

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of July

20 15

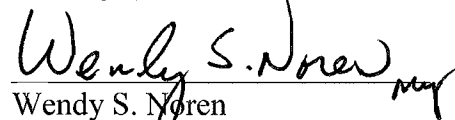
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department to replace jail water heaters.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	29,420	
1256	92200	Sheriff/Corrections Bldg. HK/Maintenance	Repl. Buildings & Improv		29,420

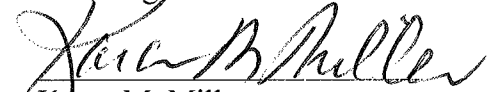
Done this 16th day of July, 2015.

ATTEST:

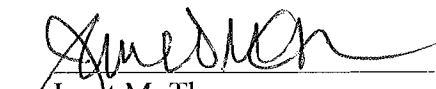
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller

District I Commissioner

  
Janet M. Thompson

District II Commissioner



# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

---

TO: Leasa Quick  
Budget Administrator  
Sheriff Department

FROM: Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

DATE: June 23, 2015

RE: Bid Award Recommendation – 36-22JUN15 – Water Heater(s) for the Boone  
County Sheriff

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

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 1256

Account Number: 92200

Budgeted: \$ 0

Preparing a Budget Amendment?

NO, it will require a budget revision - copy attached!

Award Bid by low bid to J. Louis Crum

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

Administrative Authority Signature: [Signature] Date: 6-23-2015

**36-22JUN15 - WATER HEATER(S) FOR THE BOONE COUNTY SHERIFF**

BID TABULATION		J. Louis Crum		
Item #	DESCRIPTION	Quantity	Unit Price	Total
6.1.1.	Base Bid: for quantity of (1) New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	1	\$13,133.00	\$13,133.00
	Labor to install Base Bid Equipment	20	\$83.00	\$1,660.00
	Total: Equipment + Labor			\$14,793.00
6.1.2.	Alternate Bid: for quantity of (2) Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	2	\$13,133.00	\$26,266.00
	Labor to install Base Bid Equipment	38	\$83.00	\$3,154.00
	Total: Equipment + Labor			\$29,420.00
<p>If bidding an equivalent, complete section below. Bidder may submit pricing for both the name brand and an equivalent. County will award based on "best bid" for the County, not determined by price alone (per section 1.4).</p>				
6.1.3.	Alternate Bid for Equivalent: for quantity of (1) Water Heater: batyrak gas 85 gallon with power flame burner	1	NB	NB
	Labor to install Equipment			
	Total: Equipment + Labor			
	Brand Name			
	Model #:			
6.1.4.	Alternate Bid for Equivalent: for quantity of (2) Water Heater: batyrak gas 85 gallon with power flame burner	2	NB	NB
	Labor to install Equipment			
	Total: Equipment + Labor			
	Brand Name			
	Model #:			
6.2	Calendar days after receipt of Purchase Order and Notice to Proceed to furnish, deliver, and install Equipment.	60		
6.3	List all Sub-Contractors used on this project.	ZUMALT INSULATION		
6.4	Describe warranty on equipment and labor (or attach description)	A.O. SMITH WATER HEATER WARRANTY (ATTACHED) J.L. CRUM ONE (1) YEAR WARRANTY ON LABOR		
6.5	Is Bidder an approved/certified installer by the manufacturer?	YES		
6.6	List deviations to the required specification/scope of work	NONE		
6.7	State date that equipment and labor proposed above is firm through.	90 DAYS		



# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

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20 15

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

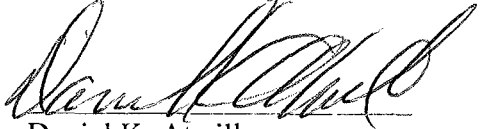
Now on this day the County Commission of the County of Boone does hereby award bid 36-22JUN15 – Water Heaters for the Boone County Sheriff to J. Louis Crum Corporation of Columbia, MO.

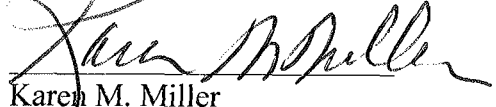
The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

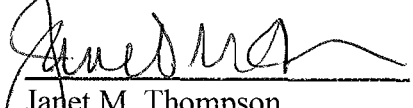
Done this 16th day of July, 2015.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

301-2015

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 6, 2015  
RE: Bid Award Recommendation: *36-22JUN15 - Water Heaters for the Boone County Sheriff*

Request for Bid *36-22JUN15 - Water Heaters for the Boone County Sheriff* closed on June 22, 2015. One bid was received. Recommendation for award is J. Louis Crum Corporation of Columbia, Missouri.

Total cost for two water heaters is \$29,420 and will be paid from 1256 – Sheriff/Corrections Building HK/Maintenance, account 92200 – Replacement Buildings & Improvements.

A Budget Revision and Purchase Requisition are attached.

cc: Bid File  
Chad Martin, Leasa Quick, Sheriff Carey / Sheriff Department

301-2015

**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 **J. Louis Crum Corporation** (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 36-22JUN15  
WATER HEATER(S) FOR THE BOONE COUNTY SHERIFF  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document. The contract award for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete water heater(s) for the Boone County Sheriff for the following pricing:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	2	\$13,133	\$26,266
Labor to install	38 hrs.	83.00	\$3,154
<b>TOTAL</b>			<b>\$29,420</b>

Contractor agrees to complete the above work within **90 days** after receipt of Purchase Order and Notice to Proceed from the Purchasing Department.

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

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response / Pricing Page
- Work Authorization Certification
- Debarment Certification
- Prior Experience
- Annual Wage Order #22, dated 06/09/15
- Standard Terms and Conditions
- Insurance Requirements



Addendum #1  
Affidavit of Compliance with OSHA  
Affidavit of Compliance with Prevailing Wage Law Form  
J. Louis Crum Corporation Bid Response dated 06/22/15

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

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents(60 days after receipt of Purchase order and Notice to Proceed) or such additional time as may be allowed by the Project Manager under the contract.

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

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

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

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

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

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

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

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

301-2015

The Owner agrees to pay the Contractor in the amount:

**Twenty Nine Thousand Four Hundred Twenty Dollars and Zero Cents (\$29,420.00)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7-16-15  
at Columbia, Missouri. (Date)

CONTRACTOR:  
J. LOUIS CRUM CORPORATION  
By: [Signature]  
Authorized Representative Signature

OWNER:  
BOONE COUNTY, MISSOURI  
By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

By: DONALD R FRITZ  
Authorized Representative Printed Name  
Title: PRESIDENT

Approved as to Legal Form:  
[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:  
[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.)

1256-92200- \$29,420.00

Jane Pitchford by jx July 16, 2015  
Signature Date Appropriation Account



**AFFIDAVIT 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

**6. Response/Pricing Page**

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish, delivery, install the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).


Company Name: J Louis Crum Corporation

Address: 1312 N Creasy Springs Rd  
Columbia, MO 65202

Telephone: 573-443-2488 Fax: 573-443-3469

Federal Tax ID (or Social Security #): 43-0746653

Print Name: Donald R Fritz Title: President

Signature:  Date: 6-22-15

E-Mail Address: donf@jlcum.com

**6.1. Pricing**

**Pricing** – The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. 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.

The County plans to replace one (1) water heater as soon as possible, and may replace two (2) depending on proposed pricing and budget.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
6.1.1.	<b>Base Bid: for quantity of (1)</b> New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	1	\$ 13,133.00	\$13,133.00
	Labor to install Base Bid Equipment	20	83.00	\$ 1,660.00
	Total: Equipment + Labor			\$14,793.00
6.1.2.	<b>Alternate Bid: for quantity of (2)</b> New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	2	\$ 13,133.00	\$26,266.00
	Labor to install Alternate Bid Equipment	38	83.00	\$ 3,154.00
	Total: Equipment + Labor			\$29,420.00
If bidding an equivalent, complete section below. Bidder may submit pricing for both the name brand and an equivalent. County will award based on "best bid" for the County, not determined by price alone (per section 1.4).				
6.1.3.	<b>Alternate Bid for Equivalent: for quantity of (1):</b> Water Heater: natural gas, 85 gallon with power flame burner	1	\$ none	\$ none
	Labor to install Equipment			\$
	Total: Equipment + Labor			\$
	Brand Name:			
	Model #:			
6.1.4.	<b>Alternate Bid for Equivalent: for quantity of (2)</b> Water Heater: natural gas, 85 gallon with power flame burner	2	\$ none	\$ none
	Labor to install Equipment			\$
	Total: Equipment + Labor			\$
	Brand Name:			
	Model #:			

6.2. Equipment shall be furnished, delivered and installed 60 calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

ZUMALT INSULATION

6.4. Describe warranty on equipment and labor (or attach description):

\_\_\_\_\_  
A.O SMITH WATER HEATER WARRANTY (ATTACHED)

\_\_\_\_\_  
J.L. CRUM ONE (1) YEAR WARRANTY ON LABOR

6.5. Is Bidder an approved/certified installer by the manufacturer?  Yes  No

6.6. List any deviations to the required specifications/scope of work:

\_\_\_\_\_  
NONE

6.7. State date that pricing is firm through for the equipment and labor proposed above. If County decides to only purchase one (1) now, we'd like to purchase another unit for furnishing, delivery and installation in January 2016. 90 DAYS



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

County of Boone )

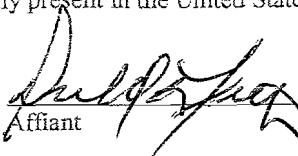
State of Missouri )

)ss

)

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


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

 6-22-15  
Affiant Date

Donald R Fritz  
Printed Name

Subscribed and sworn to before me this 19 day of June, 2015

**NANCY M. SCHOELLIG**  
Notary Public - Notary Seal  
State of Missouri  
County of Callaway  
My Commission Expires February 2, 2019  
Commission #15505679

  
Notary Public  
Nancy Schoellig

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

Company ID Number: 204532

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 204532

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 J. Louis Crum Corporation

Donald R Fritz

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

04/08/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

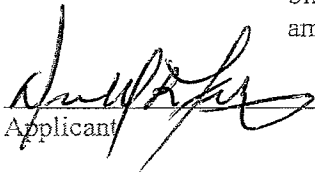
04/08/2009

Date

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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



Applicant

6-22-15  
Date

Donald R Fritz, PE  
Printed Name

(Please complete and return with Bid)

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)

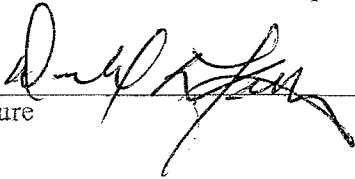
- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department 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.

