the juvenile system are youths who are making poor choices and who are not accepting responsibility for the choices they make. Therefore, the primary goals of the programs and services for law violator juveniles who are in placement at the Robert L. Perry Juvenile Justice Center are to hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants. Lowering recidivism rates is the objective of this project. When juveniles learn to be accountable for their choices and replace poor decisions with good decisions, their rates of recidivism decrease.

Statement of the Problem

Statement of the Problem*

Clearly define the problem you propose to impact with the project proposed to be funded through JABG. Be specific and only include information relevant to this request.

Since part of the JABG funding is competitively bid, it is necessary for you to carefully articulate the problem you wish to address; demonstrate the need for funding; and provide supporting data.

This section must justify the need for the proposed services outlined in the Methodology section of your proposal. Use local data and other sources of information to define and describe the problem. Link the problem(s) to specific social and environmental factors.

Successful applicants will show a clear need for the proposed programming through a logical, concise, and complete evaluation of:

- *Local data pertaining to the source(s), history, current scope and dimension(s) of the problem;*
- *A definition of the target population (age, gender, educational performance, socioeconomic background, etc.);*
- *The risk and protective factors present within the proposed area of service;*
- *Trend analyses, forecasts, and/or other data relating to the problem(s);*
- *The comparison between available local, regional, and state data (utilizing graphs whenever possible) pertaining to the problem and level of incidence as evidenced by official statistics; (arrest statistics, school records, juvenile court referrals, etc.); and*
- *Current and/or recent local efforts to combat or address the problem and the results of those efforts.*

II. STATEMENT OF THE PROBLEM

The Problem We Are Trying To Impact

Our intended impact, as in past years, is to lower the rates of recidivism among law violator youths who are placed at the Robert L. Perry Juvenile Justice Center. It can be clearly seen in the Comparison of National, State, and Local Juvenile Offender Data that follows later in this section that a higher percentage of juveniles in Boone County and in the 13th Judicial Circuit as a whole are arrested for certain crimes than juveniles nationally or state-wide. This data from the FBI is for the year 2009, which is the most recent year for which the data can be obtained.

Specific Environmental And Social Factors Contributing To Recidivism

According to the Missouri Juvenile Risk Assessment (the use of which began locally in 2006), higher scores related to the following factors contribute to the likelihood of recidivism: 1) age at first referral; 2) number of prior referrals; 3) assault referrals; 4) history of placement; 5) peer relationships; 6) history of child abuse; 7) substance abuse; 8) school attendance/disciplinary problems; 9) parental management style; and 10) parental history of incarceration.

According to the Missouri Juvenile Needs Assessment (used locally beginning in 2006), higher scores related to the following factors contribute to the likelihood of recidivism: 1) behavior problems; 2) attitude; 3) interpersonal skills; 4) peer relationships; 5) history of child abuse or neglect; 6) mental health; 7) substance abuse; 8) school attendance/disciplinary problems; 9) academic performance; 10) learning disorder; 11) employment; 12) juvenile's parental responsibility; 13) health/handicaps; 14) parental management style; 15) parental mental health; 16) parental substance abuse; and 17) social support system.

Since 2005, we were not able to perform analyses of residents' risk and needs scores, because of limitations in extracting information from JIS. For calendar year 2011, we were able to utilize risk and needs data.

Risk Assessment Scores

A primary tool used by the Juvenile Division in delinquency and status offense cases is the Risk and Needs Assessment Form. A risk assessment is completed on a juvenile by the detaining deputy juvenile officer, upon the time of the juvenile's admission, and helps guide decision-making regarding disposition. On the risk assessment, a youth scoring 8 and above is considered to be high risk; a youth scoring 1 to 7 is considered to be moderate risk; and a youth scoring -3 to 0 is considered to be low risk. Following is data extracted from the risk scores for juveniles detained at the Juvenile Justice Center in 2011:

Definition Of Target Population

RISK LEVELS, Based on Risk Scores of Residents for the Year 2011:

Age at First Referral: 63% of residents had their first referral at age 12 or under.

Assault Referrals: 46% of residents had one or more prior or present misdemeanor assaults.

History of Child Abuse/Neglect: 33% of residents had a child abuse/neglect history.

History of Placement: 65% of residents had prior out-of-home placements.

Parental History/Incarceration: 50% of residents' parents had a history of incarceration.

Parental Management Style: The parental management styles of 37% of residents' parents were severely ineffective.

Peer Relationships: 56% of residents' peer relationships were a negative influence. 37% were a strong negative influence.

Prior Referrals: 96% of residents had one or more prior referrals.

School Attendance/Disciplinary: 40% of residents had moderate problems and 46% had severe problems.

Substance Abuse: 42% of residents had a moderate alcohol and/or drug abuse problem and 18% had a severe alcohol and/or drug abuse problem.

