

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

1st

day of September

20 15

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

Now on this day the County Commission of the County of Boone does hereby **deny** the request by David L. Sallee to amend a permit for a lagoon on 5 acres, located at 11251 N Hecht Rd., Hallsville.

Done this 1st day of September, 2015.

ATTEST:

Wendy S. Noren *my*
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

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1st

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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 **approve** the request by MD Storage of Columbia LLC for a permit for self- storage units on 1.46 acres located at 1080 E Shalimar Dr., Columbia with the following conditions:

- Dust-free paving, minimum chip-seal, is required for all drive surfaces.
- Exterior lighting must be focused inward and downward to prevent light from leaving the site.
- A new privacy fence to be installed and maintained in good condition on the south and west sides, a chain link fence on the east side, and landscape screening and architectural fence on the north side. The screening is to be based on two off-set rows of conifers with 15' triangulated centers. When a planting dies, it must be replaced with a similarly-sized element. (amended from staff recommendation)

A site plan, including landscaping, fencing, and lighting details to be provided as part of the permitting process.

Done this 1st day of September, 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
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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 **approve** the request by Sally Leann Frazier on behalf of USCOC of Greater Missouri LLC for a transmission facility, including a 190' tower, on 37.59 acres, located at 20305 N Hwy 124, Centralia.

Done this 1st day of September, 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

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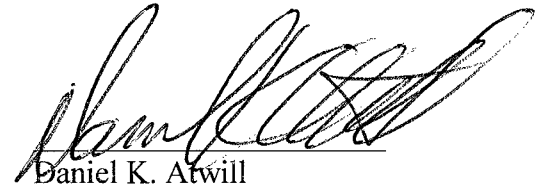
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Walter and Katherine Garrett to rezone from C-N (Neighborhood Commercial) to R-S (Single Family Residential) on .58 acres, more or less, located at 9800 W. Wilhite Rd., Rocheport.

Done this 1st day of September, 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

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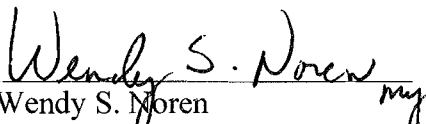
the following, among other proceedings, were had, viz:

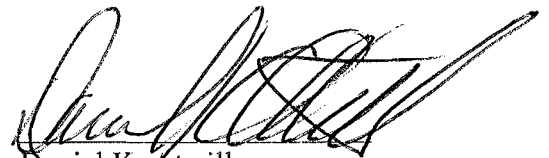
Now on this day the County Commission of the County of Boone does hereby **approve** the request by Jerome and Jeannie Taylor to approve a revised Review Plan for Happy Hollow Estates Lot 4 on 15.30 acres, more or less, located at 801 E Happy Hollow Rd., Columbia subject to the following condition:

- That no final plan or plat be submitted or approved until an agreement on the provision of sewer service be made to the satisfaction of the City of Columbia, the Boone County Regional Sewer District, and the Director of Boone County Resource Management.

Done this 1st day of September, 2015.

ATTEST:

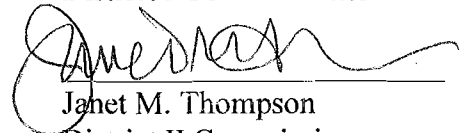

 Wendy S. Moren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

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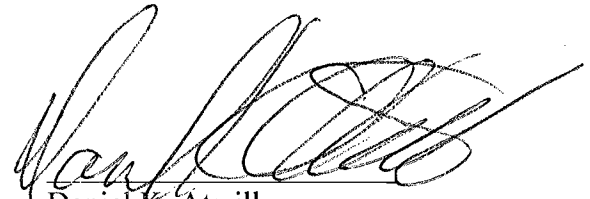
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Darren and Katie Nickerson to approve a Final Development Plan on 10.73 acres, more or less, located at 7400 S Warren School Rd., Columbia.

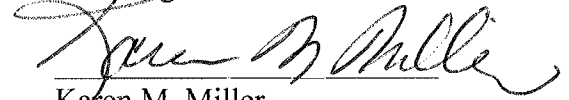
Done this 1st day of September, 2015.

ATTEST:

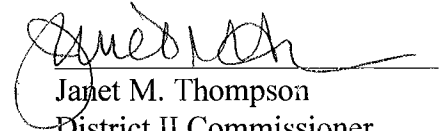
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 1st day of September 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 request by SUERONDOW Farms LLC to approve a Final Development Plan on 1.56 acres, more or less, located at 5020 N Rte Z, Columbia.

Done this 1st day of September, 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

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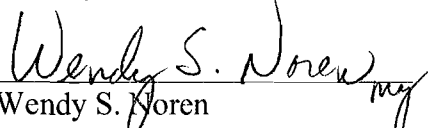
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

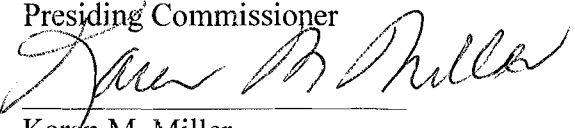
- Replat of East Locust Grove Plat 1. S2-T48N-R12W. R-S. David and Sandra Day, owners. Ronald G. Lueck, surveyor.
- Jefferson Acres. S30-T47N-R12W. A-2. Patrick W. Lee, owner. C. Stephen Heying, surveyor.
- Nickerson Estates. S8-T47N-R13W. A-2P. Darren and Katie Nickerson, owners. Jay Gebhardt, surveyor.
- Lake Chateau Plat 2. S29T48N-R11W. R-S. R. Newton and Joyce Riley, owners. Timothy J. Reed, surveyor.

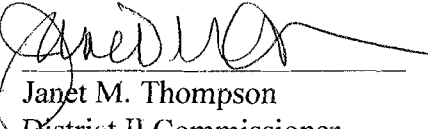
Done this 1st day of September, 2015.

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

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Term. 20 15

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In the County Commission of said county, on the

1st

day of

September

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 45-06AUG15 – Shelter Foundation and Site Work for Battle School Project to McGilton Construction Co., Inc. of Parkville, 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 1st day of September, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren *my*
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

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 **McGilton Construction Co., Inc.** (hereinafter referred to as the Contractor).

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

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

BID NUMBER 45-06AUG15
SHELTER FOUNDATION AND SITE WORK FOR BATTLE SCHOOL
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document. The contract award shall be 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 Shelter Foundation and Site Work for Battle Elementary School for Seventeen Thousand Four Hundred Dollars (\$17,400).

Contractor agrees to begin the work within 15 days after receipt of Notice to Proceed and complete the above work within 20 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 Form
- Statement of Bidder's Qualifications
- Standard Terms and Conditions
- Work Authorization Certification
- Debarment Certification
- Anti-Collusion Statement
- Signature and Identify of Bidder
- Bidder's Acknowledgment
- Annual Wage Order #22, dated 06/09/15
- Insurance Requirements
- Site Drawings
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law Form
- McGilton Construction Co., Inc. Bid Response dated 08/03/15

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 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.

393-2015

The Owner agrees to pay the Contractor in the amount:

Seventeen Thousand Four Hundred Dollars and Zero Cents (\$17,400.00)

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 9-1-15
at Columbia, Missouri. (Date)

CONTRACTOR:
MCGILTON CONSTRUCTION CO, INC.

OWNER:
BOONE COUNTY, MISSOURI

By: Carol McGilton
Authorized Representative *Signature*

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

By: Carol McGilton
Authorized Representative *Printed Name*
Title: President

Approved as to Legal Form:

ATTEST:

CJ Dykhouse
CJ Dykhouse
Boone County Counselor

Wendy S. Noren
Wendy Noren
County Clerk *my*

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.)

2704-91300- \$17,400.00

Jane Pichford by JP 08/24/15
Signature Date Appropriation Account

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of _____)
)ss
State of _____)

My name is _____ . I am an authorized agent of _____
_____ (Company). I am aware of the requirements for OSHA training set out in
§292.675 Revised Statutes of Missouri for those working on public works. All requirements of
said statute have been fully satisfied and there has been no exception to the full and complete
compliance with said provisions relating to the required OSHA training for all those who
performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

_____ _____
Affiant Date

Printed Name

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

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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

4. Response Form

Company Name: McGilton Construction Co., Inc.
 Address: 13015 N Crooked Rd.
 City/Zip: Parkville, MO 64152
 Phone Number: 816-741-6161
 E-Mail: Carol@McGiltonConst.com
 Fax Number: 816-587-1762

Federal Tax I.D. 43-1669423
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.00 PRICING

4.01. Shelter Foundation and Site Work per the requirements stated herein.

Seventeen Thousand Four Hundred DOLLARS and zero CENTS
 (Quoted cost in print) \$ 17,400.00 /LUMP SUM

4.02. Work will begin on project 15 days after receipt of Notice to Proceed.

4.03. Work will be completed 20 days after receipt of Notice to Proceed.

4.04. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>
<u>N/A</u>	_____
_____	_____

4.05. 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.