Donald R Fritz, PE, President

---

Name and Title of Authorized Representative

Signature



6-22-2015

Date

**EXHIBIT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: BOONE COUNTY PUBLIC WORKS  
Address: BOONE COUNTY ANNEX  
613 E. Ash, Room 106  
Columbia, MO 65201  
Contact Name: Bob Davidson  
Telephone Number: (573) 886-4400

Date of Contract: none  
Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name: US GEOLOGICAL SERVICES  
Address: 4200 NEW HAVEN ROAD  
COLUMBIA, MO 65201  
Contact Name: Steve Culley  
Telephone Number: (573) 876-1807

Date of Contract: RENEWABLE  
Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name: COMMERCE BANK  
Address: 2000 BERNADETTE  
COLUMBIA, MO 65203  
Contact Name: Chris Monte  
Telephone Number: (573) 886-5655

Date of Contract: RENEWABLE  
Length of Contract: 10 YEARS

**Description of Prior Services (include dates):**



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 36-22JUN15 – Water Heater(s) for the Boone County Sheriff**

**ADDENDUM #1 - Issued June 18, 2015**

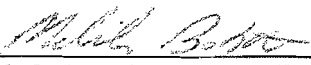
This addendum is issued in accordance with the RFB Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Offeror's *Response Form*.

Specifications 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) Clarifications to the Request for Bid:
  - a. **Contractor must be certified by AO Smith or the manufacturer for the product proposed. Provide proof of certification.**
  - b. **Any insulation removed from the pipes during installation of new water heater(s) must be replaced.**
  - c. **It is acceptable to have the new water heater(s) delivered directly to the Sheriff Department.**

**Boone County Sheriff Dept.  
2121 County Drive  
Columbia, MO 65202**

By:

  
**Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 36-22JUN15 – *Water Heater(s) for the Boone County Sheriff*, receipt of which is hereby acknowledged:

Company Name: J Louis Crum Corporation

Address: 1312 N Creasy Springs Rd  
Columbia, MO 65202

Phone Number: 573-443-2488 Fax Number: 573-443-3469

E-mail: donf@jlcrum.com

Authorized Representative Signature:  Date: 6-22-15

Authorized Representative Printed Name: Donald R Fritz, President

## Model BTP(V) Limited Warranty

Factory Start-Up is required for activating warranty and assuring maximum operating performance. Contact your local sales representative or Authorized Start-Up Agent to arrange a FREE Certified Start-Up.

A.O. Smith Corporation, the warrantor, extends the following LIMITED WARRANTY to the owner of this water heater.

### 1. THE TANK

If the glass-lined tank in this water heater shall prove upon examination by the warrantor to have leaked due to the natural corrosion from potable water therein, during the first THREE years after installation, the warrantor will supply a complete new A.O. Smith water heater of equivalent size and current model. Some government agencies are requiring energy efficient standards for water heaters. In the event regulations prohibit sale of a model of equivalent size and construction, A.O. Smith will provide a model which complies with the regulations of your area, in which case the consumer will be charged the difference in price between the like replacement and the energy efficient model required. The warranty on the replacement water heater will be limited to the unexpired term of the original warranty.

### 2. ALL OTHER PARTS

If within ONE year after initial installation of this water heater, any part or portion shall prove upon examination by the warrantor to be defective in material or workmanship, the warrantor will repair or replace such part or portion at its option.

### 3. CONDITIONS AND EXCEPTIONS

This warranty shall supply only when the water heater is installed in accordance with local plumbing and building codes, ordinances and regulations, the printed instructions provided with it and good industry practices. In addition, a temperature and pressure relief valve, certified by A.G.A and approved by the American Society of Mechanical Engineers, must have been installed.

a) This warranty shall apply only when the heater is used:

- (1) used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- (2) used at water pressure not exceeding the working pressure shown on the heater;
- (3) filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;
- (4) used in a non-corrosive and non-contaminated atmosphere;
- (5) used with factory approved anode(s) installed;
- (6) in its original installation location;
- (7) in the United States, its territories or possessions, and Canada;
- (8) sized in accordance with proper sizing techniques for commercial and/or residential water heaters;
- (9) bearing a rating plate which has not been altered, defaced or removed, except as required by the warrantor;
- (10) operated with properly installed dirt leg;
- (11) fired with the fuel for which it was factory built;
- (12) fired at the factory rated input;

b) Any accident to the water heater, any misuse, abuse (including freezing) or alteration of it, any operation of it in a modified form, or any attempt to repair tank leaks will void this warranty.

c) This warranty is voided if a device as a backflow prevention device (check valves etc.) is installed in the cold water supply the heater is connected to unless an effective method of controlling thermal expansion is also installed at the heater(s) and operational at all times. The relief valve installed on the heater is not an acceptable method.

### 4. SERVICE AND REPAIR EXPENSES

Under the limited warranty the warrantor will provide only a replacement water heater or part thereof. The owner is responsible for all other costs. Such costs may include but are not limited to:

- a) Labor charges for services removal, repair or reinstallation of the water heater or any component part;
- b) Shipping, delivery, handling, and administrative charges for forwarding the new heater or replacement part from the nearest distributor and returning the claimed defective heater or part to such distributor.
- c) All cost necessary or incidental for material and /or permits required for installation of the replaced heater or part.

### 5. LIMITATIONS ON IMPLIED WARRANTIES

Implied warranties, including the warranty of merchantability imposed on the sale of this heater under state law are limited to one (1) year duration for the heater or any of its parts. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

### 6. CLAIM PROCEDURE

Any claim under the warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practicable, the owner should contact:

U.S. Customers  
A.O. Smith Corporation  
500 Tennessee Waltz Parkway  
Ashland City, TN 37015  
Telephone 1-800-527-1953

Canadian Customers  
A.O. Smith Ent., LTD.  
P.O. Box 310-768 Erie Street  
Stratford, Ontario N5A 6T3  
Telephone: 519-271-5800

- a) The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.
- b) Dealer replacements are made subject to in-warranty validation by warrantor.

### 7. DISCLAIMERS

NO OTHER EXPRESS WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE HEATER. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

Fill in the warranty for your own reference. Keep it. Registration is not a condition of warranty. The model and serial number are found on the heater's rating plate.

Model No. \_\_\_\_\_ Serial No. \_\_\_\_\_ Date Installed \_\_\_\_\_

Dealer's Name \_\_\_\_\_

Dealer's Address \_\_\_\_\_ Phone No. \_\_\_\_\_

City and State \_\_\_\_\_ Zip \_\_\_\_\_

KEEP THIS WARRANTY POSTED ADJACENT TO THE HEATER FOR FUTURE REFERENCE.





500 Tennessee Waltz Parkway  
Ashland City, TN 37015  
[www.hotwater.com](http://www.hotwater.com)  
© 2009 A. O. Smith Corporation



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 36-22JUN15 – Water Heater(s) for the Boone County Sheriff**


**ADDENDUM #1 - Issued June 18, 2015**

This addendum is issued in accordance with the RFB Response Page in the Request for Bid 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 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) Clarifications to the Request for Bid:
  - a. **Contractor must be certified by AO Smith or the manufacturer for the product proposed. Provide proof of certification.**
  - b. **Any insulation removed from the pipes during installation of new water heater(s) must be replaced.**
  - c. **It is acceptable to have the new water heater(s) delivered directly to the Sheriff Department.**

**Boone County Sheriff Dept.  
2121 County Drive  
Columbia, MO 65202**

By:   
**Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 36-22JUN15 – *Water Heater(s) for the Boone County Sheriff*, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

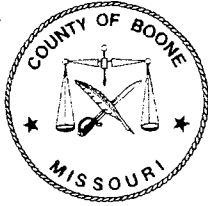
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

**Melinda Bobbitt, CPPO, Director of Purchasing**  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

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**Bid Data**

Bid Number: **36-22JUN15**  
Commodity Title: **Water Heater(s) for the Boone County Sheriff**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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**Pre-Bid Conference**

Day / Date: **Thursday, June 18**  
Time: **10:00 A.M. Central Time**  
Location / Mail Address: **Boone County Sheriff (Site visit will follow)**  
**Training Room**  
**2121 County Drive**  
**Columbia, MO 65202**

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**Bid Submission Address and Deadline**

Day / Date: **Monday, June 22, 2015**  
Time: **1:30 p.m. Central Time (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Purchasing**  
**613 E. Ash Street, Room 110**  
**Columbia, MO 65201**

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**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**  
**Instructions for Compliance with House Bill 1549**  
**Work Authorization Certification**  
**Certification of Individual Bidder**  
**Affidavit (Individual Bidder Certification)**  
**Debarment Certification**
- Exhibit A** **Prior Experience**  
**Prevailing Wage** **Annual Wage Order No. 22 (dated 06/09/15)**  
**Standard Terms and Conditions**  
**“No Bid” Form**

## **1. Introduction and General Conditions of Bidding**

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

- and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
  - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
    - 1) the provisions of the Contract (as it may be amended);
    - 2) the provisions of the Bid;
    - 3) the provisions of the Bidder's Response.
  - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing, delivery, and installation of all labor, materials, tools, equipment, delivery, and supervision to replace and dispose of the current water heater(s) at the Boone County Sheriff Department.
- 2.1.1. **Background:** The Boone County Sheriff has three water heaters supplying the jail and administration portions of their main building. One water heater was replaced in 2009 and the other two are original equipment (approximately 24 years old). The County desires to replace one (1) water heater immediately and possibly two (2) depending on the proposed pricing. If the County decides not to purchase the second water heater now, then it will be purchased in January. The County prefers to replace with the same make and model number as the water heater purchased in 2009.
- 2.1.2. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for **Thursday, June 18, 2015 at 10:00 a.m.** at the Boone County Sheriff Department, Training Room, 2121 County Drive, Columbia, MO 65202. A site visit will follow.
- 2.1.3. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are strongly encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. The pre-bid conference will be the only opportunity for vendors to have access to view the existing unit and location. This facility shall not be available for review at another time for the purposes of submitting a response to this bid.
- 2.1.4. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within two (2) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **Project Location:** Boone County Sheriff, 2121 County Drive, Columbia, MO 65202
- 2.3. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.4. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.5. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.6. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.7. The unit price for the item identified on the Response Form shall remain fixed for the identified original contract period.
- 2.8. **Specifications**
- 2.8.1. **Items to be supplied as specified:**  
Water Heater, Natural gas, 85 gallon  
Manufacturer: AO Smith  
Model: Model: BTP740A

With Power Flame Burner

Model: NPM15-10-24

- 2.8.2. **Warranty** – Unit to come with manufacturer’s standard warranty. Contractor to provide warranty documentation with bid response.
- 2.8.2.1. Contractor must be an approved/certified installer by the manufacturer in order for the County to have the full warranty.
- 2.8.3. **Scope of Work:** Replace existing unit with specified unit or approved equal and dispose of existing unit. County prefers the same make and model, but will allow equivalents to be bid which will be evaluated by County.
- 2.9. **SUB-CONTRACTORS**
- 2.9.1. No subcontractors shall be used without prior **written** approval of the Sheriff Department representative.
- 2.10. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.10.1. The Contractor to whom the replacement of water heater contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of five (5) years. Exhibit A is attached for the purpose of listing previous work experience.
- 2.10.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 2.10.3. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.10.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.
- 2.10.5. The Contractor shall be responsible for obtaining any and all required permits. The County will not be responsible for the cost of any such permits.
- 2.11. **TECHNICAL SPECIFICATIONS**
- 2.11.1. **New Installation** – The Contractor shall furnish and install only new components, material, hardware, or other appurtenance as designated by the specifications.
- 2.11.2. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated herein.
- 2.11.3. Contractor shall be accountable for the removal and disposal of all replaced parts and materials.
- 2.12. **GENERAL CONDITIONS**
- 2.12.1. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within five (5) days after such written notice.
- 2.12.2. **CONTRACTOR’S RESPONSIBILITY/SERVICE REQUIREMENTS**
- 2.12.3. **Work Hours** - Contractor shall provide service during normal business hours. Normal business hours are Monday – Friday, 8:00 a.m. to 5:00 p.m. central time, excluding holidays.
- 2.12.4. **Equipment/Safety** - The safety of the Contractor’s employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.12.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is

contingent upon the County's final inspection and written approval.