Needs Assessment Scores

A needs assessment is completed when the Juvenile Officer is going to provide some level of supervision and is used to assist with determining the level of programs/services that would best meet the youth's needs. Following is data extracted from the needs assessments completed on juveniles detained at the Juvenile Justice Center in 2011:

Definition Of Target Population

NEEDS LEVELS, Based on Needs Scores for the Year 2011:

Attitude: 52% of residents were generally uncooperative, defensive, not motivated to change; 28% of residents had a very negative attitude, were defiant, and resistant to change.

Behavior Problems: 56% of residents had moderate problems; 41% had severe problems.

Employment (this is scored only if the resident is 16 and not enrolled full-time in school, vocational training, or other education program): this did not apply to 92% of our residents.

Health/Handicaps: 3% had limited access to health care; 4% had a mild physical handicap or medical condition.

History of Child Abuse/Neglect: 37% had a history of child abuse/neglect.

Interpersonal Skills 66% had moderately impaired skills; 15% had severely impaired skills.

Juvenile's Parental Responsibility: 97% had no children.

Learning Disorder: 19% had a diagnosed learning disorder.

Mental Health: 34% had a mental health disorder with treatment; 11% had a mental health disorder

without treatment;

Parental Management Style: 41% of parents' management styles were moderately ineffective; 36% were severely ineffective.

Parental Mental Health: 19% of parents had a mental health history.

Parental Substance Abuse: 38% of parents had a substance abuse history.

Peer Relationships: 58% of peers were negative influences; 34% were strong negative influences.

School Attendance/Disciplinary: 43% of residents had moderate problems; 42% had severe problems.

Social Support System: 18% of residents had weak support with no positive role models; 9% had strong negative or criminal influence.

Substance Abuse: 44% had moderate alcohol and/or drug abuse problems; 15% had severe alcohol and/or drug problems/dependence.

Risk And Protective Factors Present In Proposed Area Of Service

The risk factors are described in the previous two sections, Specific Environmental and Social Factors Contributing to Recidivism, and Definition of the Target Population, which include 1) age at first referral; 2) number of prior referrals; 3) assault referrals; 4) history of placement; 5) peer relationships; 6) history of child abuse; 7) substance abuse; 8) school attendance/disciplinary problems; 9) parental management style; and 10) parental history of incarceration.

Protective factors that reduce the potential for youths committing law violations are strong social skills; negative attitudes toward crime; family attachment; parental monitoring of children's activities with peers; clear rules of conduct that are consistently enforced within the family; involvement of parents in the lives of their children; success in school performance; strong bonds with institutions, such as school and religious organizations; and adoption of conventional norms about crime. Other protective factors for the juveniles at the Robert L. Perry Juvenile Justice Center would include programming received while at the Center; supervision services through the Juvenile Officer after release from the Juvenile Justice Center; an adult family member or friend on whom the juvenile could rely as a stable influence, a concerned teacher, etc.

Trend Analyses, Forecasts, And Other Data Related To Problem

From what we can discern from national, state, and local data, the incidence of serious crimes committed by youths has decreased over the past several years in many areas. However, there is concern about the percentages of youths arrested for crimes in Boone and/or Callaway counties that are higher than the national or state percentages, according to data from 2009. With respect to property crimes, these appear to be on the rise nationally, statewide and locally in Boone County, however Callaway County noted a decrease in property crimes from 2007 to 2009.

Comparison Of National, State, And Local Juvenile Offender Data

This information was gathered from FBI Arrest Statistics, for the year 2009 (the most recent year available), found on the OJJDP web site. The figures below represent the estimated number of persons age 10 to 17, in the U.S., Missouri, Boone County, and Callaway County, who were arrested for noted offenses:

Violent Juvenile Crime Arrests	Boone	Callaway	Missouri	United States
2007	71	11	1,852	95,780
2008	74	9	1,734	95,040
2009	81	4	1,747	85,890
Property Juvenile Crime Arrests				
2007	458	63	10,793	413,000
2008	578	63	12,170	433,300
2009	594	35	11,893	417,700

With respect to juvenile referrals made to the Boone and Callaway county Juvenile Offices, they are showing a downward trend for the number of juvenile referrals received as shown in the table below:

Year	Juvenile Division Referrals				Circuit
	Boone		Callaway		
	#	%	#	%	
2011	2,061	77%	607	23%	2,668
2010	2,336	82%	504	18%	2,840
2009	2,560	84%	501	16%	3,061
2008	2,754	81%	631	19%	3,385
2007	2,983	83%	632	17%	3,615

Current And/Or Local Recent Efforts To Combat Problem And Results Of Efforts

The following information is based on local efforts to combat the problem of youths committing crimes. The data is taken verbatim from the “Family Court Services, Juvenile Division – Boone County – Callaway County - 2011 Annual Report.” These programs are all based on the philosophy of accountability and are provided to juveniles who are under the informal or formal supervision of the Juvenile Officer.