Authorized Representative (Sign By Hand): Carol McGilton Date: 8/3/15

Print Name and Time of Authorized Representative:
Carol McGilton 2:20 pm

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: McGilton Construction Co., Inc.
2. Business Address: 10315 N Crooked Rd. Parkville, MO 64152
3. When Organized: 1977
4. When Incorporated: 3/1/1994 5. List federal tax identification number: 43-1669423
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: 21
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why? no
10. Have you ever defaulted on a contract? no If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. see attached
12. List of projects currently in progress: see attached

* Attach additional sheets as necessary *

McGilton Construction Company Inc.

State of Missouri, Woman-Owned Business Enterprise, WO3591

City of Kansas City, MO Woman Business Enterprise (WBE) NAICS 237130, 238910, 238110, 561210

State of Kansas, Woman Business Enterprise (WBE) NAICS 237130, 238910, 238110, 561210

13015 North Crooked Road, Parkville, Missouri 64152

(816) 741-6161 phone (816) 587-1762 fax Carol@mcgiltonconst.com



Similar Projects completed in the last three years

	Project Value
2012	
• Verizon-Sherlock, 1305 E 104 th St. Kansas City, MO 64131.....	\$ 60,998.00
• Verizon-Glendale, 39185 Elm Trail Rd. Unionville, MO 63565.....	\$ 153,699.00
• Verizon-Hollister, 204 E Main St. Branson, MO 65616.....	\$ 454,077.00
2013	
• Verizon-Kissee Mills, 464 Church Camp Rd. Taneyville, MO 65759.....	\$ 189,140.00
• Verizon-Zona Rosa, 7505 NW Old Tiffany Springs Rd. Kansas City, MO 64153...\$	97,891.00
• Crown Castle-Whiteman AFB, 51 SE HWY 23 Knob Noster, MO 65336.....	\$ 72,099.00
2014	
• Verizon- Parkville DT, 819 Main St. Parkville, MO 64152.....	\$ 177,319.00
• Verizon-Lincoln City, 20930 HWY H Lincoln, MO 65338.....	\$ 170,423.00
• Crown-Smithville DT, 1098 S US HWY 169 Smithville, MO 64089.....	\$ 77,703.00

Projects currently in Progress

2015	
• Crown-Garden City, 31117 S County Rd F Garden City, MO 64747.....	\$ 106,578.00
• Verizon- 18 th & Troost, 1119 E 21 st St. Kansas City, MO 64108.....	\$ 64,376.00
• Verizon-Fishing River, 9202 NE 112 th St. Kansas City, MO 64157.....	\$ 52,638.00

Company ID Number: 352685

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 McGilton Construction Co 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: 352685

North American Industry Classification Systems Code:	238
Parent Company:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Carol S McGilton	Fax Number:	(816) 587 - 1762
Telephone Number:	(816) 741 - 6161		
E-mail Address:	carol@mcgiltonconst.com		

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

County of Platte)

State of Missouri)ss
)

My name is Carol McGilton. I am an authorized agent of McGilton Construction Co., 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 hereto.

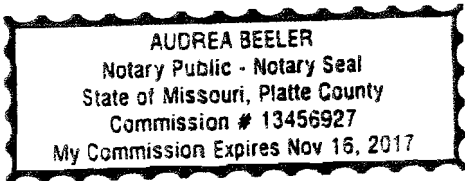
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Carol McGilton 8/3/15
Affiant Date

Carol McGilton
Printed Name

Subscribed and sworn to before me this 3rd day of August, 2015.

Audrea Beeler
Notary Public



CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Carol McGilton
Applicant

8/3/15
Date

Carol McGilton
Printed Name

MISSOURI
DRIVER LICENSE

License Number **2000000000**


MCGILTON
CAROL SUE
13015 N CROOKED RD
PARKVILLE, MO 64152

Birthdate _____ Expiration Date _____

Female 5'05 180 lbs Brown Eyes
Restrictions _____ Endorsements _____

Carol M. S. McGilton

Class
F



(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.

Carol McGilton President

Name and Title of Authorized Representative

Carol McGilton
Signature

8/3/15
Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Platte

Carol McGilton, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of McGilton Construction CO., Inc.
(Name of Bidder)

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

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

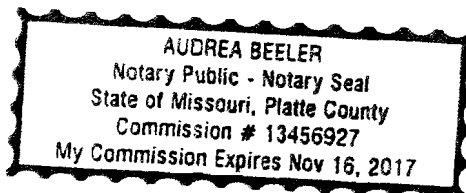
By Carol McGilton By _____

By Audrea Beeler

Sworn to before me this 3RD day of August, 20 15

Audrea Beeler
Notary Public

My Commission Expires Nov 16, 2017



SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated 8/3/15, 20 15

Name of individual, all partners, or joint venturers:

Address of each:

Address of principal place of business in doing business under the name of:

13015 N Crooked Rd. Parkville, MO 64152
(If using a fictitious name, show this name above in addition to legal names.)

McGilton Construction Co., Inc.
(If a corporation – show its name above)

Carol Maselle

ATTEST:

Andrea Buehler
(Secretary)

CFO
(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri County of Platte

On this 3 day of August, 20 15

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

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

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

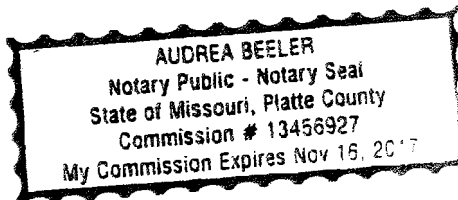
(if a corporation) that he is the President
President or other agent

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

Witness my hand and seal at _____ the day and year first above written. (SEAL)

Andrea Beeler Notary Public

My Commission expires Nov 16 . 20 17 .



BIDDER'S ACKNOWLEDGMENT

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

State of Missouri County of Platte

On this 3 day of August, 20 15

before me appeared Carol McGilton to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and (if a sole individual) acknowledged that he executed the same as his free act and deed.

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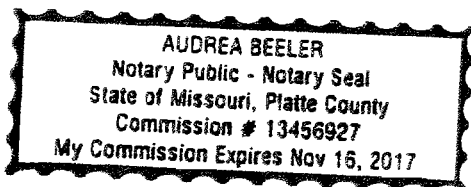
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President or other agent

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

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

Audrea Beeler Notary Public

My Commission expires Nov 16, 20 2017





March 31, 2015

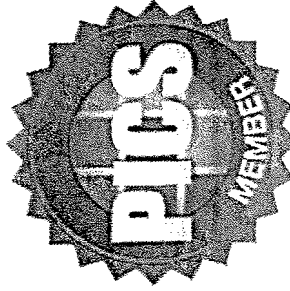
McGilton Construction Co., Inc.

Became a Member of the PICS Consortium on:

2/11/15

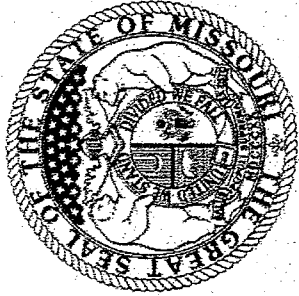
This document certifies that the company above is a Member of the PICS Consortium. This company will be an authorized user of the PICS database, as long as a full PICS membership is maintained.

John D. Moreland
John Moreland, President



AM at

Jesse Cota, V.P. Operations



State of Missouri
Office of Administration
Office of Equal Opportunity

Doug Nelson
Commissioner of Administration

Celeste Metcalf
Director

This is to certify **McGilton Construction Co., Inc.** qualifies as a **Woman-Owned Business Enterprise** that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Celeste Metcalf

Celeste Metcalf, Director, Office of Equal Opportunity

Certification Number W03591 Date of Issue 2/18/2015 Date of Expiration 2/1/2018



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

REQUEST FOR BID (RFB)

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
(573) 886-4393 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **45-06AUG15**
Commodity Title: **Shelter Foundation and Site Work for Radio Tower Project
for Battle Elementary School**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Thursday, August 6, 2015
Time: 2:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 110
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Thursday, August 6, 2015
Time: 2:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
613 E. Ash, Conference Room
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Attachments: Statement of Bidder's Qualifications
Standard Terms and Conditions
Instructions for House Bill 1549
Work Authorization Certification
Individual Bidder Affidavits
Debarment Form
Anti-Collusion Statement
Signature & Identify of Bidder

Bid Contents, Continued

Bidder's Acknowledgement
Annual Wage Order #22
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
"No Bid" Response Form

1. Introduction and General Conditions of Bidding

1.1. INVITATION – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

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.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations 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/entities which may provide the subject goods and/or services.