- 2.12.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.13.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.13.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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



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

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

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

expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.16. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.16.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.16.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.
- 2.16.3. **Invoices** - The County's purchase order number should appear on the invoice.
- 2.16.4. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used shall accompany the invoice. A Statement should be submitted to Boone County Sheriff Department for payment after project completion. The billing address is Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.
- 2.17. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391; Fax: (573) 886-4390 or Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).
- 2.18. **DESIGNEE for billing questions:** Boone County Sheriff, Leasa Quick, Phone: (573) 876-2149.
- 2.19. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.20. **PREVAILING WAGE** - Not less than 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. **Prevailing Wage Order Number 22 (dated 06/09/15)** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.21. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.22. **OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
- 2.24. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
  - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
  - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

### 3. **Response Presentation and Review**

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

**6. Response/Pricing Page**

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder agrees to furnish, delivery, install the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**6.1. Pricing**

**Pricing** – The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. 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.

The County plans to replace one (1) water heater as soon as possible, and may replace two (2) depending on proposed pricing and budget.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
6.1.1.	<b>Base Bid: for quantity of (1)</b> New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	1	\$	\$
	Labor to install Base Bid Equipment			\$
	Total: Equipment + Labor			\$
6.1.2.	<b>Alternate Bid: for quantity of (2)</b> New Water Heater: AO Smith: BTP740A, natural gas, 85 gallon with power flame burner: NPM15-10-24	2	\$	\$
	Labor to install Alternate Bid Equipment			\$
	Total: Equipment + Labor			\$
If bidding an equivalent, complete section below. Bidder may submit pricing for both the name brand and an equivalent. County will award based on "best bid" for the County, not determined by price alone (per section 1.4).				
6.1.3.	<b>Alternate Bid for Equivalent: for quantity of (1):</b> Water Heater: natural gas, 85 gallon with power flame burner	1	\$	\$
	Labor to install Equipment			\$
	Total: Equipment + Labor			\$
	Brand Name:			
	Model #:			
6.1.4.	<b>Alternate Bid for Equivalent: for quantity of (2)</b> Water Heater: natural gas, 85 gallon with power flame burner	2	\$	\$
	Labor to install Equipment			\$
	Total: Equipment + Labor			\$
	Brand Name:			
	Model #:			

6.2. Equipment shall be furnished, delivered and installed \_\_\_\_\_ calendar days after receipt of Purchase Order and Notice to Proceed.

6.3. List all Sub-Contractors that will be utilized on this project:

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6.4. Describe warranty on equipment and labor (or attach description):

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6.5. Is Bidder an approved/certified installer by the manufacturer?  Yes  No

6.6. List any deviations to the required specifications/scope of work:

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6.7. State date that pricing is firm through for the equipment and labor proposed above. If County decides to only purchase one (1) now, we'd like to purchase another unit for furnishing, delivery and installation in January 2016. \_\_\_\_\_

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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





**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                     )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Bid)**

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.

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Name and Title of Authorized Representative

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Signature

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Date

**EXHIBIT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

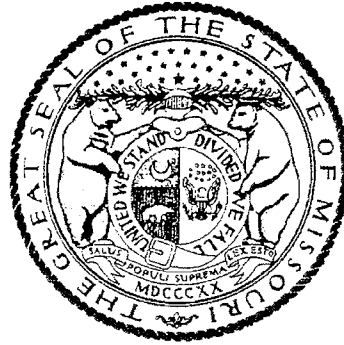
**INSERT**  
**PREVAILING WAGE**  
**ANNUAL WAGE ORDER**  
**HERE**

6-9-15

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 010  
**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction)\Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber		b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker			\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$34.41, Fringes - \$21.29

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY**  
**BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

**NO. 13:** 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  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

**BOONE COUNTY**  
**BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

**NO. 86:** The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the 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 paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY**  
**BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**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.

**BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**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, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas 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. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

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

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

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

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

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

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction)\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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.

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

**NO. 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.

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

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (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 workday 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). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. 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. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 21:** 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 workman 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.



**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

## ***Standard Terms and Conditions***

**Melinda Bobbitt, CPPO, Director of Purchasing**  
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## "NO BID" RESPONSE FORM

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

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

### **Bid Number: 36-22JUN15 – Water Heater(s) for the Boone County Sheriff**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

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[View assistance for Search Results](#)

# Search Results

**Current Search Terms: J. Louis\* Crum\* corporation\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.27.20150327-1711

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2015

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	FAX (A/C, No): 507-446-4664
	INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	
INSURED J LOUIS CRUM CORPORATION 1312 CREAMY SPRINGS RD COLUMBIA, MO 65202-1318	039-532-7	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 254 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	9172716	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9172716	12/31/2014	12/31/2015	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 type="checkbox"/> RETENTION	N	N	9172717	12/31/2014	12/31/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	9274372	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

<b>CERTIFICATE HOLDER</b> 039-532-7 BOONE COUNTY SHERIFF DEPT 2121 E COUNTY DR COLUMBIA, MO 65202-9064	254 0	<b>CANCELLATION</b> 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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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

July

20

15

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 agreement between Boone County and Diverse Computing, Inc. for eAgent X2 Software and Maintenance for MULES and two form factor authentication.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Software License and Maintenance Agreement.

Done this 16th day of July, 2015.

ATTEST:

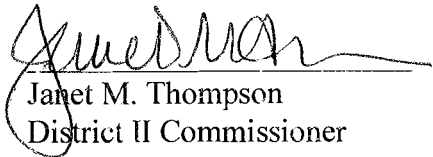
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

302-2015

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 8, 2015  
RE: eAgent X2 Software and Maintenance Agreement for MULES and two form factor authentication

Attached is a software and maintenance agreement that I am routing for our Information Technology department. The agreement is with Diverse Computing, Inc. of Tallahassee, Florida for gaining access to MULES Information Systems for the Sheriff Department. Cost is \$5,500.00 and will be paid from department 1170 – Information Technology, account 91302 - Computer Software. \$5,000 was budgeted for this purchase. Aron Gish, IT Director shared that they have enough excess in their budget to cover the difference.

ATTACHMENT: Software & Maintenance Agreement

cc: Aron Gish, IT  
Contract File

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT FOR  
eAgent X2 Software  
(NCIC & MULES Information Systems Access) for Boone County Sheriff Department  
Contract #: 35-070115C**

**THIS AGREEMENT** dated the 16<sup>th</sup> day of July 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "County" and **Diverse Computing, Inc.** herein "Vendor or DCI."

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

1. **Contract Documents** - Agreement shall consist of this Software License and Maintenance Agreement for **eAgent X2 Software**, Boone County Terms and Conditions, Work Authorization Certification, DCI's Software License and Maintenance Agreement with Exhibits A – D. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Maintenance Agreement and Boone County Standard Terms and Conditions shall prevail and control over the vendor's documents.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Software & Maintenance Support Services for gaining access to NCIC and MULES Information Systems as identified and detailed in the Vendor's attached Software License and Maintenance Agreement for a total annual contract amount of:

eAgent X2 Advance Authentication	55 Named Users	\$5,000.00 / annually
eAgent X2 remote installation	1 seat	\$500.00
<b>TOTAL</b>		<b>\$5,500.00</b>

3. **Contract Duration** - This agreement shall commence effective **July 1, 2015 and extend through June 30, 2016** subject to the provisions for termination specified below. The fee to renew after year one shall be \$1,250.00 annually.

4. **Billing and Payment** - All billing shall be invoiced as required on the Purchase Order to the respective office and billings may only include the prices listed in the Vendor's quote. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

DIVERSE COMPUTING, INC.

BOONE COUNTY, MISSOURI

by [Signature]

by: Boone County Commission

title President

[Signature]  
Daniel K. Atwill, Presiding Commissioner

address 3717 Archway, Ste 102  
Tallahassee, FL 32311

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

[Signature]  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]  
Signature by ce

7/8/15  
Date

1170 / 91302 / \$5,500

Appropriation Account

## STANDARD TERMS AND CONDITIONS

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

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



SOFTWARE LICENSE AND MAINTENANCE  
AGREEMENT

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("AGREEMENT") is made as of the Effective Date by and between Diverse Computing Inc. ("DCI"), a Florida corporation with offices located at 3717 Apalachee Pkwy, STE 102, Tallahassee, FL 32311 and BOONE COUNTY, MISSOURI ("Licensee"), with offices located at the address specified on the signature page of this Agreement.

**WITNESSETH:**

WHEREAS, Licensee has requested DCI to provide Licensee with certain computer software and systems for gaining access to NCIC and MULES Information Systems for Licensee; and

WHEREAS, DCI owns certain computer software and systems for gaining access to NCIC and MULES Information Systems ("Licensed Technology"); and

WHEREAS, Licensee desires to utilize the Licensed Technology for gaining access to NCIC and MULES Information Systems; and

WHEREAS, Licensee has had an opportunity to review the Licensed Technology and is familiar with the Licensed Technology; and

WHEREAS, Licensee desires to license the Licensed Technology in accordance with the terms and conditions of this Agreement; and

WHEREAS, DCI requires that Licensee obtain and retain maintenance services for the Licensed Technology during the term of the license.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DCI and Licensee hereby agree as follows:

**ARTICLE I: RECITALS AND DEFINITIONS**

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) Agreement Term: The term "Agreement Term" shall mean a one (1) year period of time starting on the Effective Date and renewing for one (1) year periods of time upon payment of the applicable Fees, unless earlier terminated or canceled, as

provided hereunder.

- (3) Application Interfaces: The term "Application Interfaces" shall mean those certain interfaces, if any, identified on Exhibit A.
- (4) Associate: The term "Associate" shall mean an employee of DCI or an independent contractor hired by DCI.
- (5) Authorized Facility: The term "Authorized Facility" shall mean the facilities as identified and further defined in Exhibit A, attached hereto and by this reference incorporated herein.
- (6) Authorized Person: The term "Authorized Person" shall mean employees and contractors of Licensee authorized by Licensee to access the Product with a need to know Confidential Information who agree to maintain the confidentiality of such Confidential Information in consideration for receiving such Confidential Information and individuals or organizations who are authorized in writing by DCI to receive Confidential Information.
- (7) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by DCI to Licensee seeking to cancel this Agreement because of breach by Licensee.
- (8) Confidential Information: The term "Confidential Information" shall mean all information disclosed by one party to this Agreement to the other party to this Agreement that is identified by the disclosing party as proprietary or confidential at the time such information comes into the possession or knowledge of the receiving party and which is not: (i) already known to the receiving party; (ii) in the public domain; (iii) conveyed to the receiving party by a third party; (iv) released by the disclosing party without restriction; (v) independently developed by the receiving party without the knowledge of any information disclosed by the disclosing party as evidenced by the receiving party; or (vi) required by court order to be released by receiving party. For purposes of this definition, Confidential Information shall be deemed to include this Agreement, the Product and any and all information concerning this Agreement and the Product.
- (9) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Product as represented in the Documentation and/or Supplement.
- (10) Device: The term "Device" shall mean each single End User computing device or Licensee computing device that accesses any of the Licensed Technology, is properly authorized through a paid license, and that counts as a Device under the Fee

structure and Exhibits B and C.