Community Service Work

8,624 hours of CSW were completed. To understand what impact this has on the community, the number of hours multiplied by the rate of compensation equal to the current minimum wage equals \$62,524 of benefit to the community.

Community Service Work for Restitution

Since all youths are not able to pay restitution to victims of crime, due to their age or lack of employment opportunities, the Juvenile Officer developed this program. Youths who are unable to pay restitution as ordered are assigned to perform CSW. The CSW is then calculated at minimum wage and that amount is paid to victims from a fund. 624 hours were completed in the program, which provided \$4,523.00 in restitution to victims who would not have otherwise received payment.

Restitution

Victims who have suffered a financial loss as a result of a crime committed by a youth receive restitution for their loss. \$20,354 in restitution was collected. This figure would include amounts collected for restitution ordered in previous years.

Cognitive Behavioral Intervention (CBI)

The Thirteenth Judicial Circuit Family Court adopted the Cognitive Behavioral Intervention Theory. Cognitive behavioral interventions are based on techniques and practices that work to change thinking (cognition) and behavior (actions). The underlying principle of cognitive behavioral intervention is that if we alter our thinking, our behavior will change. The names of the programs and numbers of successful participants follow: Options to Anger, 22; Thinking for a Change, 20; Why Can't I Stop?, 9; and Wings, N/A.

The remainder of programs was listed in the annual report as follows:

Number of Program Participants	2007	2008	2009	2010	2011
Abuse/Neglect Parent Education Program	N/A	N/A	25	39	26
Anger Management for Teens	36	7	8	N/A	N/A
Boone County Family Resources	28	44	21	11	4
Burrell Behavioral Health	40	44	23	22	22
Cage the Rage	133	91	47	N/A	N/A
*Consequence Program	N/A	N/A	N/A	150	145
Drug & Alcohol Program	106	98	49	N/A	N/A
Drug Testing	498	272	268	318	287
Employment Program	N/A	N/A	23	N/A	N/A
Evening Reporting Center (ERC)	N/A	N/A	N/A	N/A	58
Family Therapy Program	36	39	42	23	37
Intensive Intervention Model Program	45	31	30	27	30
Intensive Youth Anger Management	75	19	13	N/A	N/A
It's Your Life Program/How to Save a Life	60	17	45	5	16
*Shoplifter's Program	108	110	78	33	23
Social Skills Program	N/A	N/A	7	N/A	N/A
STD Prevention for Females	N/A	7	16	N/A	N/A
STD Prevention for Males	N/A	10	10	N/A	N/A
*Tobacco Program	40	16	22	5	5
*Victim Impact Panel	122	63	72	14	26

* In 2010, the Juvenile Officer implemented the Consequence Program. It is a one-time program for the juvenile and their parent/custodian. Eligibility for the program includes review of the referral and the juvenile's file to determine if the referral is legally sufficient; if the referral is the juvenile's only legally sufficient referral within the past six months; ensuring the juvenile has not previously been under the supervision of the Juvenile Officer; ensuring the juvenile is at least 13 years of age; and whether the offense is a status offense (excluding parental referrals), an offense of shoplifting, peace disturbance, minor in possession, trespassing, third degree assault, or a traffic offense for youths 15 ½ years old or younger. It should be noted that the number of juveniles referred to the Shoplifter's Program, Tobacco Program, and Victim Impact Panel have decreased due to the implementation of the Consequence Program.

Program Goal and Objectives

JABG Program Goal and Objectives *

Provide the single, overall, defined goal for this proposed project. Then provide the objectives (activities) that will be implemented in order to support and achieve that goal. Refer to the Performance Based Measures when developing the Goals and Objectives.

A goal is a broad-based statement that reflects an overall end result you are trying to attain. A goal must be clearly stated, realistic, and achievable. A project will usually have one broad based goal.

Example of a Goal:

To reduce the number of juveniles reoffending within the city of ABC.

Example of Supporting Activities:

- 1. To provide after school mentoring services to delinquent youth.*
- 2. Program youth will participate in the proposed site-based mentoring program and after- school academic recovery program.*
- 3. After the first month of services, youth and their families will meet weekly with the community services coordinator to review their progress.*

Program Goal

To lower the rate of recidivism by youths who participate in the proposed programs at the Robert L. Perry Juvenile Justice Center.

Supporting Activities

1. To provide art instruction to eligible youths on both the detention wing and program wing of the Juvenile Justice Center. Participation in the Art Program is an earned privilege based on effort and behavior.
2. To provide music instruction to eligible youths (those on the program wing, on all levels of the RLPJJC program, with supervisory approval). Participation in the Music Program is an earned privilege based on effort and behavior.
3. To provide an additional camera/audio equipment for security/monitoring services at the Robert L. Perry Juvenile Justice Center.
4. To provide a smartboard/whiteboard for use by Juvenile Justice Center staff and teachers, to enhance educational and programming presentations and promote greater involvement by residents in these services.