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.

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 e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

1.4. Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.5. Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.6. AWARD – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.7. 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.

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.

1.8. 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

ITEMS TO BE PROVIDED

1.0 GENERAL:

1.01 These specifications describe construction work associated with the installation of a new communication facility at the rear of Battle Elementary School, 2600 Battle Avenue, in Columbia, Missouri. The work will consist of performing minor site grading, installing an equipment shelter foundation and a pad for an engine-generator set.

1.02 Contractor shall provide all materials, services, machinery, and labor to perform the described work.

1.03 All work will adhere to any pertinent standard construction requirements established and published by County of Boone.

1.04 County will be responsible for obtaining local zoning clearances and construction permit.

1.05 Contractor shall be responsible for obtaining all permits required for his specific work tasks.

1.06 County will furnish a graded road up to the actual tower unloading site.

1.07 Following work each day, Contractor shall leave the site clear of construction debris, excess material, and unused supplies or equipment, including paper, plastic, metal cans, shipping crates, shipping boxes or any rubbish resulting from the work.

1.08 Contractor will have free access to the tower site but Contractor shall coordinate site access and all work with County's representative.

1.09 Prior to start of work, Contractor must furnish list of all personnel who will be working at site. These personnel must satisfy background checking as required by Columbia Public Schools and/or County.

1.10 Contractor shall be responsible for coordinating all required inspections. Failure to complete special inspections or County construction inspections shall be grounds for County to reject work and any claims for payment from Contractor.

1.11 Contractor shall furnish copy of delivery ticket for each separate mixer load of material from concrete plant to County's representative.

1.12 County does not have electricity at site. Contractor must arrange for portable electrical power if needed for the work.

1.13 While drawings depict several site components, Contractor only responsible for (1) shelter foundation, (2) generator pad, (3) shelter tie-down under this RFB.

2.00 DESIGN:

2.01 Refer to drawings C1 and C2 for general site orientation, and drawings S1 and ME1 for specific requirements for shelter foundation and generator pad.

2.02 Equipment shelter is a rigid, pre-cast concrete unit. Shelter foundation shall be level and flat within plus-or-minus one-fourth inch and exterior dimensions shall be exactly 10'-0" x 20'-0".

2.03 Equipment shelter is furnished with four steel tie-down plates as shown on drawing S1. Contractor shall install tie-down plates after shelter is placed on foundation. Installation shall use anchors as specified by shelter manufacturer and approved by County.

2.04 Contractor shall work cooperatively with County's representative in preparation of site for installation of grounding system. Work by others to Cadweld ground wires to reinforcing steel in shelter foundation and generator pad must occur prior to placing concrete.

3.00 CONSTRUCTION

3.01 Vertical walls (or piers) and flatwork shall be made in one continuous pour.

3.02 Top of generator pad shall be level. Top surface shall be broom finished with smoothed edges.

3.03 Top of generator pad shall be at least four inches above finished grade.

3.04 Top of shelter foundation shall be at least six inches above finished grade.

3.05 A 1" chamfer as shown in section "C-C" shall be applied around perimeter of shelter foundation.

3.06 All forms and reinforcing shall be approved by County inspectors.

3.07 All debris, mud, water, etc. shall be removed from within forms prior to depositing concrete.

3.08 Concrete shall be discharged from mixer and placed in a manner which requires minimum handling. Moving from point of deposit to final position shall be by shoveling.

3.09 Freshly deposited concrete shall be vibrated or handled so that forms will be completely filled (no honey-combing) and concrete surface shall have a neat and workmanlike appearance.

3.10 Concrete shall be maintained in a moist condition for seven days after placement and protected from injury by rain, sun, elevated temperature or flowing water.

3.11 Concrete is to achieve minimum strength of 3,000 pounds in 28 days.

3.12 Excavation shall be backfilled as soon as practicable but only AFTER inspection of foundation by County. Backfill material shall be free from extraneous material. It shall be placed in layers not more than ten inches except that finish material shall not exceed layers of 6 inches. Backfill shall be compacted to density comparable to adjacent, undisturbed earth.

3.13 Reinforcing steel shall be new and free from loose rust or scale, grease, dirt or other coatings which will destroy or reduce bond. A tight film of mill scale will not be considered objectionable.

3.14 Spoils from foundation excavation may be distributed at site as directed by County's representative. Vendor may not clean out concrete mixer at site.

4.00 ATTACHMENTS

4.01 All attachments shall be considered a part of this specification.

4.02 The following drawings are included for use by Bidder:

Drawing of tower easement

C1 General site plan

C2 Compound plan

S1 Shelter foundation design

ME1 Electrical riser and generator pad design

5.00 SPECIAL PROVISIONS

5.01 Debarment and Suspension: By submission of its Bid Response, Vendor agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically, the Vendor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

5.02 Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

5.03 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.

- A. 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.

- B. 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 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- C.** 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 endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- D. Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- E. Subcontractors:** 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.
- F. 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 Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- G. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, 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.
- H.** 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.

5.04 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 subcontractors 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.

5.05 Warranty & Guarantee - Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work- If required by Owner, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by County Department Designee, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period- If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with

non-defective Work. If Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

5.06 Prevailing Wage: Contractor agrees that it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor and all Subcontractors shall be required to submit to the designated representative of the County using department, certified copies of labor payrolls and statements of compliance (Form WH-347) for each week that work is in progress. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

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

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

- a. The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

After completion of the work and before final payment can be made under this contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law

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

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

5.09 SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner as indicated below), whether initially or as a substitute, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

5.10 ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the

extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

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

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

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

5.13 DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

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

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

5.16 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.

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

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

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

5.18 PAYMENT: This will be a lump sum payment contract upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

5.19 INVOICES: Invoices should be submitted to Boone County Joint Communications, Attn: Pat Schreiner for payment 30 days after receipt of a correct and valid invoice. The billing address is Boone County Joint Communications, 17 N 7th Street, Suite A, Columbia, MO 65201.

5.20 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@boonecountymmo.org.

3. Response Presentation and Review

RESPONSE CONTENT – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder’s Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A”. Manufacturer’s published specifications for the items requested shall be included with the response.

SUBMITTAL OF RESPONSES – Responses MUST be received by the date and time notes on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

Advice of Award – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County’s web page at www.showmeboone.com.

BID OPENING – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

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 reason 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.

RESPONSE CLARIFICATION – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

Rejection or Correction of Responses – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.

EVALUATION PROCESS – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

Method of Evaluation – The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

Endurance of Pricing – Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

Company Name: _____
Address: _____
City/Zip: _____
Phone Number: _____
E-Mail: _____
Fax Number: _____

Federal Tax I.D. _____
() Corporation
() Partnership - Name _____
() Individual/Proprietorship - Individual Name _____
() Other (Specify) _____

4.00 PRICING

4.01. Shelter Foundation and Site Work per the requirements stated herein.
_____ DOLLARS and _____ CENTS
(Quoted cost in print)
\$/LUMP SUM

4.02. Work will begin on project _____ days after receipt of Notice to Proceed.

4.03 Work will be completed _____ days after receipt of Notice to Proceed.

4.04. Subcontracting: If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Table with 2 columns: Subcontractor Name/Address, Work Assigned. Includes two rows of blank lines for entry.

4.05. 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.

Authorized Representative (Sign By Hand): _____ Date: _____

Print Name and Title of Authorized Representative: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____
10. Have you ever defaulted on a contract? _____ If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***



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

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, 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. **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.

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=75bee2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bee2e261405110VgnVCM1000004718190aRCRD>

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.**

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

County of _____)

)ss

State of _____)

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

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

Affiant

Date

Printed Name

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

Notary Public

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.

Name and Title of Authorized Representative

Signature

Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____

(Name of Bidder)

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

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

By _____ By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20 _____

Name of individual, all partners, or joint venturers:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

Address of principal place of business in doing business under the name of:

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

 (If a corporation – show its name above)

ATTEST:

 (Secretary)

 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____ County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

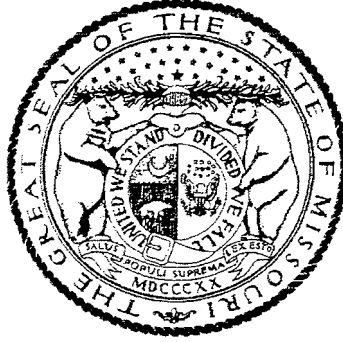
Notary Public

My Commission expires _____, 20 _____.

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. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

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

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

BOONE COUNTY
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.