- (11) Documentation: The term "Documentation" shall mean the information developed by DCI and provided to Licensee in printed or computer file format relating to the Licensed Technology, its installation and use, including any and all updates and modifications as provided by DCI to Licensee.
- (12) Effective Date: The term "Effective Date" shall mean the date July 1, 2015.
- (13) End User: The term "End User" shall mean an individual identified and verified as an employee or contractor of Licensee that is properly authorized under a Device and a User Agreement for such employer or contractor to access and use the Licensed Technology strictly in accordance with the terms and conditions under this Agreement and the User Agreement solely for his/her own use of the Licensed Technology as set forth in and subject to this Agreement and the User Agreement and not for further distribution or resale and who agrees to be bound by the terms and conditions of this Agreement as if the End User were Licensee.
- (14) Fees: The term "Fees" shall mean those certain fees charged to Licensee by DCI for the license rights, support, and/or services granted hereunder for the applicable Sublicense Term as set forth in Exhibit B, attached hereto and by this reference incorporated herein.
- (15) Implement: The term "Implement" and variants thereof shall mean to load, compile, and execute.
- (16) Licensed Technology: The term "Licensed Technology" shall mean that certain DCI software (including Application Interfaces, Localized Software, and Multiple User Software), in object code form only, and DCI services all as provided by DCI to Licensee or accessed via the Server by Licensee, its Named Users, or End Users as specifically identified in Exhibit A for which Licensee has paid the appropriate Fees as set forth in Exhibits B and C, and including any modifications and/or Updates provided to or accessible by Licensee, its Named Users, and/or End Users, all as may be further defined in Exhibit A.
- (17) Licensee Data: The term "Licensee Data" shall mean any and all data provided or uploaded by or on behalf of Licensee to or through the Licensed Technology.
- (18) Localized Software: The term "Localized Software" shall mean that certain computer software (as applicable), in object code form only, identified in Exhibit A as Localized Software, attached hereto and by this reference incorporated herein, for use solely on the Server, including any

and all DCI modifications and updates to the Localized Software.

- (19) Maintenance Services: The term "Maintenance Services" shall mean those certain services as set forth under Article IV of this Agreement.  
  
Named User: The term "Named User" shall mean a named individual identified and verified as an employee or contractor of Licensee that is properly authorized through a paid license and a User Agreement as accepted by such employee or contractor, and that counts as a Named User under the Fee structure and in Exhibits B and C under an appropriate license to access and use the applicable Licensed Technology solely for his/her own internal use of such Licensed Technology as set forth in and subject to this Agreement and the User Agreement and not for further distribution or resale.
- (20) Nonpayment Notice: The term "Nonpayment Notice" shall mean that written notice from DCI to Licensee alleging nonpayment under the Agreement and seeking to cancel the Agreement unless payment is rendered as provided hereunder.
- (21) Multiple User Software: The term "Multiple User Software" shall mean that certain computer software, in object code form only, identified as "Multiple User Software" in Exhibit A, attached hereto and by this reference incorporated herein, and including any and all DCI modifications and Updates to the Multiple User Software.
- (22) Product: The term "Product" shall mean the Documentation, Supplements, the applicable Licensed Technology and any additional modifications, Updates, or changes to the applicable Licensed Technology pursuant to this Agreement.
- (23) Proprietary Notice: The term "Proprietary Notice" shall mean a written notice displaying the following (1) the symbol © (the letter C in a circle), or the word "Copyright," or the abbreviation "Copr."; (2) the years "2001 - 2013"; (3) the name "Diverse Computing, Inc."; (4) the phrase "All Rights Reserved."; (5) the words "CONFIDENTIAL INFORMATION" in large upper-case letters; and (6) the words "TRADE SECRET" in large upper-case letters.
- (24) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act, and Section 1839 of Title 18 of the United States Software (18 U.S.C. §1839), as may be amended.
- (25) Server: The term "Server" shall have the meaning as set forth in Exhibit A, attached hereto and by

this reference incorporated herein.

- (26) Services: The term "Services" shall mean any services provided to Licensee by DCI in connection with the Licensed Technology or Product as set forth in Article IV.
- (27) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation as provided by DCI to Licensee.
- (28) Termination Notice: The term "Termination Notice" shall mean that written notice sent by Licensee to DCI seeking to terminate this Agreement.
- (29) Third Party Technology: The term "Third Party Technology" shall mean any third-party technology developed, provided or made available by Licensee or DCI in connection with the Product or services.
- (30) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of using the Product for internal purposes; evaluating the performance, utility and functions of the Licensed Technology; and training Named Users and/or End Users in use of the Licensed Technology in accordance with the Documentation and any Supplements.
- (31) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Product except for: (1) Users authorized by Licensee to access the Product for the exclusive purposes of using the Product for internal uses only in accordance with this Agreement; evaluating the performance, utility and functions of the Licensed Technology; and training employees of Licensee in use of the Licensed Technology; and (2) Authorized Persons.
- (32) Update: The term "Update" shall mean the modifications to the Licensed Technology that have been publicly released to DCI customers without charge under standard software maintenance agreements to resolve Defects. The term "Updates" does not include new versions or upgrades of the Licensed Technology for which DCI generally charges an additional fee or any new modules or products DCI releases that are commercially sold separately.
- (33) User Agreement: The term "User Agreement" shall mean those terms and conditions set forth in substantial form as Exhibit D, attached hereto and by this reference incorporated herein.

## ARTICLE II: ACCEPTANCE

Section 2.01 – Delivery and Acceptance: Licensee hereby acknowledges that Licensee has had an opportunity to

evaluate the Licensed Technology and has had an opportunity to discuss the Licensed Technology with DCI representatives familiar with the Licensed Technology for purposes of enabling Licensee to determine whether the Licensed Technology is suitable and acceptable for Licensee. The Product shall be deemed accepted and the Services provided by DCI shall be deemed delivered by DCI and accepted by Licensee upon performance.

Section 2.02 – Cooperation/Facilities: Licensee hereby acknowledges that successful performance of DCI's obligations under this Agreement shall require Licensee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Licensee hereby agrees to provide such good faith cooperation and information. Licensee shall also cooperate with DCI by granting DCI reasonable access, consistent with Licensee security procedures, including remote control access, to the Licensed Technology, as applicable, and by providing data and information reasonably required by DCI. Unless otherwise required (as determined exclusively by DCI), the Services shall be performed at the office facilities of DCI.

## ARTICLE III: SCOPE OF LICENSE

Section 3.01 – DCI Grant of License: Subject to the terms and conditions of this Agreement, including without limitation, Licensee's payment of the applicable Fees to DCI as set forth in Exhibits B and C, and for the applicable Agreement Term, DCI hereby grants to Licensee and Licensee hereby accepts a revocable, non-transferable, limited, non-exclusive license to permit its authorized Named Users and/or End Users through Devices as applicable to use the Documentation and Supplements and Licensed Technology within the identified limits as set forth in Exhibits B and C, including the licensed right to download and use the Multiple User Software in object code form only, and to access and use the Localized Software in object code form only at the Authorized Facility during the Agreement Term and all subject to the terms and conditions of this Agreement and as specified in Exhibit B. DCI grants valid Named Users and End Users a license to use the applicable Licensed Technology strictly pursuant to the User Agreement, a copy of which is attached hereto in substantial form as Exhibit D, and by this reference incorporated herein. Such User Agreements shall include any and all terms and conditions set forth in Exhibit D that provide protections and/or benefits to DCI, as determined by DCI.

Section 3.02 -- Licensee Data: Licensee hereby grants DCI a worldwide and non-exclusive license to use, reproduce, and modify the Licensee Data, in whole or in part, for the purpose of maintaining the Licensed Technology or performing any services under the License. DCI shall not have the obligation to access, review, or maintain the Licensee Data except at the sole discretion of DCI. Licensee shall be responsible for uploading, converting, and maintaining the Licensee Data except at the sole discretion of DCI.

Section 3.03 -- License Restriction: Licensee shall not, in whole or in part, sell, rent, lease, create derivative works, modify, reverse engineer, reverse compile, or reverse

assemble in any way the Product. If Licensee pays for the license to use the Localized Software under this Agreement and the Authorized Facility is located at the Licensee's facility, Licensee shall have the right to make one back-up copy of the Localized Software for "failover" to a backup system. Licensee shall not otherwise copy the Product and shall not allow the Product to be copied without the prior written consent of DCI. Licensee shall not have the right to provide any access to the Product except to Named Users and/or End Users as strictly set forth under this Agreement and shall not have the right to, or authorize third parties to, sublicense or distribute the Product. Licensee hereby represents and warrants that the Product is licensed by Licensee hereunder solely for its and its employees' own use pursuant to the terms and conditions of this Agreement and the User Agreement.

Section 3.04 -- Non-Exclusive: Licensee hereby acknowledges that the rights and licenses granted under this License are non-exclusive and do not constitute a transfer of ownership.

Section 3.05 -- Risk of Loss: Licensee shall assume risk of loss to the Product.

Section 3.06 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Product. Licensee shall prevent Unauthorized Access to the Product. Licensee shall promptly inform DCI of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Licensee has knowledge or suspicion.

Section 3.07 -- Users: Licensee shall require each Named User and End User (or otherwise any individual that uses the Licensed Technology and is required to be a Named User or End User, as applicable, under this Agreement) that is not an employee of Licensee to agree to a User Agreement and to abide by any privacy statement provided by DCI. All such Named Users, End Users, and/or such individuals shall use the Licensed Technology strictly subject to the User Agreement. Licensee and DCI hereby agree that DCI shall be either a direct party or an intended third party beneficiary with vested rights in each User Agreement.

Section 3.08 -- Third Party Technology: Licensee hereby acknowledges and agrees that Third Party Technology, such as the Operating System (OS) and network software may be required to fully implement and use the Product. DCI shall have no obligation to supply, provide or deliver to Licensee, End Users, or the Named Users the Third Party Technology or otherwise participate in the acquisition of Third Party Technology by Licensee, End Users, or Named Users. Licensee shall be solely responsible for acquiring, maintaining, and updating all Third Party Technology necessary to implement and use the Product, including all costs, fees, and expenses in connection therewith. Licensee shall be responsible for obtaining all necessary licenses, authorizations, and rights for Licensee, End Users, and/or the Named Users to acquire and use the Third Party Technology.

Section 3.09 -- Government Restricted Rights: The Product is

provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 as may be amended. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202 as may be amended. The Manufacturer is Diverse Computing, Inc. 3717 Apalachee Pkwy, STE 102, Tallahassee, FL 32311.