Methodology

Methodology*

The Methodology is considered the operational or "who, what, when and how" portion of the proposal. Include the proposed program and services to be provided through the use of JABG funds. Also include the rationale for this program selection and the anticipated impact it will have on the juvenile crime problem previously described in the Statement of the Problem.

Key topics to fully address the Methodology may include, but are not limited to:

- A full description of the services that will be provided by this project
- The geographic area to be served by this project
- Who will provide and receive services
- When the services will be provided
- Where the services will be provided
- How the services will be provided (include screening, assessment, and/or referral procedures)
- The organizations that will assist in the delivery of services and their roles
- The impact the program/services will have on your community.
- A three month implementation timeline (funded proposals must be operational within 90 days of October 1st)

Be sure to provide a clear and precise description of and explanation for the services proposed in this application.

IV. METHODOLOGY

Who Will Provide And Receive Services? Robert L. Perry Juvenile Justice Center staff (supervisors, caseworkers, teachers, program assistants, art instructor, and music instructor, depending on which service is being provided) will provide services to residents at the Juvenile Justice Center.

- Residents, visitors, staff, and security officers will receive services through the Security/Monitoring Program.
- Eligible residents on both the detention and program wings of the Juvenile Justice Center will receive services through the Art Program. Detention wing residents deemed eligible by supervisory staff will receive services on the detention wing. Eligible program wing residents will receive services in a separate building on the facility grounds; therefore, a resident must have outside privileges. Both detention and program wing residents must have earned the privilege of participation through effort and behavior.
- Program wing residents on all levels of the Robert L. Perry Juvenile Justice Center program are eligible to participate in the Music Program, but participation is dependent upon good behavior.
- Residents on the detention wing of the facility will be able to use a smartboard in school and JJC programming as well as residents on the program wing will continue to be able to use the smart board purchased out of the current grant.

The Services That Will Be Provided By This Project:

Art Program: Historically, only approved program wing residents could participate in the Art Program. In an effort to expand programming and services to youths, we have included youth in secure detention for participation in the Art Program, which is facilitated on the detention wing. We have been providing this service under the current grant since October 1, 2011 and it has been received with success and enthusiasm on the part of the detention wing residents.

During the school year, the Art Program takes place from noon to 1:00 p.m., on Mondays through Thursdays, and additionally from 2:15 p.m. to 3:15 p.m., on Tuesdays and Thursdays. A maximum of 5 to 6 residents may participate at one time. Detention wing residents will be provided art programming from noon to 1:00 p.m., on Tuesdays and Thursdays. During the summer, the Art Program takes place on Mondays through Thursdays, from noon to 1:30 p.m. on Mondays, and noon to 2:00 p.m., on Tuesdays, Wednesdays, and Thursdays. Additionally, there is a second session in the summer from 2:30 p.m. to 3:45 p.m., on Tuesdays, Wednesdays, and Thursdays. Program wing residents will have art classes during the early sessions on Mondays through Thursdays, and detention wing residents will have art classes during the later sessions on Tuesdays and Thursdays.

Throughout the year, residents are taught how to do many different types of projects, the main ones being pottery, weaving, wood burning, making jewelry, pen and ink drawings, and wood staining. The instructor teaches the participants about the color wheel (and how to mix colors to produce a color they may not have on hand), perspective, proportion, and composition. She has also introduced a weekly,

brief art history session, presenting information about a different artist or art movement each week. The Art Program takes place during 47 weeks of the year.

Music Program: The music program takes place on Thursdays and Fridays, from 3:30 p.m. to 4:30 p.m. The music instructor provides participants with beginner keyboard lessons, using electronic keyboards that were purchased through previous JABG funding. The program takes place on the program wing of the facility; therefore, even residents who have not earned outside privileges (which they must have to participate in the Art Program) may participate, as long as their behavior is appropriate. The Music Program takes place during 47 weeks of the year.

Security/Monitoring Program: The ability to monitor additional areas of the facility enables staff to hold juveniles accountable more quickly and easily and, at times, to determine exactly what happened in certain situations when that would not be possible otherwise (video tapes are available for review). Cameras enhance the safety and security of residents, staff, and visitors at the facility. We are proposing the addition of one camera outside in the parking lot that will focus on the outdoor recreation area. This will allow staff inside the building to also monitor youth while outside with staff. In the event of a problem or elopement, we will be able to have staff respond quicker in order to address the situation.

Education and Programming Enhancement: The use of state-of-the-art technological devices that enhance the provision of educational and programming activities will engage youths more fully in these processes, broaden the scope of the programming that can be provided to them--programming that is designed to lower rates of recidivism. We are proposing the addition of a smartboard/whiteboard in the detention wing area of the facility.

The Geographic Area To Be Served By This Project: The 13th Judicial Circuit (Boone and Callaway counties).

When The Services Will Be Provided: During a youth's placement at the Robert L. Perry Juvenile Justice Center.