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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 Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
(To be returned at end of project)

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public



“No Bid” Response Form

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

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

“NO BID RESPONSE FORM”

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

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

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

**Bid: 45-06AUG15 – SHELTER FOUNDATION AND SITE WORK FOR
BATTLE ELEMENTARY SCHOOL**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

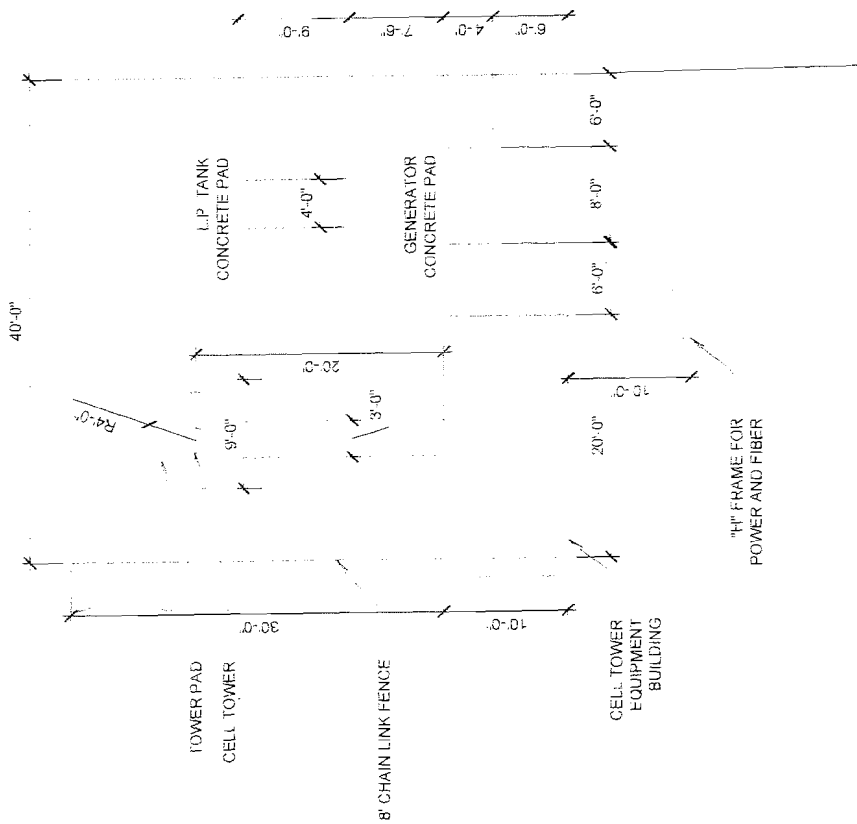
Date: _____

Reason(s) for not bidding:

INSERT

SITE DRAWINGS

HERE



CELL TOWER COMPOUND SITE PLAN

SCALE 1" = 10'-0"

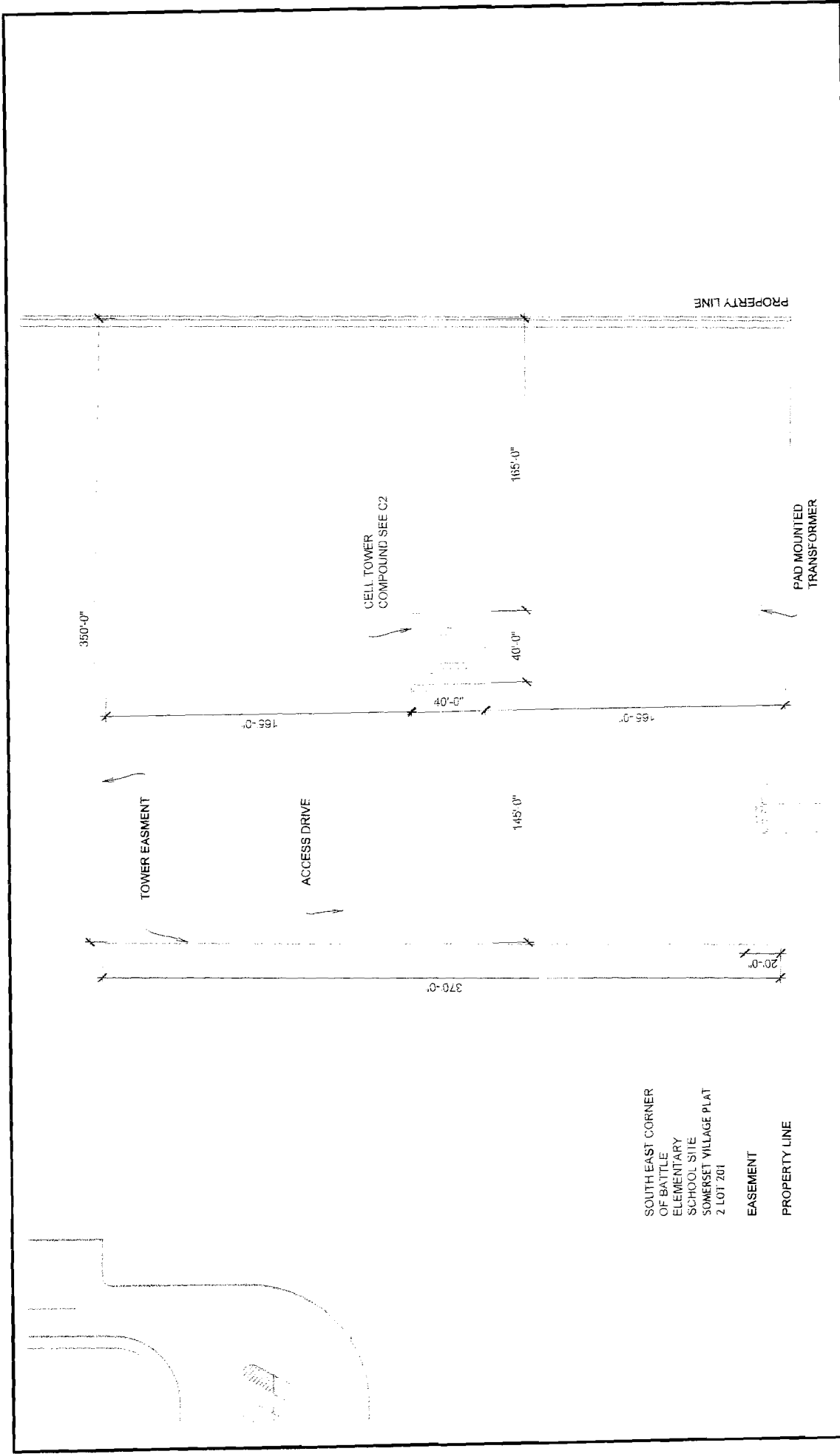


A1

COLUMBIA PUBLIC SCHOOLS - BATTLE ELEMENTARY SCHOOL TOWER

DATE 07/13/15

C2



SOUTH EAST CORNER
 OF BATTLE
 ELEMENTARY
 SCHOOL SITE
 SOMERSET VILLAGE PLAT
 2 LOT 201

EASEMENT
 PROPERTY LINE

350'-0"

370'-0"

TOWER EASEMENT

ACCESS DRIVE

CELL TOWER
 COMPOUND SEE C2

PAD MOUNTED
 TRANSFORMER

PROPERTY LINE

166'-0"

166'-0"

165'-0"

145'-0"

20'-0"

40'-0"

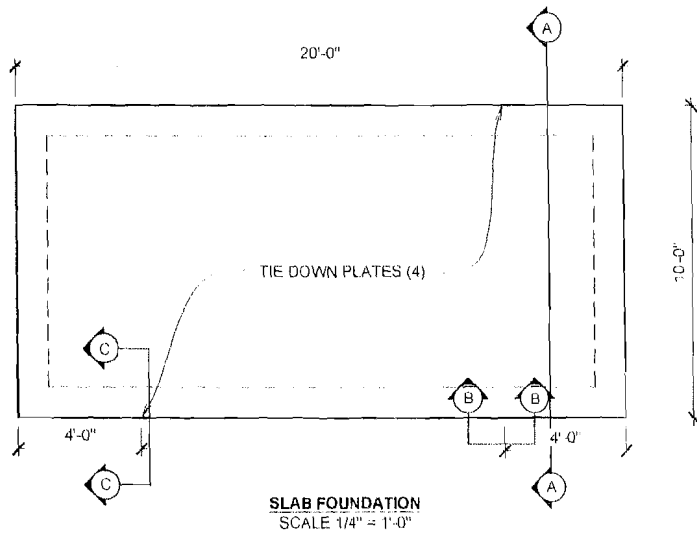
C1
 DATE: 07/19/18

TOWER SITE PLAN

SCALE 1" = 50'-0"