Section 3.10 -- Export Laws: Licensee hereby acknowledges that the Product is of U.S. origin. The Product, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import software. Licensee hereby represents that Licensee has not had its export privileges suspended, revoked, or denied by a U.S. government agency.

Section 3.11 -- Federal and State Regulations: Both parties agree to comply with all applicable provisions of the Federal and State administrative Rules and Regulations, in regards to products/services delivered under this Agreement. Both parties agree not to use or disclose any information concerning products/services provided to Licensee for any purposes not in conformity with state regulations and Federal law or regulations except upon written consent.

#### **ARTICLE IV: MAINTENANCE**

Section 4.01 -- Maintenance Services: Upon payment of the applicable Fees by Licensee, DCI shall provide Maintenance Services to Licensee for the relevant Agreement Term as applicable.

Section 4.02 -- Server Support: DCI shall provide 1<sup>st</sup> Tier Server Support solely as specifically set forth in this Section ("1<sup>st</sup> Tier Server Support"). DCI will provide one (1) hour response time for pager/telephone support 24X7 for troubleshooting and diagnosis of the Licensed Technology and Active Directory via remote access.

Section 4.03 -- Telephone Support: DCI shall provide 2<sup>nd</sup> Tier User Support solely as specifically set forth in this Section ("2<sup>nd</sup> Tier User Support"). DCI will provide four (4) hour response time for pager/telephone support Monday through Friday, 9AM to 5PM EST (holidays excluded). Licensee shall designate a maximum of two personnel as points of contact for Licensee. Such support call can only be initiated from one of the points of contact. Such support will include any reasonable assistance the points of contact may require in using the Product that can be handled by telephone.

Section 4.04 --Costs/ No Defects: If in analyzing a suspected defect at Licensee's request, it is determined that no Defect exists or that it was caused by unauthorized modifications to

the Product or Licensee error, Licensee shall, at DCI's discretion, pay DCI for its efforts at DCI's hourly rates then in effect, plus any other expenses actually incurred by DCI in connection with detecting or correcting such alleged defect.

Section 4.05 -- Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Licensee within a reasonable time after release of such Update or Supplement. During the Agreement Term, Licensee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Licensee to maintain the continuing integrity of the Product. Licensee's failure to do so shall relieve DCI of any responsibility or liability for the improper operation or any malfunction of the Product as modified by any such subsequent Updates or corrections.

Section 4.06 -- Excluded Items: Maintenance items other than those described in this Article shall not be included under the Fees, including but not limited to training, support of other software, hardware, operating system services, repair of damage not caused by DCI, or any other problems determined by DCI to be outside the control and responsibility of DCI. Licensee is responsible for media (i.e. diskettes, data tapes or data communications) and distribution costs (shipping, handling and telephone charges) for the Product and/or any other program or data file that may be provided to Licensee.

Section 4.07 -- Personnel: The personnel assigned to perform the Services shall be determined solely by DCI and shall be trained and skilled to perform the Services in a professional manner consistent with industry standards.

Section 4.08 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Licensee as true and correct and Licensee shall indemnify DCI for any and all damages, liabilities and costs resulting from such reliance.

Section 4.09 -- Acceptance/Schedule: The Services shall be deemed delivered by DCI and accepted by Licensee upon performance. The Services shall be performed only during normal working hours on all non-holiday weekdays, Monday through Friday.

## **ARTICLE V: PAYMENT**

Section 5.01 -- Fees: Licensee shall pay DCI the applicable Fees payable in advance on or prior to the Effective Date and on or prior to each succeeding anniversary of the Effective Date (each succeeding Agreement Term) for each whole or partial year in which such applicable product, service, and/or support is licensed and/or such applicable Devices, Interfaces, locations, and/or Named Users, receive access to the Licensed Technology. Any increase in the Fees per Named User, Devices, locations, or Localized Software package for any subsequent Agreement Term shall not exceed fifteen percent (15%) of the Fee for the immediately prior Agreement Term and/or Annual Periods, as applicable.

Section 5.02 -- Services: Except for services that are provided in exchange for the Fees in Exhibits B and C, namely Updates, Server Support under section 4.02, and/or Telephone Support under Section 4.03, any services provided by DCI to Licensee in connection with the Product shall be provided at the time and material rates of DCI prevailing at the time such services are rendered. Any travel time will be charged at DCI's then prevailing hourly rate for services completed.

Section 5.03 -- Costs: Licensee shall pay all direct costs and expenses incurred by DCI in providing any services pursuant to this Agreement excluding Server Support under Section 4.02 and Telephone Support under Section 4.03. Such direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 5.04 -- Invoicing and Payment: DCI shall invoice Licensee for any fees and direct costs incurred by DCI in providing services under this Agreement excluding Server Support under Section 4.02 and Telephone Support under Section 4.03. Such invoice shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty (30) days of receipt.

Section 5.05 -- Taxes: Licensee shall pay any and all applicable taxes as invoiced and reasonably documented by DCI (excluding federal income taxes assessed against DCI). Licensee hereby acknowledges and agrees that the fees and amounts invoiced by DCI for performance of services under this Agreement do not include services, sales, use, excise or personal property taxes or any state or local income taxes. Licensee shall not withhold any such taxes from any amounts invoiced by DCI for providing any services and Licensee shall indemnify DCI for any and all such taxes, including any interest and penalties. Licensee will pay all such taxes, levies or similar governmental charges unless Licensee is able to provide DCI with a certificate of exemption acceptable to the taxing authority that shall enable DCI to also validly and permanently avoid paying the otherwise applicable tax associated with such exemption for Licensee. The burden of proving such exemption and valid avoidance of tax payment for both Licensee and DCI shall be the responsibility of Licensee.

Section 5.06 -- Payment: Licensee shall pay DCI all amounts due in U.S. Dollars. Licensee shall remit payment to DCI in accordance with DCI's stated instructions. All payments to DCI shall be without deduction or set-off of any kind by Licensee. In addition to any other rights and remedies DCI may have, if any payment due to DCI is not made on the due date: (a) Licensee shall pay interest on the overdue undisputed amount at the lesser of the rate of eighteen percent (18%) per annum or the highest amount permitted under applicable law; (b) DCI may, upon the provision of advance written notice of at least five (5) business days and an opportunity to cure within the five (5) day period, refuse access to the Licensed Technology to all of Licensee's End Users and/or Named Users if Licensee is over sixty (60) days past due on any payment, except to the extent such past due payments are in good faith dispute; (c) DCI may suspend further deliveries and/or any services or support of any kind

to Licensee, its End Users, and/or Named Users until all sums overdue from Licensee have been paid in full; and (4) all sums invoiced by DCI shall become immediately due and payable in full.

Section 5.07 -- Refund: Notwithstanding anything to the contrary, if this Agreement is terminated or canceled, DCI shall retain all payments, fees, and direct costs paid by Licensee to DCI under this Agreement before the termination or cancellation date (as the case may be), including (without limitation) any and all Fees and any payments to DCI in anticipation of services rendered by DCI to Licensee hereunder.

Section 5.08 -- Insurance: Licensee and DCI shall each maintain at their own expense all necessary insurance, including but not limited to, workmen's compensation, disability, and unemployment insurance as well as public liability, product liability, property damage, and automobile liability insurance against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the fault or negligence of such party. Each party shall provide the other party with certification of such insurance upon request.

## ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article.

Section 6.02 -- Term: This Agreement shall be valid for the Agreement Term. The Agreement Term shall renew at the end of the first Agreement Term and at the end of each subsequent Agreement Term for a period of one (1) year upon Licensee's payment of the applicable subsequent Fees unless terminated at least thirty (30) days in advance of the end of the first Agreement Term or subsequent Agreement Term, as applicable, by written notice from one party to the other party to this Agreement.

Section 6.03 -- Termination: Licensee may terminate this Agreement for convenience upon providing fifteen business days Termination Notice to DCI.

Section 6.04 -- New Releases: In the event DCI releases a new version of the Licensed Technology or Product or the applicable Licensed Technology reaches its end of life, or is no longer available for distribution by DCI and there will be no more enhancements from DCI ("End of Life Software"), DCI will provide support for the then current Agreement Term. Thereafter DCI may choose not to renew maintenance for such Agreement Term for such prior release or End of Life Software.

Section 6.05 -- Cancellation for Cause: If Licensee violates its obligations under this Agreement DCI may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Licensee. Upon receiving Cancellation Notice, Licensee shall have ten business days from the date of such notice to cure any such noncompliance. If such

noncompliance is not cured within the required ten day period, DCI shall have the right to cancel this Agreement as of the eleventh business day after the date of the Cancellation Notice. This Agreement may be terminated immediately by DCI, in DCI's sole discretion, in the event Licensee provides notice of change of control or requests consent to assign this Agreement to a competitor of DCI.

Section 6.06 -- Effect of Termination or Cancellation: Upon termination or cancellation of this Agreement, Licensee shall promptly (i) cease and desist any and all Licensee, End User, and Named User use of the Product; (ii) return or, if so directed, destroy any copies of the Confidential Information in the possession or control of Licensee, End Users, and/or Named Users, and any copies of the Product in the possession or control of Licensee, End Users, and/or its Named Users; and (iii) provide DCI with a certificate of compliance with this section signed by an authorized representative of Licensee. Upon termination or cancellation of this Agreement pursuant to Section 6.05 (Cancellation for Cause), Section 6.07 (Nonpayment), or Section 6.08 (Cancellation for Bankruptcy), DCI shall have the right to immediately disable Licensee's use of the Licensed Technology. Licensee shall take immediate steps to remove such Sublicensee, End User, and Named User's ability to access the Licensed Technology, or access the functionality of the Licensed Technology and return to DCI such Licensee, End User, and Named User's Licensed Technology (if any), including any Documentation, electronic media, instructions and all related materials furnished to such Licensee, End User, and/or Named Users.

Section 6.07 -- Nonpayment: Notwithstanding anything to the contrary, Licensee's failure to pay an invoice when due shall be sufficient cause for cancellation of this Agreement by DCI as provided hereunder. DCI shall exercise such right of cancellation by submitting Nonpayment Notice to Licensee. Upon receipt of Nonpayment Notice, Licensee shall have five business (5) days to cure the nonpayment. If Licensee fails to cure the nonpayment within such five (5) business days, DCI shall have the right to cancel this Agreement as of the sixth (6<sup>th</sup>) business day after the date Licensee received the Nonpayment Notice. Licensee termination for nonpayment for any Fees shall automatically terminate Licensee's license rights granted under this Agreement. Termination of the license rights granted under this Agreement shall immediately terminate any and all Maintenance Services to Licensee provided under this Agreement. In the event Licensee terminates its license rights granted under this Agreement, any reinstatement or re-licensing of such license rights to Licensee will require payment by Licensee of a license fee at the then current rates for new DCI customers at the sole discretion of DCI.