How The Services Will Be Provided: The programs/services will be facilitated by Juvenile Justice Center staff and teachers, and provided during regularly-scheduled, daily programming, with the exception of the security/monitoring. The security/monitoring services will be in place at all times.

The Organizations That Will Assist In The Delivery Of Services And Their Roles: Since the Columbia Public Schools teachers assigned to the Juvenile Justice Center will be allowed to use the smartboard/whiteboard during school, they will be assisting in the delivery of services.

The Impact The Programs/Services Will Have On Your Community: Youths involved in the juvenile justice system have long been known to suffer from feelings of poor self-esteem, which can result from many factors (many of the factors have been noted in the Definition of the Target Population and The Risk and Protective Factors Present Within the Proposed Area of Service sections). Poor self-esteem often leads juveniles to have and maintain extreme feelings of incompetence and inadequacy. Those extreme feelings can cause youths to be unable to be as successful as they are capable of being in school, in social situations, and in interpersonal relationships. Feelings of poor self-esteem can cause competent youths to begin to care less about themselves, their families, their school performance, their friends, etc., until they often turn to activities in which they would not normally involve themselves: acts of delinquent and illegal behaviors, extreme sexual promiscuity, and/or substance abuse, etc. Youths who have been placed at the Robert L. Perry Juvenile Justice Center have obviously involved themselves in serious and/or repetitive acts of illegal behaviors. They are in primary need of obtaining assistance to develop more positive self-concepts. They are also in need of close monitoring, so they can be held quickly accountable for lapses in behavior, such as the monitoring that would be provided by additional security cameras. A positive self-concept will allow a youth to hold himself/herself more accountable and to facilitate a positive change in behavior. The Art Program and the Music Program afford youths the opportunities to experience positive self-expression and personal achievement, which

helps them to develop more positive self-concepts. The use of a smartboard in the classroom and during programming will enable youths to engage more fully in the educational and programming experience. Experience and research demonstrate that when youths change their problematic behaviors and begin to achieve success, their chances of permanently altering the negative behaviors are significantly increased.

Three-Month Implementation Timeline: Because of the cash match requirement, which comes from the Juvenile Justice Center budget, the purchase of the security cameras and the smartboard/whiteboard must be made after the start of the new budget year, which will begin on January 1, 2012. The other programs will continue seamlessly, because 1) we still have some art supplies to work with; and 2) the music program requires no supplies. This delay until January on some programs has occurred every year that Boone County has received JABG funding.

Coordination of Services

Coordination of Services*

Explain how this applicant agency will collaborate with other service providers in the community that serve the target population.

For example,

- *Who are other service providers in the community?*
- *How will the applicant agency avoid service duplication?*
- *How will referrals be obtained and shared?*
- *Does the applicant agency have formal agreements in place with these other services providers?*
- *Will the applicant agency set up formal agreements with the other services providers?*

And so forth.

We will not collaborate with other established agencies and programs in the community. Service duplication is avoided by the fact that youths would receive these specific services when they are placed at the Robert L. Perry Juvenile Justice Center.

Performance Measure Acknowledgment

I have reviewed the performance measures for the OJJDP purpose area identified in this application and agree to collect the necessary data to report on the mandatory performance measures associated with that purpose area. Yes

Evaluation

Evaluation*

Restate the Goal, Objectives, and Performance Measures for this project. Keep in mind that the Performance Measures chosen must be tied to the Goal and Objectives for the proposed project.

For each, indicate the procedures to be utilized by your agency to collect and report on the data necessary to measure the progress and success of the project. Keep in mind that the Performance Measures are set by the Office of Juvenile Justice and Delinquency Prevention and that data must be collected on a continuous basis and reported to the Department of Public Safety monthly.

Also include information related to the implementation and achievements of the project to date. Reference the program's goal,

supporting activities, three-year plan, and performance based measures to provide a logical, detailed, data-driven explanation of how the program achieved success during its first or second year. If the program did not achieve success in terms of numbers, please provide an explanation why, what steps have been taken to increase the likelihood of success during the up-coming year, and why the program should continue to be funded.

This accountability project includes the following four components: Art Program, Music Program, Security/Monitoring Program, and Education and Programming Enhancement. The goals are to hold youths accountable, help them learn ways to make better choices and change their behaviors, and increase their self-esteem. All should have the predicted effect of lowering recidivism rates among the participants. Lowering recidivism rates is the objective of this project.

As previously mentioned, we have operated this program now for several years. The following provides a highlight of last year's grant:

176 residents participated in 1,458.50 hours of Art Instruction and 125 youth participated in 175 hours of keyboard instruction. Our short term recidivism rate was 18% and our long-term rate was 6%.

Below are the Mandatory Core Performance Measures which we will track and provide data to the best of our ability:

1. Number and percent of programs/initiatives employing evidence- based programs or practices.

We currently as a practice provide Cognitive Behavioral Intervention Programs on a regular basis in addition to participating in the Juvenile Detention Alternatives Initiative. We can provide the total number of programs provided each month.