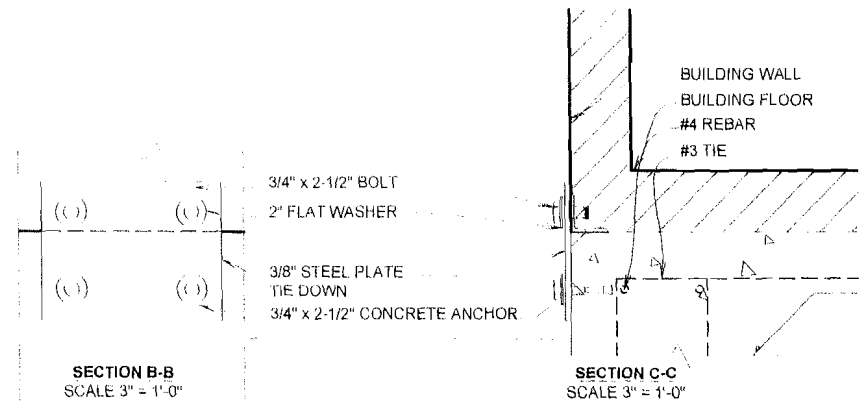
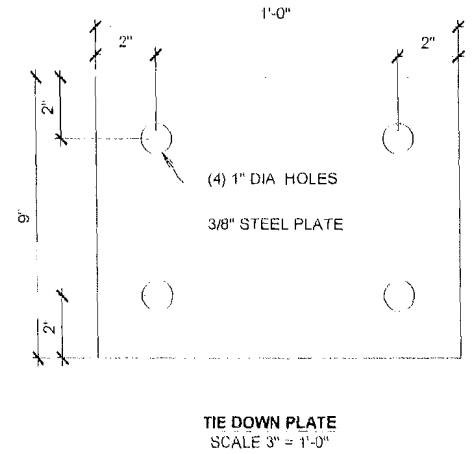
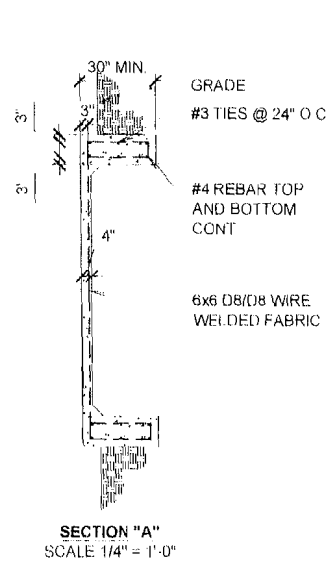


PROJECT: COLUMBIA PUBLIC SCHOOLS - BATTLE ELEMENTARY SCHOOL TOWER



NOTES

1. SLAB TO BE LEVEL +/- 1/4"
2. FOOTING TO EXTEND A MINIMUM OF 30" BELOW UNDISTURBED SOIL AND FROST LINE.
3. FINAL SITE DESIGN IS THE RESPONSIBILITY OF THE SITE CONTRACTOR
4. SOIL BEARING PRESSURE 2000 P.S.F. MIN
5. MAXIMUM SOIL PLASTICITY INDEX OF 27
6. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 P.S.I.



EQUIPMENT BUILDING FOUNDATION PLAN AND DETAILS
SCALE: 1" = 10'-0"

COLUMBIA PUBLIC SCHOOLS - BATTLE ELEMENTARY SCHOOL TOWER

DRAWN BY: S1

DATE: 08/28/15

SEE
SITE DRAWINGS
ON COUNTY WEB PAGE AT
WWW.SHOWMEBOONE.COM

***Then select “Purchasing” (along left),
then select “Current Bids”, then bid
number 45-06AUG15***

***Drawings on web site have more
functionality***

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](#)

MCGILTON CONSTRUCTION CO., INC.
 DUNS: 086045366 CAGE Code: 0TVB4
 Status: Active

13015 N W CROOKED RD
 KANSAS CITY, MO, 64152-4938 ,
 UNITED STATES

Expiration Date: 07/13/2016
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: MCGILTON CONSTRUCTION CO., INC.
Business Type: Business or Organization
POC Name: Carol McGilton
Registration Status: Active
Activation Date: 07/14/2015
Expiration Date: 07/13/2016

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

WWW7

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



USA.gov

Client#: 753

MCGILCON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2015

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 Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Nicole Winkler PHONE (A/C, No, Ext): 913-676-9233	FAX (A/C, No):	
	E-MAIL ADDRESS: nicole.winkler@hwins.com		
INSURED McGilton Construction Co Inc 13015 NW Crooked Road Parkville, MO 64152	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : West American Insurance Co		44393
	INSURER B : Ohio Casualty Insurance Company		24074
	INSURER C : American Fire and Casualty Comp		24066
	INSURER D : Hartford Fire Insurance Company		19682
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BKW1652140803	04/01/2015	04/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			BAO1652140803	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO1652140803	04/01/2015	04/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XWA1652140803	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased/Rented Equipment			37MSNJ7160	04/01/2015	04/01/2016	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Boone County Purchasing is included as additional insured in regards to General Liability and Automobile Liability as their interest may appear as required by written contract. Policies will be endorsed to provide 30 day notice of cancellation to the certificate holder.

CERTIFICATE HOLDER Boone County Purchasing 613 E Ash Street Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

LEEKY

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

1st

day of September

20 15

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

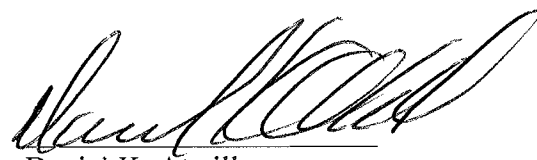
Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and United Parcel Service, Inc. for use of a specified area within the Central Missouri Events Center.

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

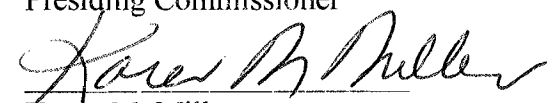
Done this 1st day of September, 2015.

ATTEST:

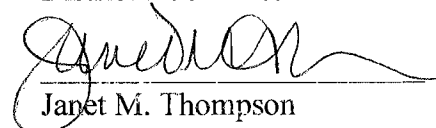
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT is entered into by and between the **County of Boone**, 801 E. Walnut, Room #333, Columbia, Missouri 65201 and **United Parcel Service, Inc.**, (UPS), c/o Kevin Stoelting, UPS Real Estate Director, 636 E Sandy Lake Road, Coppell, TX 75019:

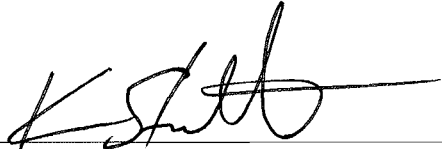
The parties hereto agree as follows:

1. The term of the Agreement shall begin on September 1, 2015 until March 31, 2016.
2. The rental amount shall be \$850.00 per month, such that the rental for the entire term shall be \$5,950.00, payable within ten (10) days from the execution of this agreement.
3. The Demised Premises are depicted in Exhibit "A" attached hereto and shall be used for trailer staging. UPS shall prepare the Demised Premises for use as a trailer staging area, it being understood that the area is provided in "as-is" condition.
4. United Parcel Service, Inc. shall quietly enjoy full use of the Demised Premises during the entire term of this Agreement, with the exception of the period between 12/7/2015 -12/16/2015, during which a portion of the Demised Premises shall be shared with Veteran's United on terms and conditions mutually-agreed between UPS and Veteran's United.
5. Boone County Missouri hereby represents and warrants it has full authority to enter into this Agreement.
6. United Parcel Service, Inc. shall carry public liability insurance on the Demised Premises and shall name Boone County as additional insured under that policy.
7. United Parcel Service, Inc. shall be responsible for any damage caused by its employees, agents or invitees and shall maintain the area in a neat, clean and orderly manner.

SO AGREED.

United Parcel Service, Inc.

By:



Kevin Stoelting
Corporate Real Estate Manager

Dated:

8/18/15

Boone County, Missouri

By:


Daniel K. Atwill, Presiding Comm.

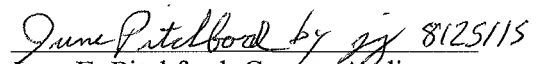
Dated:

9-1-15

ATTEST:


Wendy S. Noren, County Clerk

Acknowledged for Budgeting Purposes:


June E. Pitchford, County Auditor

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

Exhibit A (~~8/26/2014~~) 7/1/15 - 3/31/16 KS
Boone County Fairgrounds



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

1st

day of September

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 Mortgage Research Center, LLC for use of a specified area within the Central Missouri Events Center.

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

Done this 1st day of September, 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

**CENTRAL MISSOURI EVENTS CENTER
5212 NORTH OAKLAND GRAVEL ROAD
COLUMBIA, MO 65202
573-474-9435**

FACILITY USAGE AGREEMENT

THIS AGREEMENT, made and entered into on this 25 day of Aug, 2015, by and between **Boone County, Missouri**, by and through its County Commission (**County**), and **Mortgage Research Center, LLC**, a Missouri limited liability company (**Tenant**).