Section 6.08 -- Cancellation for Bankruptcy: DCI shall have the right to cancel this Agreement immediately by written notice to Licensee in the event: (i) of an assignment by Licensee for the benefit of creditors; (ii) of Licensee's admitted insolvency; (iii) of Licensee's dissolution or loss of charter by forfeiture; (iv) Licensee is adjudged bankrupt or insolvent by a United States court of competent jurisdiction; (v) a trustee or receiver is appointed for Licensee or its assets

or any substantial part thereof; (vi) Licensee files a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation; or (vii) Licensee consents to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof.

Section 6.09 – Final Invoice: Within thirty (30) days after the termination or cancellation of this Agreement, DCI shall invoice Licensee for any outstanding amounts due. Licensee shall pay any and all such amounts in full within thirty (30) days after the date such invoice is received.

## **ARTICLE VII: WARRANTY**

Section 7.01 –MULES Warranty: DCI acknowledges that meeting MULES’s current implementation requirements is a major component to the value provided by the Licensed Technology. To this end, DCI warrants that DCI will, within a commercially reasonable time period after receipt of notice from MULES, test and install necessary updates as mandated by the MULES to maintain compatibility between the Licensed Technology and current MULES implementation requirements free of charge to Licensee if made available generally and at no charge to DCI’s customer base. Notwithstanding any language to the contrary in this Agreement, Licensee’s sole and exclusive remedy for any breach of any warranty set forth in this Section is to return the failing item of Licensed Technology and related services and receive a refund of all fees paid by Licensee to DCI hereunder for such Licensed Technology and related services from the date the matter was first reported to DCI. Notwithstanding anything to the contrary and for clarification purposes, the Licensed Technology is required to meet the implementation requirements for the current MULES information systems only as such systems may be reasonably updated by MULES. DCI shall no longer be required or responsible for providing connectivity and/or compatibility to the MULES information systems if MULES replaces the MULES information systems currently in place as of the Effective Date with a substantively different system, rather than MULES providing compatibility updates to the MULES information system currently in place.

**SECTION 7.02 DISCLAIMER: THE WARRANTY SET FORTH IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. THE WARRANTIES SET FORTH IN SECTION 7.01 IS LIMITED TO THE LICENSED TECHNOLOGY AND DOES NOT APPLY TO ANY THIRD PARTY SOFTWARE OR TECHNOLOGY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, DCI HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY INCLUDING ANY WARRANTY OF DESIGN OR ANY PATENT, TRADEMARK OR PROPRIETARY KNOW-**

## **HOW WARRANTIES.**

Section 7.03 -- Product Modifications: Licensee shall not modify the Product without the prior written consent of DCI. If the Product is modified by any party other than DCI, DCI shall be discharged from any further obligations under this Agreement and DCI shall own any such modifications. Any such discharge shall not affect the obligations of Licensee which shall be continuing and binding despite such discharge.

Section 7.04 -- Limitation of Damages: DCI shall not be liable in any event to Licensee for any lost profits or indirect, special, consequential, exemplary, incidental or punitive damages, including but not limited to, loss of use, loss of data, loss of monies deposited, removal of software, and liability to third parties, whatever the cause, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether DCI has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of DCI for any reason and for any cause of action whatsoever in connection with this Agreement and the Product shall be limited to the amount of money received by DCI from Licensee pursuant to this Agreement. Licensee hereby releases DCI from all obligations, liability, claims or demands in excess of the limitations specified in this Section. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Section 7.05 -- Force Majeure: DCI shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of DCI, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, industrial disturbances, acts of GOD, floods, lightning, shortages of materials, rationing, earthquakes, casualty, acts of the public enemy, insurrections, embargoes, blockages, temporary unavailability of qualified service personnel at DCI’s office due to support calls received before Licensee’s call, failure of Licensee to cooperate with the reasonable requests of DCI, misuse of the Licensed Technology or Product by Licensee, End Users, or Named Users, breach of this Agreement by Licensee, and any other events reasonably beyond the control of DCI.

Section 7.06 -- Licensee Indemnification: To the extent permitted by law, Licensee shall release, defend, indemnify and hold harmless DCI and its officers, directors, employees, consultants and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from or in connection with: (i) access to and/or use of the Product by Licensee its End Users and/or Named Users (including, without limitation, any claim by third parties for breach of warranty, negligence, libel, slander, invasion of privacy or false advertising); (ii) access to the Product by Licensee, its

End Users, and/or Named Users; (iii) any use, modification, or performance of the Product; (iv) the Maintenance Services; (v) the acts (or any failure to act) of Licensee, its End Users, and/or its Named Users hereunder; (vi) any breach by Licensee, its End Users, and/or Named Users of the obligations of Licensee hereunder; (vii) or any creation of derivative works based on the Product. Licensee hereby releases DCI from (and hereby waives) any and all claims and rights of Licensee under any previous or current license, maintenance or support agreement, if any.

Section 7.07 – NCIC License: Licensee hereby represents and warrants that Licensee has acquired the necessary rights to validly access and use NCIC and MULES and that Licensee shall retain such rights for the applicable Agreement Term.

Section 7.08 -- Licensee Data Warranty: Licensee hereby represents and warrants that Licensee possesses all necessary rights, title, and interest in the Licensee Data free and clear of any encumbrances, third-party interests, and restrictions for purposes of using the Licensed Technology and any services under this License.

Section 7.09 -- Lawful Purpose: Licensee represents and warrants that Licensee Data and all Licensee access to the Licensed Technology and any services shall not violate any contract, statute, rule, regulation, or other obligation under which Licensee is bound.

Section 7.10 -- Continuation: The terms and provisions of this Article shall survive termination and cancellation of this Agreement.

#### **ARTICLE VIII: INTELLECTUAL PROPERTY**

Section 8.01 -- Ownership and Title: Title to the Product, including ownership rights to patents, copyrights, trademarks, trade secrets and any and all derivative works in connection therewith shall be the exclusive property of DCI. The Product shall not be deemed a "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101, et seq. Except as provided under Section 3.01, Licensee hereby acknowledges and agrees that Licensee shall not have or accrue any rights, title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein. Licensee hereby assigns, transfers and conveys to DCI any and all rights, title and interests Licensee may have or accrue in the Product including (without limitation) any and all copyrights, trade secrets and patents in connection therewith. Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of DCI. Licensee shall fully cooperate with DCI and provide DCI any and all assistance reasonably requested by DCI for purposes of securing, maintaining and enforcing any and all rights, title and interests DCI may have or accrue in the Product. This Agreement and the License granted herein are not a sale of a copy of the Product and do not render Licensee the owner of a copy of the Product. Ownership of the Product and all components and copies thereof shall at all times remain with

DCI, regardless of who may be deemed the owner of the tangible media in or on which the Product may be copied, encoded or otherwise fixed.

Section 8.02 -- Confidential Information: Licensee shall maintain Confidential Information of DCI in strict confidence. Licensee shall not disclose Confidential Information of DCI except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information of DCI except as otherwise permitted under this Agreement. DCI shall not disclose Confidential Information of Licensee to any third party except as may be necessary for DCI's performance of this Agreement.

Section 8.03 -- Trade Secrets: Licensee hereby acknowledges and agrees that the Confidential Information of DCI derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by DCI under the circumstances to maintain its secrecy; and is a trade secret of DCI as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 -- Proprietary Notices: Licensee shall not remove or alter any trade secret or copyright notices or proprietary legends displayed by DCI in connection with the Product. Licensee shall take such reasonable security precautions as necessary to prevent unauthorized copying or disclosure of the Product and shall insure that ownership of the Product by DCI is disclosed by prominent and appropriate display of DCI's Proprietary Notice and any other trade secret and copyright notices on each and every part of the Product and by prominent and appropriate display of the DCI trade name and trademarks on the Product.

Section 8.05 -- Employee Pirating: Licensee shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of DCI. Licensee shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of DCI.

Section 8.06 -- Noncompetition: Licensee agrees that Licensee shall not create, license, sublicense, market, or distribute any software similar to or competitive with the Product.

Section 8.07 -- Continuation: The terms and provisions of this Article shall survive termination and cancellation of this Agreement.

#### **ARTICLE IX: MISCELLANEOUS**

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Licensee without the prior written consent of DCI shall be void.

Section 9.02 -- Public Announcement: All public announcements of the relationship of DCI and Licensee



under this Agreement shall be subject to the prior written approval of DCI.

Section 9.03 -- Entire License: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by DCI and Licensee.

Section 9.05 -- Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the State of Florida, as if performed wholly within the state and without giving effect to the principles of conflict of law. Venue shall be Leon County, Tallahassee, Florida

Section 9.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail -- Return Receipt Requested, by commercial overnight delivery service or by hand to the address set forth below for DCI and to the address set forth on the signature page of this Agreement for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.

DCI:  
Diverse Computing, Inc.  
Address:  
3717 Apalachee Pkwy  
STE 102  
Tallahassee, FL 32311

Section 9.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.13 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 9.14 - Binding Authority: This Agreement is binding upon each party to this Agreement, including its respective officers, agents, servants, employees, attorneys, licensees, related companies, heirs, assigns, and successors.

Section 9.15 -- Litigation Expense: In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation.

Section 9.16 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy to DCI. Therefore, in such cases DCI shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Licensee.

Section 9.17 -- Survival: Articles I, VII, VIII, IX and Sections 3.09, 5.05, 5.06, 5.07, 6.06 and 6.09 shall survive termination and cancellation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

DCI:  
DIVERSE COMPUTING, INC.

BY: 

Print Name: Daniel G. Percy

Title: President

Date: 7/7/15

Address: 3717 Apalachee Pkwy, STE 102,  
Tallahassee, FL 32311.

WITNESS:

  
As to DCI

Amanda Lowery

LICENSEE:  
BOONE COUNTY, MISSOURI

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
As to Licensee

EXHIBIT A  
TO  
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN

DIVERSE COMPUTING, INC.

AND

BOONE COUNTY, MISSOURI ("LICENSEE")

SOFTWARE AND FACILITY DESCRIPTION

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The term "Server" shall mean one of the following (please check as applicable):

a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by Licensee and located at the specific Authorized Facility of Licensee, namely \_\_\_\_\_. Licensee shall be required to pay for a license under this Agreement for the Localized Software located at the specific Authorized Facility of Licensee, which contains the server side components.

a single computer system (including operating system software) compatible with the Licensed Technology that is owned (or leased) by DCI for which Licensee has a valid licensed right to access and is located at an Authorized Facility that is identified as either a DCI facility or a third party authorized location. Licensee shall not be required to pay for a license under this Agreement for the Localized Software located at the Authorized Facility of DCI or such authorized third party, which contains the server side components.

The Authorized Facilities of Licensee are located at (please check as applicable):

- BOONE COUNTY, MISSOURI
- Third party authorized location, namely, MULES

The term "Localized Software" shall mean the following computer software packages in object code (please check as applicable if licensed):

- eAgent Server
- eAgent Manageable Archive of Retrievable Transactions (MART) Software (server side components)
- eAgent Client Manager (ECM) Software (server side components)

The term "Multiple User Software" shall mean the following computer software in object code:

- eAgent Client for Desktop
- eAgent Client for Mobile
- eAgent Client for Handhelds
- eAgent Client for Web
- eAgent X2 Advanced Authentication
- eAgent Manageable Archive of Retrievable Transactions (MART) Software (User Interface)
- eAgent Client Manager (ECM) Software (User Interface)

EXHIBIT B  
TO  
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN

DIVERSE COMPUTING, INC.