2. Number and percent of youth with with whom an evidence-based program or practice was used.

We currently track the number of CBI programs provided along with the number of youth who participated. Total hours of programming is also tracked and can be provided.

3. Number of program youth and/or families served during the reporting period. A spreadsheet is kept with this information and can be easily reported.

4. Number and percent of program youth completing program requirements. This information is also kept on a spreadsheet. Youth are determined to have completed the program upon them existing the detention center and returning to community supervision.

5. Number and percent of program youth who offend (short term). All of the youth who are active participants in our program are residents in our juvenile detention center and will therefore have already committed a delinquent offense upon entry to the facility. This will be the number of participants in the program and kept in a spreadsheet.

6. Number and percent of program youth who offend (long term). This will be the number of youth who after six months of participating in the program have not committed a new offense. We maintain a list of all program participants and use the CMIPCHI screen in JIS to track new offenses.

7. Number and percent of program youth who re-offend (short term). This is data that has been kept on previous grants and will continue to be provided. As previously mentioned, a list of all program participants is kept in a spreadsheet and we use the CMIPCHI screen in JIS to track the recidivism of each program participant, monthly.

8. Number and percent of program youth who re-offend (long term) This is data that has been kept on previous grants and will continue to be provided. We will maintain a list of all program participants and use the CMIPCHI screen in JIS to track the recidivism of each program participant, monthly.

9. Number and percent of program youth who are victimized (short term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been victimized.

10. Number and percent of program youth who are victimized (long term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been victimized. Most of this data will likely come from our victim advocate unless a resident returns to the detention center during this time frame.

11. Number and percent of program youth who are re-victimized (short term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been a victim on more than one occasion during the reporting period.

12. Number and percent of program youth who are re-victimized (long term). We will use self-report from our residents in addition to information obtained from our victim advocate in order to report which residents have been re-victimized. Most of this data will likely come from our victim advocate unless a resident returns to the detention center during this time frame and we are able to collect this information.

13J. Number and percent of program youth who have exhibited a desired change in anti-social behavior (short term). This will be objectively measurable for program wing youths, by comparing the level they had attained at their times of release compared to the level at times of admission. This will be reported monthly and annually by the secretary who reports on the performance measures.

The following output and outcome measures will also be reported on:

Output Measure-

298. Number of people trained during the reporting period This will be the number of people receiving any formal training relevant to the program or their position as program staff. Administrative staff keeps a training log for each staff which includes the total number of staff trained.

302. Number of planning or training events held during the reporting period This will be the number of planning or training activities held during the reporting period. Administrative staff also includes this information on the training log and will reported monthly.

Outcome Measure-

307. Number of supervision meetings per youth per month: This will be the number of times Juvenile Justice Center caseworkers meet with youths assigned to their caseloads during the month. Caseworkers will report this information monthly and annually. We will then figure the average number of meetings for residents and will report this information.

DMC Efforts

DMC Efforts

The 2009 Relative Rate Index for African Americans for referrals for Boone County is 7.28, which means that African American youth in Boone County were referred to the juvenile court system 7.28 times more than their white counterparts. For all other minorities the Relative Rate Index is 4.82. Since July of 2011, we have had a DMC Committee that is focusing on reducing our disproportionate minority contact. Since October of 2011, we have worked with State DMC Coordinator Carolyn Kampeter in assisting us with developing a MOU with the Columbia Public School System in Boone County. It was at the school level point of referral, that we were seeing the most disparity. We are close to finalizing an MOU and hope to implement it during the 2012-2013 school year. We have also been a JDAI site since October of 2009 and have been using the Juvenile Detention Alternatives Assessment since January of 2010 to guide our decision on whether or not to detain. So far in 2012, we have an eligible release override rate of 2%.

Non-Supplanting

Non-Supplanting*

Address the issue of supplanting as it pertains to this grant application.

Supplanting applies to public, governmental, and non-profit agencies. If you are requesting funds for existing costs not covered previously through JABG funds, address in detail how using the proposed JABG funds for the existing costs would not constitute supplanting. These federal funds are not intended to replace local funds or other state/federal funds.

Provide enough information to ensure that the reviewer knows that you have a thorough understanding of supplanting.

This funding will not supplant existing funding. These programs have been sustained through JABG funding since they began. We acknowledge that federal funds will be used to supplement existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose.