WHEREAS, County owns real property and improvements located at 5212 North Oakland Gravel Road, commonly known as the Central Missouri Events Center, including the Coliseum Building, (the Property); and

WHEREAS, County has closed the Boone County Fairgrounds and is currently minimally maintaining the Property; and

WHEREAS, County cannot warrant the condition of the Property as suitable for any particular use, including the use of the Property for any private social event; and

WHEREAS, despite the inability of County to maintain the Property and ensure the same will be suitable for Tenant's desired use, Tenant desires to use the Property for a private social event (Event); and

WHEREAS, Tenant has agreed to accept the Property in "as is" condition without any guarantees regarding the functioning of the buildings and the buildings' systems; and

WHEREAS, Tenant agrees to bear all risk that County will be unable to provide access and use of the facility to Tenant for Tenant's intended use, including the risk that County's inability to provide said access and use may not be known until only a few days before Tenant's Event due to conditions then-existing on the Property; and

WHEREAS, Tenant plans to bring all supplies and infrastructure that is necessary for Tenant's use, and shall return the property to County clean and without any excessive wear and tear at the conclusion of Tenant's use.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. **County Agreements.** County agrees as follows:
 - a. **Access to the Property for Idle Property Management.** County agrees to provide access to the Property to Tenant for Tenant to be able to provide idle property management services on the Property from and after September 1, 2015, through December 16, 2015. Tenant's access shall be nonexclusive, and shall be for purposes of ensuring the security of the property, ensuring the viability of the building's systems, for maintenance of the property, snow removal, repairs necessary to restore essential functioning of the property, and otherwise ensuring the property is in a condition suitable for Tenant's Event.
 - b. **Possession for Event.** County agrees to provide possession of the Property to Tenant from December 7, 2015 through December 16, 2015 (Term). Specifically, County shall provide Tenant access to the following buildings: Coliseum Building and Sapp Arena along with access designated entryways, parking lots, and land contiguous to the buildings described above which are necessary to the functions and activities of the Event. Tenant is aware of County's Lease Agreement with UPS for a trailer staging area, and Tenant understand that use of the trailer staging area during Tenant's Event will be on such terms and conditions as mutually agreed between Tenant and UPS. Notwithstanding the foregoing, County shall have the right to designate certain areas as "secured" areas which shall be secured to specifically prevent access by Tenant and Tenant's invitees. These secure areas will be shown to Tenant in a walkthrough to be arranged by Tenant with the Boone County Facilities Maintenance Manager, which shall be scheduled by Tenant with the Facilities Maintenance Manager no later than September 15, 2015.
2. **Tenant Agreements.** Tenant agrees as follows:
 - a. **Rent.** Tenant agrees to pay rent as follows:
 - i. Twenty Thousand Dollars (\$20,000.00) within ten (10) days of the execution of this Agreement.
 - b. **Clean-up and Utility deposit.** Tenant agrees to pay County the sum of Five Thousand Dollars (\$5,000.00) as a clean-up deposit no later than November 15, 2015. Said deposit will be returned to Tenant after the Property has been adequately cleaned and accepted by County in an undamaged condition, and after Tenant has paid the utilities due under paragraphs (d) and (e) of this Agreement. If County applies the deposit to clean-up or the utilities, it will provide Tenant with an itemized list of those charges along with a return of any remaining deposit within thirty (30) days of the end of the Term.
 - c. **Designation of responsible party for keys.** Tenant agrees to provide one person who will be responsible for picking up and returning keys to the facility from Boone County Facilities Maintenance. That person's name and contact

information is as follows: Sandy Overacre, 573-876-4600 ext. 3359, 1400 Veterans United Dr. Columbia, MO 65203.

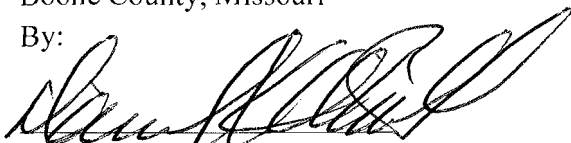
- d. **Utilities from functioning utility meters; agreement to reimburse County.** Tenant agrees to pay the utility costs associated with Tenant's use of the facility from December 7, 2015 through December 16, 2015 as practicably determined by the utility providers and documented by County for Tenant's use of the property. These figures will be determined in conjunction with the utility provider's best information available to County. Said payment will be due within thirty (30) days of County's presentation of an invoice to Tenant that includes documentation of the utility costs incurred by County during Tenant's period of possession.
- e. **Utilities from "pulled" or nonfunctioning meters.** Tenant agrees to make arrangement directly with utility providers for the provision of meters and utility services from any meter that is not currently functioning or has been pulled. Tenant will pay all bills associated with this directly with the utility providers, and will arrange for the provider to remove the meters after Tenant's event.
- f. **Preparation of property for use, necessary repairs, termination.** Tenant shall arrange for any necessary ground preparations that are necessary for Tenant's anticipated use, and shall arrange for all supplies and infrastructure that is necessary for Tenant's use, including but not limited to trash service, trash bins, trash bags, toilet paper, paper towels, etc. If it is determined that repairs are necessary for the essential functioning of the property, Tenant shall make said repairs. If the total costs of essential repairs is estimated to exceed \$20,000.00, Tenant shall have the right to terminate this Agreement prior to Tenant's Event. If Tenant terminates pursuant to this paragraph, County shall return the rent paid and, upon return of all keys and return of the property in undamaged condition, shall return the security deposit.
- g. **Personal Property.** County makes no representations about the availability of any personal property on the property. If Tenant desires to use any tables, chairs, or other property County has on site, Tenant shall return them at the conclusion of the event and shall be responsible for any such property damaged or destroyed during Tenant's use of the property. No additional charges will be due to County for any available personal property.
- h. **Security during Event.** Tenant agrees that it will make adequate arrangements for security during the Event and Tenant agrees it will be responsible for the payment of any fees for event security.
- i. **Notification of any damage.** Tenant agrees to immediately notify County, by and through County Presiding Commissioner Dan Atwill, of any damage to the facilities or property during the term of this Agreement. Tenant shall be responsible for County's costs incurred for the repair of any damage to the property as a result of Tenant's use.

- j. **Clean-up of property.** Tenant shall return the Property to County clean and without any excessive wear and tear at the conclusion of Tenant's use. All trash that accumulates during the term of this Agreement shall be removed and disposed of properly no later than December 16, 2015. If Tenant has not cleaned the property to the satisfaction of County by 5:00 P.M. on December 16, 2015, County will contract with an entity to perform necessary cleaning and Tenant agrees to pay County's costs so incurred within ten (10) days of presentation of an invoice by County, and further agrees that said charges can be offset against Tenant's security deposit.
- k. **No liability to County, indemnification and hold harmless.** Tenant acknowledges and agrees that County shall have no liability for any injuries caused by any people, machinery, equipment, or vehicles, or for any damage or loss sustained at or during the term of this Agreement at the Property. To the fullest extent permitted by law, Tenant 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 Tenant, of any invitee or licensee of Tenant, of anyone directly or indirectly employed by Tenant or by any subcontractor, or of anyone for whose acts the Tenant or its subcontractors may be liable, in connection with Tenant's use of the subject property.
- l. **Insurance.** Tenant agrees to provide County a certificate of insurance, no later than November 15, 2015, to the County, in the amount of \$1,000,000.00 and in a form acceptable to County, such certificate of insurance name, inter alia, Boone County, as an additional insured and loss payee.
- m. **Property accepted in "as is" condition.** Tenant agrees to accept the properties and buildings in "as is" condition without any guarantees regarding the functioning of the buildings' systems. Tenant acknowledges that County makes no warranties, express or implied, to any aspect of the property's fitness for any particular use. Tenant shall arrange for any necessary preparations to the grounds or Property that are necessary for Tenant's anticipated use, and shall arrange for all supplies and infrastructure that is necessary for Tenant's use, according to subparagraph (f), above.
- n. **Unsafe conditions excusing County's performance.** Tenant agrees to excuse County's performance of any obligations under this Agreement as to any particular portion of the property if it is determined by County, in County's sole discretion, that any condition of the Property makes the same unsafe or unfit for use by Tenant or Tenant's invitees. If County is unable to provide possession of all or a portion of the Property due to an unsafe condition, Tenant's obligations to pay rent shall be reduced to such sum as is mutually-agreed to by the parties.

3. **Governing Law and venue.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
4. **Binding on Successors.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
5. **Complete Agreement.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
6. **Authority of Signatories.** 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.