AND

BOONE COUNTY, MISSOURI ("LICENSEE")

FEES

Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement incorporated herein by this reference.

The Fees shall be calculated as follows:

Licensee shall pay to DCI the Fees as set forth below payable in advance on or prior to the Effective Date and on or prior to each succeeding anniversary of the Effective Date for each whole or partial year in which such applicable product, service, or support is licensed and/or such applicable Devices, Application Interfaces, locations, and/or Named Users, receive access to the Licensed Technology. All amounts are in US Dollars. An individual Device may have one or more End User.

Licensee shall also pay to DCI the applicable Fees established in this Exhibit on a pro-rated basis for each additional number of Devices, Named Users, Application Interfaces, and/or locations as applicable that access the Licensed Technology per year or partial year, payable in advance in the month immediately succeeding the month in which such additional Devices, Named Users, Application Interfaces, and/or locations first receive access to the Licensed Technology. Thereafter the Fees for such additional number of Devices, Named Users, Application Interfaces, and/or locations shall be payable on or prior to each succeeding anniversary of the Effective Date with the applicable Fees for all other Product, support, and/or services.

Subject to the terms and conditions of the Agreement, DCI agrees to license the Licensed Technology **services, and/or support** to Licensee at the Fees and terms established in this Exhibit. Following the initial Agreement Term, DCI will provide sixty (60) days' notice of any Fee increase.

<u>Product/Service</u>	<u>Amount</u>	<u>Annual Fee</u>	<u>Price/Fee</u>
eAgent Client for Desktop	_____ Seat	NO	\$ _____
eAgent Client for Mobile	_____ Seat	NO	\$ _____
eAgent Client for Handhelds	_____ Named Users	YES	\$ _____
eAgent Client for Web	_____ Named Users	YES	\$ _____
eAgent X2 Advanced Authentication	_____ 55 _____ Named Users	YES	\$ 5,000.00

Installation Fees:

eAgent X2 remote installation	_____ 1 _____ Seat	NO	\$ 500.00
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The initial Fee(s) shall be an amount of money equal to \_\_\_\_\_ **\$ 5,500.00 (DUE NOW).**  
The Fee to renew after year one shall be an amount of money equal to \_\_\_\_\_ \$ 1,250.00 (after year one).

DCI:  
DIVERSE COMPUTING, INC.

LICENSEE:  
BOONE COUNTY, MISSOURI

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Daniel G. Percy

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 2/7/15

Date: \_\_\_\_\_

**FOR USE WHEN ADDING FUTURE LICENSES ONLY**

EXHIBIT C  
ADDENDUM  
TO  
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN

DIVERSE COMPUTING, INC.

AND

BOONE COUNTY, MISSOURI ("LICENSEE")

ADDITIONAL LICENSEES

Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement incorporated herein by this reference.

The Fees for additional licenses shall be calculated as follows:

Licensee shall pay to DCI the applicable Fees set forth below on a pro-rated basis for each additional number of Devices, Named Users, Application Interfaces, and/or locations, as applicable, that access the Licensed Technology per year or partial year, payable in advance in the month immediately succeeding the month in which such additional Devices, Named Users, Application Interfaces, and/or locations first receive access to the Licensed Technology. Thereafter the Fees for such additional number of Devices, Named Users, Application Interfaces, and/or locations shall be payable on or prior to each succeeding anniversary of the Effective Date with the applicable Fees for all other Product, support, and/or services.

Subject to the terms and conditions of the Agreement, DCI agrees to provide the additional licenses to access the Licensed Technology, services, and/or support to Licensee in return for the additional Fees and terms calculated in this Exhibit. DCI will provide sixty (60) days' notice of any Fee increase.

<u>Additional Product/Service</u>	<u>Additional Amount X Current Licensee Fee</u>	<u>X</u>	<u>Pro-Rated Amt*</u>	<u>= Price/Fee</u>
eAgent Client for Desktop	___ Seats (per Device)		/12	\$ _____ Annual Fee
eAgent Client for Mobile	___ Seats (per Device)		/12	\$ _____ Annual Fee
eAgent Client for Handhelds	___ Named Users (per Named User)		/12	\$ _____ Annual Fee
eAgent Client for Web	___ Named Users (per Named User)		/12	\$ _____ Annual Fee
eAgent X2 Advanced Authentication	___ Named Users (per Named User)		/12	\$ _____ Annual Fee
Maintenance Services	___ Named Users		/12	\$ _____ Annual Fee

The Total Additional Fees shall be an amount of money equal to: \$ \_\_\_\_\_

Payment Date Due for Additional Fees: \_\_\_\_\_

Date of Access to the Licensed Technology for Additional Licensees: \_\_\_\_\_

\*Number of Whole or Partial Months remaining in the applicable Agreement Term  
12 months = Pro-Rated Amount

EXHIBIT D  
TO  
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN

DIVERSE COMPUTING, INC.

AND

BOONE COUNTY, MISSOURI ("LICENSEE")

USER AGREEMENT

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THIS USER LICENSE AGREEMENT ("AGREEMENT") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND DIVERSE COMPUTING, INC., A FLORIDA CORPORATION WITH PRINCIPLE OFFICES AT 3717 APALACHEE PKY, STE 102, TALLAHASSEE, FL 32311, ("DCI") AND STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY USE THE LICENSED TECHNOLOGY AND DOCUMENTATION ("PROPRIETARY INFORMATION"). BY CLICKING ON THE "ACCEPT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE LICENSED TECHNOLOGY, USING THE EQUIPMENT THAT CONTAINS THE LICENSED TECHNOLOGY, OR USING OR ACCESSING THE LICENSED TECHNOLOGY, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT YOU SHALL NOT USE OR ACCESS THE PROPRIETARY INFORMATION AND YOU SHALL EITHER: CLICK THE "DO NOT ACCEPT" BUTTON, RETURN THE PROPRIETARY INFORMATION TO THE PLACE OF PURCHASE FOR A REFUND, OR NOT DOWNLOAD THE LICENSED TECHNOLOGY.

Section 1 -- License Grant: Your Agency has entered into a Software License and Maintenance Agreement with DCI for the licensing of the Multiple User Software, Localized Software and other software ("Software License and Maintenance Agreement"). Your use of the Licensed Technology is strictly subject to the terms and conditions of the Software License and Maintenance Agreement in addition to this Agreement. Your use of the Licensed Technology is either pursuant to a Single User License Grant or a Multiple-Users License Grant, as applicable. Subject to the terms and conditions of the Software License and Maintenance Agreement and this Agreement, under a Single User License Grant if applicable, DCI and its suppliers grant to you a non-exclusive and non-transferable license to access and use for the License Term the Documentation and to use the Licensed Technology in object code form only solely on a single central processing unit owned or leased by Agency or otherwise embedded in equipment provided by DCI solely via the Password, if any, and solely for the purposes of the Named User and/or End User, as applicable, as intended under this Agreement. Subject to the terms and conditions of the Software License and Maintenance Agreement and this Agreement, under a Multiple-Users License Grant if applicable, DCI and its suppliers grant to you a non-exclusive and non-transferable license to access and use for the License Term the Documentation and to use the applicable Licensed Technology in object code form only: (i) installed in a single location on a hard disk or other storage device; or (ii) provided the Licensed Technology is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device or (b) use of the Licensed Technology over such network. You ("User") may only use the programs contained in the Licensed Technology: (i) for which Agency has paid a fee (or in the case of an evaluation copy, those programs Agency is authorized to evaluate); (ii) for which User has received a Proprietary Information authorization key ("PAK"); (iii) solely for the User purposes intended under this Agreement; (iv) and solely via the Password, if any. This license may not be sublicensed. The term "Licensed Technology" shall mean the applicable Licensed Technology as defined in the Software License and Maintenance Agreement and all updates, upgrades, and revisions, as made available to you by DCI under the Agreement. The term "Documentation" shall mean that certain software user's guide, as provided by DCI to your Agency under the Software License and Maintenance Agreement.

Section 2 -- Password/Access: You may receive a password or passwords assigned to you for purposes of enabling you to access the Licensed Technology ("Password") during the term of this Agreement. You hereby accept responsibility for, and shall be liable for, all access to the Licensed Technology in connection with the Password. You shall be responsible for the confidentiality and maintenance of the Password and you shall not assign the Password. Any such assignment shall be void.

Section 3 -- Protection of Information: The Product is deemed confidential information and contains trade secrets and/or copyrighted materials. You shall hold such Product in strict confidence. You shall not disclose the Product to any third parties. You shall prevent any unauthorized access or use of the Product. You shall implement reasonable security measures to protect the Product. You shall abide by any policy statement of DCI in connection with the Product as provided to you by DCI or the Agency. This section shall survive termination of this Agreement.

Section 4 -- Intellectual Property Rights: You hereby agree that the Product, including without limitation and any and all derivative works whether or not authorized, shall be the sole and exclusive property of DCI and DCI shall own all rights, title and interests to the Product. This section shall survive termination of this Agreement.

Section 5 -- Prohibitions: You agree that you shall not: (i) duplicate the Product; (ii) decompile, decrypt, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Licensed Technology (or any portion thereof) by any means whatsoever; (iii) remove any Product identification, copyright, or other such notices; (iv) provide, lease, lend, use for timesharing or outsourcing or hosting, or otherwise allow third parties to use or benefit from the Product; (v) modify, incorporate into other software, or create a derivative work of any part of the Licensed Technology; (vi) assign this Agreement without the express written consent of DCI; or (vii) export the Product or allow the Product to be exported. This section shall survive termination of this Agreement.

SECTION 6 – DISCLAIMER: THE LICENSED TECHNOLOGY IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. DCI AND ITS SUPPLIERS HEREBY DISCLAIM AND YOU HEREBY WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF (I) FITNESS FOR A PARTICULAR PURPOSE; (II) MERCHANTABILITY; (III) USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; (IV) NON-INTERFERENCE; (V) SYSTEMS INTEGRATION; (VI) ACCURACY OF INFORMATIONAL CONTENT; AND (VII) TITLE AND NON-INFRINGEMENT. DCI AND ITS SUPPLIERS ARE NOT THE AUTHOR OF THE DATA. YOU HEREBY ACKNOWLEDGES AND AGREE THAT USE OF THE LICENSED TECHNOLOGY SHALL BE AT YOUR SOLE AND EXCLUSIVE RISK. DCI AND ITS SUPPLIERS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE DATA OR LICENSED TECHNOLOGY. DCI AND ITS SUPPLIERS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR HARM OR DAMAGES RESULTING FROM OR ARISING OUT OF YOUR INABILITY TO USE THE LICENSED TECHNOLOGY. DCI AND ITS SUPPLIERS NEITHER EXPLICITLY NOR IMPLICITLY, WARRANT/GUARANTEE THAT THE PRODUCT IS ERROR-FREE. IN NO EVENT WILL DCI OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF DCI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Section 7 – Agreement Termination: This Agreement is effective until terminated (“License Term”). Your rights to the Product will terminate immediately without notice from DCI if you fail to materially comply with this Agreement or the Software License and Maintenance Agreement. Upon termination of the Agreement or the Software License and Maintenance Agreement, DCI shall have the right to immediately disable or deny the Password(s) and cease your access to the Product.