Certification of Local Match

Agency Name	Source	Amount
Boone County	Robert L. Perry Juvenile Justice Center Budget	\$1,871.67
		\$1,871.67

Audit Requirements

Date last audit was completed: June 27,2011
Date(s) covered by last audit: 1/1/2010 to 12/31/2010
Last audit performed by: Rubin Brown LLP
Phone number of auditor: 314-290-3300
Date of next audit: June 30, 2012

Date(s) to be covered by next audit: 1/1/11 to 12/31/11
Next audit will be performed by: Rubin Brown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government and/or federal funds passed through state agencies.*

*The **State Amount** refers to funds received directly from the state of Missouri, not including federal pass-thru funds.*

Federal Amount: \$1,993,733.00
State Amount: \$2,722,382.00

JABG Controlled Substance Testing Policy Form

must be submitted in the Required Attachments section of the applicaton.

It is hereby certified Applicant Agency does not have direct responsibility for the controlled substance testing practices and policies of juveniles within the juvenile justice system. No

It is hereby certified that the Applicant Agency has implemented a controlled substance testing policy of appropriate categories of juveniles within the juvenile justice system. A copy of said policy is attached to this application. Yes

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Title: Presiding Commissioner
Authorized Official Name: Dan Atwill
Date: 05/24/2012

Required Attachments

Attachment	Description	File Name	Type	File Size
Organizational Chart(s)	Robert L. Perry Juvenile Justice Center Organizational Chart	org chart.doc	doc	37 KB
Job Description(s) (if applicable)	Job descriptions of art and music instructors.	job descriptions.doc	doc	26 KB
2 Letters of Support	Letters of Support for JABG Grant	letter of support.PDF	PDF	543 KB
Resume(s) (if applicable)	Personnel Resumes	Personnel Resumes.PDF	PDF	841 KB
Memorandum(s) of Understanding (if applicable)	Not applicable.	MOU's.doc	doc	24 KB
Juvenile Crime Enforcement Coalition Form	Juvenile Crime Enforcement Coalition members.	Juvenile Crime Enforcement Coalition.doc	doc	47 KB
Current Copy of 501(c)(3) (if applicable)	Not applicable.	501.doc	doc	24 KB
Contract(s) (if applicable)	Not applicable.	Contracts.doc	doc	24 KB
Controlled Substance Testing		JABG CONTROLLED SUBSTANCE		

Policy (if applicable) Controlled Substance Testing Policy TESTING POLICY.doc doc 25 KB

Other Attachments

File Name	Description	File Size
art supplies.doc (51 KB)	List of Art Supplies to be purchased for Art Program	51 KB

Application Certified Assurances Form

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following if the funding is awarded:

JABG Certified Assurances

I am aware that failure to comply with any of the grant guidelines could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance.

I have read and agree to the terms and conditions of the Juvenile Accountability Block Grant. Yes

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Title: Boone County Presiding
Commissioner

Authorized Official Name: Dan Atwill

Date: 05/24/2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

11th

day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to purchase wireless microphones:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	General Fund	4,500.00	
1230	92300	Jury Services	Replace Machinery/Equip.		4,500.00

Done this 11th day of September, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

			Budget Revision
			8/23/2012
		From 1123-86800	
		To 1230 - 92300	<u>\$4,500.00</u>
		Current Budgeted amount for replacing mics	\$0.00
		Estimate to replace wireless mics	\$4,440.32
		Current Shortage	(\$4,440.32)
		Budget Revision	4,500.00

314 Nebraska, Columbia, MO 65201-3961

PHONE: (573) 875-1516 | FAX: (573) 874-0055 | www.techelectronics.com

Request No.	Line No.	Order Type	Created	Created By
SQ1206260001	1	Sales Quotation	6/26/2012 at 8:52 AM	John Braun

Bill To Boone County Courthouse 701 East Walnut Columbia, MO 65201	Ship To Boone County Courthouse 701 East Walnut Columbia, MO 65201
--	--

Customer PO#:	Sales Rep.: John Braun	Exempt Code: 12464848
Requestor: Steve Smith	Phone: 573-886-4059	Fax:

Scope of Work

Customer requested quote to replace Wireless Microphone system for two existing Microphones. Price shown is for cost effective solution (SLX) and high end solution (ULX). Once a decision has been made, new quote showing only system chosen will be provided.

Qty	Part Number	Description	Unit Price	Total Price
2.00	SLX14-G5	Microphone System, Wireless, UHF Frequency Agile Body	\$555.04	\$1,110.08
2.00	ULXS14-J1	Microphone System, Wireless, Frequency Agile Body Pack	\$736.16	\$1,472.32

*2 ea.
per
room.*

◊
 Cost each Courtroom 1,110.08 X
 # of Courtrooms replaced 4 =
 4,440.32 *
 0.00 *

Subtotal:	\$2,582.40
Special Freight:	\$0.00
Tax:	\$0.00
Total:	\$2,582.40

Note: The total does not reflect final shipping charges. Actual shipping charges will be added to the invoice.

X
Customer Signature

This report contains information that (a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) is intended only for the use of the party(s) named herein. Parties other than the intended recipient are hereby notified that reading, using, copying, or distributing any part of this report is strictly prohibited.