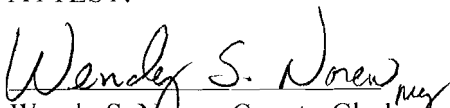
Boone County, Missouri

By:



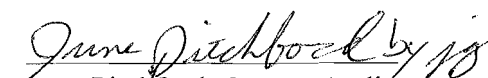
Daniel K. Atwill, Presiding Commissioner

ATTEST:



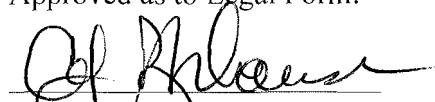
Wendy S. Noren, County Clerk

Acknowledged for Budgeting Purposes:



June Pitchford, County Auditor


Approved as to Legal Form:



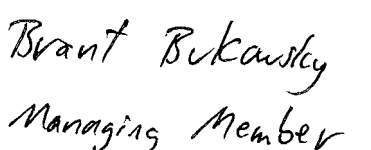
C.J. Dykhouse, County Counselor

Mortgage Research Center, LLC

By:



Nathan Long, CEO



Brant Bukausky
Managing Member

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of September

20 15

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

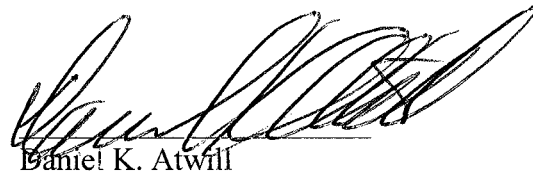
Now on this day the County Commission of the County of Boone does hereby adopt a revision to the Drug Free Work Place Policy with the addition of the following paragraph:

An employee must notify his/her Appointing Authority in writing of his/her conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

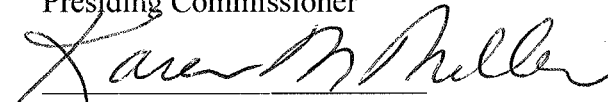
Done this 1st day of September, 2015.

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

6.3: DRUG FREE WORK PLACE:

It is the policy of the County to provide safe, dependable, and economical services to its citizens, to provide safe working conditions for its employees, and to comply with the requirements of federal laws and regulations related to the Drug Free Work Place Act of 1988. It is also the policy of the County to provide healthy and satisfying working environments for its employees.

To promote this objective, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

No employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs while on Boone County premises or while conducting business-related activities off County premises. Certain exceptions may be made in the case of law enforcement personnel. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

An employee must notify his/her Appointing Authority in writing of his/her conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment or may require participation in a substance abuse rehabilitation or treatment program at the employee's expense. Such violations may also have legal consequences.

Employees who use County equipment which requires a Commercial Drivers License (CDL) are also subject to drug and alcohol testing regulations implemented by the Department of Transportation (Omnibus Transportation Employee Test Act of 1991).

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

1st

day of September

20 15

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached new Personnel Policy – **Data and Voice Reimbursement.**

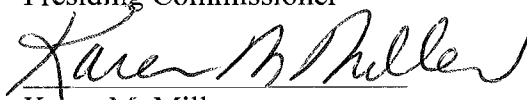
Done this 1st day of September, 2015.

ATTEST:

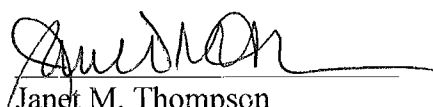
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Options for Service

For any position that has been identified as having a business need for a wireless phone or wireless data services, the County has four options for service:

1. Employee Provided Phone/Service with No Reimbursement-As a condition of employment, the employee obtains the wireless phone/data/service and makes the phone number available for calls from the County. It is understood that the employee's compensation is sufficient to cover the cost of the device and service. There is no reimbursement for business use.
2. County Provided Phone and Service- The County acquires the wireless phone and/or data service and assigns the phone to a specific individual who uses the device in accordance with the Acceptable Use Policy (AUP) and upon termination the employee must return the device.
3. Employee Provided Phone/Service with Reimbursement for Business Use- As a condition of employment, the employee obtains the wireless phone/data/service and makes the phone number available for calls from the County. The employee can seek reimbursement for business use as described in "**Reimbursement for Use of Employee's Device for County Business**" below.
4. Employee Provided Phone with County Provided Service – As a condition of employment, the employee provides a wireless device and the County pays the service fees for the device. The employee makes the phone number available for calls from the County and the complete records for the device are provided to the County. The call logs for the device become a record subject to the Sunshine Law.

The Administrative Authority for the position identified as having a business need for wireless phone or data services determines which of the four options for service will be available for the position.

An employee who only occasionally requires a wireless device for business purposes is not eligible for a device or monthly reimbursement but may submit a record of individual expenses incurred for County business for reimbursement.

Employees in FLSA non-exempt positions are ineligible for monthly reimbursement for phone or data service. Non-Exempt employees may, when appropriate, be assigned County-owned devices for use during their work day and/or when on-call. Use of such devices for County business outside normal working hours should be reported and documented by the employee as hours worked.

Business Need for Wireless Phone/Service

The Administrative Authority is responsible for determining which FLSA exempt position(s) require a cell phone and/or data service and whether the needs of the County are best served through the allocation of a county-purchased cell phone/smart phone or a monthly reimbursement. When making the determination that a position qualifies for a monthly reimbursement, the Administrative Authority must identify the business need for a wireless phone/data service. Business reasons for providing an employee a cell phone could include:

- a. The Employee travels frequently on County business, across a geographic area away from the home office, and great amounts of time are spent in a vehicle or at locations without telephone service.
- b. A need for others to communicate with the employee about County business when the employee is away from the office.
- c. A need for the employee to communicate with others regarding County business when the employee is away from the office.
- d. The Employee works on-call and is required to timely respond to phone calls, text messages, or emails.
- e. The Employee supports or is otherwise responsible for programs, services, or systems that necessitate frequent and immediate communications throughout the day or after-hours.

A cell phone or smart phone is not to be provided to attract prospective employees, promote the morale or goodwill of an employee, or as a means of providing additional compensation. The designation of a business need of a device for a position is neither permanent nor guaranteed. The County reserves the right to remove a designation from a position for business or performance reasons.

Personal Use of County Device

If the County provides a wireless device to an employee, the employee's business use of the device will be excluded from his/her gross income as a working condition fringe benefit (a non-taxable business expense), and any personal use will be excluded from gross income as a de minimis fringe benefit. A county-provided device is intended to be used substantially for business purposes with the expectation that personal use, if any, is minimal. Upon termination of employment with the County, the employee must return the County device in good repair.

Reimbursement for Use of Employee's Device for County Business

When the County is reimbursing for business use of a personal phone/service, the reimbursement amount must be reasonable, appropriate, and cannot exceed the cost incurred by the employee for the service.

The County uses a tiered model for maximum monthly reimbursement based on the current market rates* with the following options:

- i. Voice only - \$30 per month
- ii. Data only - \$35 per month
- iii. Voice and Data - \$45 per month

The County will not pay for the purchase of personal cell phones, activation fees, or insurance. Because in the case of reimbursement for service, the device is owned by the employee, the employee may use the phone for both business and personal purposes. The employee may, at his/her own expense, add extra services or features, as desired. If there are problems with the service, the employee is expected to work directly with the carrier for resolution.

Support from the County's IT Department is limited to connecting a personally owned device to County provided services, including email, calendar, and contacts.

*The monthly reimbursement rates are established by the County Commission upon analysis and recommendation of the Human Resources Department. The reimbursement amounts are reviewed by the Human Resources Department on an annual basis.

Oversight, Approval, and Funding

Individual Administrative Authorities are responsible for identifying employees who hold positions that include the business need for a cell phone or smart phone and requesting appropriations for such expenses in their annual budget request. The need for a device/service should be reviewed annually by the Administrative Authority, to determine if existing designations should be continued, changed, or discontinued.

To receive a reimbursement, a copy of a receipt for voice and/or data services must be submitted by the employee using the reimbursement form provided by the Auditor's Office. Device, service, and reimbursement expenses are funded by the office or department of the employee submitting the request.

Records Retention

Employees are encouraged to do County business using their County email account to more easily ensure compliance with the Sunshine Law. If any personal email accounts are used to conduct County business, they could be subject to public records requests and should be managed accordingly.

Conducting county business via text messaging (except Emergency Services alerts), PIN messaging, or Instant Messaging is discouraged. These types of messages cannot be archived and therefore may not satisfy Sunshine Law requirements for record retention. Personal text messages are not affected by this policy.

Boone County, Missouri Request for Wireless Phone/Data Service Reimbursement

Employee Name: _____

Department: _____

Position Title: _____

Reimbursement Level Authorized for Position:

Voice Only _____
 Data Only _____
 Voice & Data _____

Employee's Personal Cell Phone
 Number for which
 Reimbursement is Requested: _____

(Providing last four digits is acceptable)

Indicate month(s) for which you are claiming reimbursement and the amount requested, not to exceed the maximum allowable amount approved by the County Commission and attach receipts for each. Receipts must include the phone number for which reimbursement is requested. Employees are responsible for redacting personal information shown on receipts. Use expense account # 48060, Cell Phone/Data - Employee Reimbursement.