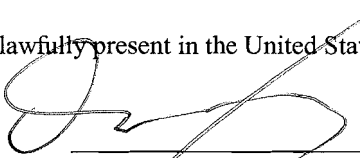
Section 8 - Restricted Rights: The Licensed Technology is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a DOD agency, the government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202, and as may be amended. Manufacturer is Diverse Computing, Inc. 3717 Apalachee Pkwy, STE 102, Tallahassee, FL 32311.

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

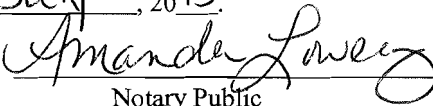
County of Leon )  
State of Florida )ss  
)

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

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

  
Affiant 7/7/15 Date  
Daniel A Percy  
Printed Name

Subscribed and sworn to before me this 7<sup>th</sup> day of July, 2015.

  
Notary Public



AMANDA LOWERY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF091509  
Expires 2/10/2018

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



Company ID Number: 543951

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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

**Company ID Number: 543951**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

## **B. RESPONSIBILITIES OF DHS**

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 543951

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 Diverse Computing, Inc.**

**Daniel Percy**

Name (Please Type or Print)

Title

**Electronically Signed**

**04/16/2012**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**04/16/2012**

Signature

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name:	<b>Diverse Computing, Inc.</b>
Company Facility Address:	<b>2473 Care Drive, Ste 103 Tallahassee, FL 32308</b>
Company Alternate Address:	<b>2473 Care Drie, Ste 103 Tallahassee, FL 32308</b>
County or Parish:	<b>LEON</b>
Employer Identification Number:	<b>593705160</b>

**Company ID Number: 543951**

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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

Company ID Number: 543951

North American Industry Classification Systems Code: 541	
Administrator:	
Number of Employees: 10 to 19	
Number of Sites Verified for: 1	
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• FLORIDA 1 site(s)</li></ul>	

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

Name:	Daniel F Percy	Fax Number:	(850) 656 - 7755
Telephone Number:	(850) 656 - 3333 ext. 252		
E-mail Address:	dpercy@diversecomputing.com		

USER NAME

PASSWORD



[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

# Entity Dashboard

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

[RETURN TO SEARCH](#)

Diverse Computing, Inc.  
DUNS: 624191727 CAGE Code: 53X58  
Status: Active

3717 Apalachee Pkwy, Ste 102  
Tallahassee, FL, 32311-3116 ,  
UNITED STATES

Expiration Date: 06/01/2016  
Purpose of Registration: All Awards

## Entity Overview

### Entity Information

**Name:** Diverse Computing, Inc.  
**Business Type:** Business or Organization  
**POC Name:** Daniel Percy  
**Registration Status:** Active  
**Activation Date:** 06/02/2015  
**Expiration Date:** 06/01/2016

### Exclusions

**Active Exclusion Records?** No



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of July

20 15

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 Sheriff's Department to replace a jail clothing dryer.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	4,797	
1256	92300	Sheriff HK/Maintenance	Repl Machine & Equipment		4,797

Done this 16th day of July, 2015.

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

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner

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

7/9/15  
**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	4,797	
1256	92300	Sheriff HK/Maint	Repl Mach & Equip		4,797
				<u>4,797</u>	<u>4,797</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):

Two inmate clothing dryers in the jail were purchased in 1998. Our maintenance technician submitted a proposal for us to replace both of them in the FY16. However, one of them has recently failed and is in need of a high dollar repair, the parts alone are \$1,326.00. A new dryer with freight and installation is \$4,797.00. Also, we learned from our supplier that all electrical components for these dryers are no longer available. We have exhausted all inventory we have of spare parts.

*JAIL DRYER REPLACEMENT*

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

-----  
**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*

*[Signature]*      Auditor's Office  
\_\_\_\_\_  
PRESIDING COMMISSIONER

*[Signature]*      DISTRICT I COMMISSIONER

*[Signature]*      DISTRICT II COMMISSIONER



MidAmerica Equipment Company

4629 W Calhoun St  
Springfield, MO 65802

(417) 862-8464

Quote

Date	Quote #
7/6/2015	1438

Name / Address
<del>Deer County Facility Maintenance</del> <i>B.C. Skarr</i> Bob Schwartz 2121 County Drive Columbia Mo. 65201 <i>Dept.</i>

Installation includes (if applicable):  
 Setting in place, levelling, and grouting bases and bolting them to the floor, then bolting extractor to bases.  
 Setting in place and levelling tumblers.  
 Setting in place and levelling Horizons and toploads, hooking up basic hot and cold hoses, placing drain hose in stand pipe.  
 Keowee can NOT do plumbing, electrical, or structural work due to code restrictions.

Warranty:  
 90 days labor  
 3 years on all parts (excluding wear parts)  
 5 years on frame and bearings

Rep
AC

Item	Description	Qty	Unit Price	Total
ST075BEO	Speed Queen Electric Quantum Gold 75 lb Tumbler, OPL, White, 208/60/3, OPT auto dry	1	4,150.00	4,150.00
			<del>132.00</del>	<del>132.00</del>
Installation	delivery and install	1	495.00	495.00
<b>Total</b>				<b>\$4,797.00</b>

Approved   
 Customer Signature

Chad Martin

## CLOTHES DRYER #2 History and present condition

Purchased 6/11/1998

Major repairs made

6/27/2008 Replaced drum bearings and dryer motor

2/27/2013 Replaced tumber drive mechanism

Other small parts were replaced over the years as normal maintenance

Currently the dryer is out of service and in need of replacement parts to include;

2 drum bearings

drum shaft

tunnion housing and mount

Cost of parts = \$1326.00 plus shipping



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

July

20

15

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 General Consultant Services Agreement with CFS Engineers.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreement.

Done this 16th day of July, 2015.

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

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 16<sup>th</sup> day of July, 2015, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CFS Engineers (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2015 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2015. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

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

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.



11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.


12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

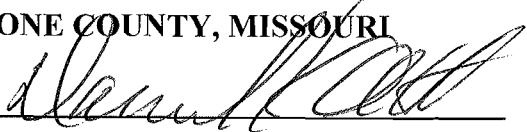
**CFS ENGINEERS**

By   
LANCE W. SCOTT

Title VICE PRESIDENT

Dated: 7/1/15

**BOONE COUNTY, MISSOURI**

By 

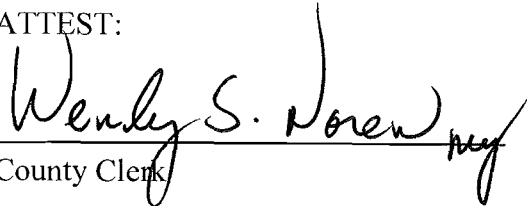
Presiding Commissioner

Dated: 7-16-15

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



## 2015 RATE SCHEDULE

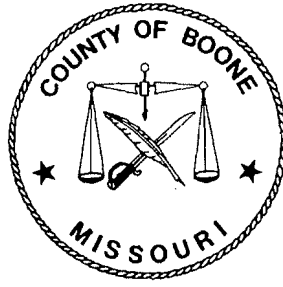
COOK, FLATT & STROBEL ENGINEERS, P.A.

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$235.00
Project Manager	\$205.00
Senior Engineer	\$165.00
Engineer	\$135.00
Junior Engineer	\$105.00
Senior Design Technician	\$130.00
Senior Technician	\$115.00
Technician	\$103.00
Junior Technician	\$73.00
Licensed Surveyor	\$135.00
Survey Chief	\$105.00
Survey Technician	\$103.00
Survey Crew (2 men)	\$175.00
Survey Crew (3 men)	\$250.00
Construction Manager	\$130.00
Construction Supervisor	\$115.00
Senior Construction Technician	\$97.00
Construction Technician	\$84.00
Junior Construction Technician	\$73.00
Administrative	\$73.00
Clerical/Support	\$52.00

### Direct Expenses

Mileage	\$0.56/mile
Motel	At Cost
Meals	\$46.00/Day
Printing (Black & White)	\$0.25/sq. ft.
Printing (Color)	\$2.00/sq. ft.
Mylars	\$3.00/sq. ft.

Form 12513



**CFS Engineers**

**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	✓

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

16th

day of

July

20

15

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

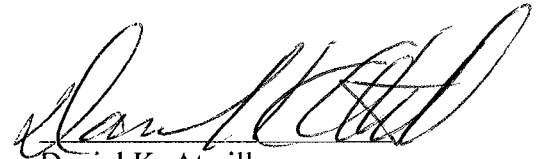
Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between Boone County and Friends of the Centralia Battlefield.

The terms of the Memorandum are stipulated in the attached. It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

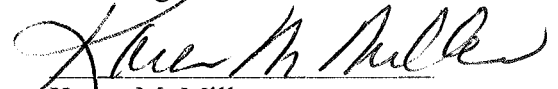
Done this 16th day of July, 2015.

ATTEST:

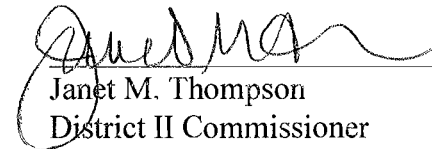
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Kayen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 16<sup>th</sup> day of July, 2015, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Friends of the Centralia Battlefield, a Missouri nonprofit Corporation, (herein Centralia Battlefield).

WHEREAS, County has possession of the "Confederate Rock," originally donated to the City of Columbia in 1935 by the local chapter of the United Daughters of the Confederacy and transferred by the City of Columbia to the County in 1974 for display on the grounds of the Boone County Courthouse; and

WHEREAS, Centralia Battlefield operates a historic site in northern Boone County, Missouri, and desires to take possession and ownership of the Confederate Rock and display the same at its historic site; and

WHEREAS, County desires to relocate Confederate Rock to Centralia Battlefield's historic site at County's expense, and transfer all right, title, and ownership that County has in the Confederate Rock to Centralia Battlefield; and

WHEREAS, the transfer of the location of this item to an appropriate historical display operated by Centralia Battlefield will benefit Boone County.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. County will relocate the Confederate Rock (a picture of which is attached hereto as Exhibit "A" and incorporated herein) to the location in Boone County operated by Centralia Battlefield at County's expense, not to exceed Three Thousand Five Hundred Dollars (\$3,500.00).

2. Centralia Battlefield agrees to accept ownership of the Confederate Rock, and agrees to display the same on its historic site operated in Boone County, Missouri.
3. The relocation from the Boone County Courthouse grounds will occur on or before the 1st day of November, 2015.
4. Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

**Friends of the Centralia Battlefield**

**Boone County, Missouri**

By:

By:

\_\_\_\_\_  
John H. Chance, President

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
James Robertson, Secretary

\_\_\_\_\_  
Wendy S. Moren, Boone County Clerk

Approved as to Legal Form:

\_\_\_\_\_  
C.J. Dykhouse, County Counselor



Exhibit A