2012 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2012	Original budget			750,000		750,000	Original budget
3/5/2012	Insurance Claim Activity	1195	92400 Replacement Auto/Trucks		(20,860)	729,140	To cover shortage in budgeted amount for new intercom system for
4/17/2012	Juvenile Justice Center	1242	92300 Replacement Mach. & Equip.		(2,682)	726,458	To cover shortage in budgeted amount for new intercom system for
5/7/2012	Insurance Claim Activity	1195	91300 Machinery & Equipment		(1,993)	724,465	To cover police vehicle replacement
6/8/2012	Auditor	1110	1XXX Personnel		(10,850)	713,615	Reclassification of office specialist to account specialist, increase
6/20/2012	Insurance Claim Act.	1195	92400, 91300, 71016		(11,187)	702,428	To cover costs to replace 2 SD Vehicles totaled in accidents
6/28/2012	GIS - County	1176	1XXX Personnel		(3,724)	698,704	To cover salary increase for GIS Manager
7/23/2012	County Counselor	1126	1XXX Personnel		(5,707)	692,997	To cover salary increase for County Counselor
8/30/2012	Jury Services & Court Cos	1230	92300 Replacement Mach. & Equip.		(4,500)	688,497	Cover cost of replacing microphones in 4 courtrooms
8/31/2012	Non-Departmental	1190	71101 Professional Services		(1,000)	687,497	Pay for realtor fees associated w/ lease on 609 Walnut
						687,497	
						687,497	
			Total	<u>750,000</u>	<u>(62,503)</u>	<u>687,497</u>	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 11th day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Job Classification Committee recommendations establishing a "County Surveyor" position (class code 3013) on pay range 44 and deactivating the Lead Surveyor classification (class code 3012) on pay range 39.

Done this 11th day of September 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director



613 East Ash
Columbia, MO 65201
(573) 886-4395

September 5, 2012

TO: Dan Atwill, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty Dickneite, Chairperson
Job Classification Committee

RE: Recommendations from Job Classification Committee re County
Surveyor position

The Job Classification Committee met on September 5th, 2012 to review and discuss a request to upgrade the Lead Surveyor position on pay range 39 to a "County Surveyor" position on pay range 44. The Job Classification Committee members unanimously* agreed to bring forward the following recommendations to the Commission:

Establish a "County Surveyor" position classification (class code 3013) on pay range 44 and deactivate the Lead Surveyor classification (class code 3012) on pay range 39.

Pay range 44 has a minimum of \$38,612, midpoint of \$48,265, and a maximum of \$57,918.

Should you have any questions, please let me know.

*Job Classification Committee Members present – Wendy Noren, June Pitchford, Dwayne Carey, Dan Atwill and Betty Dickneite.

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

11th day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to pay for realtor fees associated with the lease on 609 Walnut:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	1,000.00	
1190	71101	Non-Departmental	Professional Services		1,000.00

Done this 11th day of September, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

8/31/12

EFFECTIVE DATE

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency & Contingency	Emergency	1,000	
1190	71101	Non- Departmental	Professional Services		1,000
				<u>1,000</u>	<u>1,000</u>

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

To pay for realtor fees associated with the lease on 609 Walnut.

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

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Commission

Auditor's Office

PRESIDING COMMISSIONER
DISTRICT I COMMISSIONER
DISTRICT II COMMISSIONER

Maly Commercial Realty, Inc.

213 N. Stadium Boulevard, Suite 203
Columbia, MO 65203

Boone County

INVOICE	
DATE	INVOICE #
8/23/2012	MCR03-247

1190-71101

Prof. Svcs.

	AMOUNT
RE: 609 Walnut	
\$2,310 X 12 months X 5 years = Total Commission due = \$1,940.40	1,940.40
Thanks	
Thanking you in advance for your prompt payment. Should you have any questions, please contact our office. Tax Id # 43-1761609	Total \$1,940.40

Payments/Credits	\$0.00
Balance Due	\$1,940.40

Phone #
(573)-443-3200

SUBLSCK BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN

Year	2012	Original Appropriation	101,500.00
Dept	1190 NON-DEPARTMENTAL	Revisions	
Acct	71101 PROFESSIONAL SERVICES	Original + Revisions	101,500.00
Fund	100 GENERAL FUND	Expenditures	95,154.86
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	95,154.86
Account Type	E EXPENSE	Remaining Balance	6,345.14
Normal Balance	D DEBIT	Shadow Balance	6,345.14

Expenditures by Period

January	_____	July	_____
February	_____	August	35,154.86
March	6,500.00	September	_____
April	2,500.00	October	_____
May	_____	November	_____
June	51,000.00	December	_____

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

0.0

6,345.00 +
5,400.00 -
945.00MT

— for Robin Brown - Audit
of 2 major fed. programs

Additional \$1,000
needed for Mary
Commercial Realty

1940.40

0.0

Mary - 1,940.40 +
71101 Bal 945.00 -

995.40MT