Month	Amount Requested
January	\$ _____
February	\$ _____
March	\$ _____
April	\$ _____
May	\$ _____
June	\$ _____
July	\$ _____
August	\$ _____
September	\$ _____
October	\$ _____
November	\$ _____
December	\$ _____

I hereby affirm that my position has been designated as eligible to receive reimbursement for wireless and/or data service charges pursuant to applicable County policy and that payment has been made by me from personal funds for these expenses. I have not received, nor will I receive, reimbursement for these expenses from any other source.

 Employee Signature

 Date

Boone County, Missouri
Authorization for Wireless Phone/Data Service Reimbursement
Applicable for FLSA Exempt Positions Only

Department: _____ G/L account to be charged: _____
(XXXX - 48060)

Position Title: _____ Departmental Budget Includes Annual
 Appropriation for Reimbursement? _____
(Y/N)

Position Number: _____

Position Exempt? _____ Current Employee: _____
(Y/N)

Business Need for Wireless Phone/Service and Approved Reimbursement Level

Indicate the approved reimbursement level and provide justification in the space provided:

<input type="checkbox"/>	Voice Only	
<input type="checkbox"/>	Data Only	
<input type="checkbox"/>	Voice & Data	

Indicate the business need and justification for wireless phone/data service reimbursement:

- The employee in this position travels frequently on County business across a geographic area away from the home office with significant time spent in a vehicle or at locations without telephone service.
- Others need to communicate with the employee in this position regarding County business when the employee is away from the office.
- The employee in this position needs to communicate with others regarding County business when the employee is away from the office.
- The employee in this position works on-call and is required to timely respond to phone calls, text messages, or emails.
- The employee in this position supports or is otherwise responsible for programs, services, or systems that necessitate frequent and immediate communications throughout the day or after-hours.
- Other (explain): _____

I have determined that wireless phone and/or data services are necessary for employees in this position to conduct County business. I hereby designate this position as eligible for employee reimbursement for personally owned and provided wireless phone and data services in accordance with applicable County policy.

 Signature of Appointing Authority Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of September

20

15

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

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Bill Lloyd	Planning & Zoning	September 1, 2015 through September 1, 2019

Done this 1st day of September, 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

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission

Name: Bill Lloyd

Home Address: 5051 E Eagle Ridge Rd

City: Columbia Zip Code: 65201

Business Address: 101 W. Broadway, Ste. A

City: Ashland Zip Code: 65010

At which address would you prefer to be contacted?

E-mail: blloyd652@gmail.com

Phone (Home): 573-268-5172 Phone (Work): 573-397-7866

Fax: 573-657-0847

Qualifications:

I am a 36 year resident of Boone County. I am in the banking business and have an interest in the communities I am a part of.

Past Community Service:

Downtown Optimist Club, Ashland Optimist Club, Rainbow House Board, Boone County Chapter of the American Red Cross, Leadership Columbia graduate, Columbia Chamber of Commerce, Southern Boone Chamber of Commerce

References:

Jim Marberry, CPA; Jack Blaylock, retired appraiser; Dale Nichols, retired insurance agent.

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of September

20 15

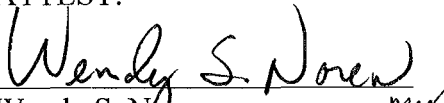
the following, among other proceedings, were had, viz:

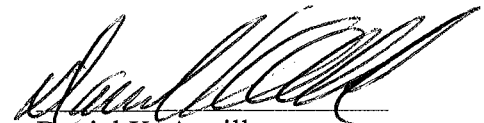
Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

Name	Board	Period
Richard Shanker	Building Code Commission	August 1, 2015 through August 1, 2017
Dan McCray	Building Code Commission	October 1, 2015 through October 1, 2017
Jason Hoffman	Health Trust Committee	August 1, 2015 through August 1, 2018
Deborah Schnedler	Regional Sewer District	September 1, 2015 through September 1, 2020

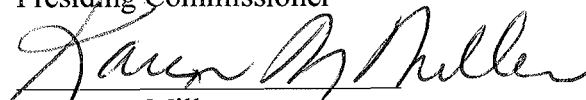
Done this 1st day of September, 2015.

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

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

7-2-15 - Verified all info
still correct. He wants to use
this one again. Q

Term Effective: 8/8/2013
Term Expires: 8/8/2015
expiring Q

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission Term: 6/23/2011

Current Township: _____ Today's Date: 6/23/2011

Name: Richard Shanker

Home Address: 1829 Cliff Drive Zip Code: 65201

Business Address: P.O. BOX Zip Code: 65205

Home Phone: 573-8752035 Work Phone: _____
Fax: 442-9473 E-mail: _____

Qualifications: CONSTRUCTION INDUSTRY: 30+ YEARS
COLUMBIA BUILDING CODES COMMISSIONER
MEMBER COLUMBIA ELECTRICAL BOARD
PLUMBING
BOONE COUNTY IDA

Past Community Service: SEE ABOVE AND AIRPORT ADVISORY BOARD

References: JOHN SUDLICH CITY OF COLUMBIA
" SIMON " " "
NADINE DAVIS " " "

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

[Signature]
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
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E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission

Name: Dan McCray

Home Address: 212 Orleans Ct.

City: Columbia Zip Code: 65203

Business Address: 317 Nebraska Ave.

City: Columbia Zip Code: 65201

At which address would you prefer to be contacted?

E-mail: mccraybuilders@centurytel.net

Phone (Home): 573-445-3634 Phone (Work): 573-449-7032

Fax: 573-449-8122

Qualifications:

Owner/President of McCray Builders Inc.

Past Community Service:

Served the previous two year term on the Boone County Building Code Commission. Served on the Columbia Home Builders Assoc. Board of Directors for the past 16 years. Have participated in the building code review process at both the city and county level for the past 16 years.

References:

Karen Miller Stan Shawver David Forward

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

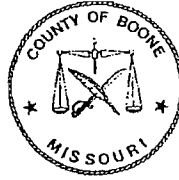

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
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Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

*EFFECTIVE 8/14/12
EXPIRES 8/14/2015*

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health Trust Committee Term: 8/7/2012

Current Township: Columbia Today's Date: 8/7/2012

Name: Jason Hoffman

Home Address: 6103 Saddle Horn Ct Zip Code: 65201

Business Address: _____ Zip Code: _____

Home Phone: 573-424-2299 Work Phone: _____
Fax: _____ E-mail: jason.hoffman@jcschools.us

Qualifications: Current CFO/COO for Jefferson City Public Schools.
I am responsible for a \$7 million/year self funded insurance trust for the Jefferson
City Public Schools.
I have managed health insurance benefits for the last 13 years.

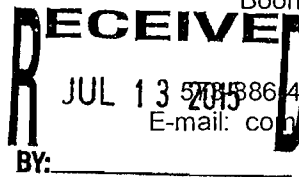
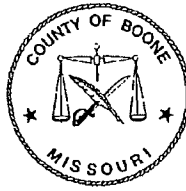
Past Community Service: Currently serve on the Public School Retirement System Board of
Trustees.

References: Tom Kayser - Sundvold Financial
Lee Wilbers - WallStreet Financial
Brian Mitchell - Supt of Jefferson City Public Schools

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311



Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: BC REGIONAL SEWER DISTRICT Term: _____

Current Township: CEDAR Today's Date: 7/9/15

Name: DEBORAH K SCHNEEDLER

Home Address: 5600 E RAITT RD

City: HARTSBURG Zip Code: 65039

Business Address: N/A

City: _____ Zip Code: _____

Home Phone: 573-636-0360 Work Phone: N/A

Fax: _____ E-mail: debbieschneider@earthlink.net

Qualifications: _____

10 YRS AS FINANCE OFFICER FOR STATE AUTHORITY WHICH
ASSISTED IN FINANCING WASTEWATER/WATER PROJECTS

11 YRS AS V.P. OF FINANCIAL ADVISORY FIRM, SPECIALIZING
IN MUNICIPAL BOND FINANCE

21 YRS REAL ESTATE LENDING IN VARIOUS CAPACITIES
THROUGHOUT CAREER

Past Community Service: 9+ YEARS AS TRUSTEE FOR BOONE COUNTY
REGIONAL SEWER DISTRICT;

MEMBER/SUPPORTER OF VARIOUS CHARITABLE ORGANIZATIONS,
INCLUDING MUSEUM OF ART/ARCHAEOLOGY, CENTRAL METHODIST
ASHBY/HODGE GALLERY, COLUMBIA SECOND CHANCE

References: KAREN MILLER, COMMISSIONER

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Deborah K. Schneider
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311
An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

1st

day of September

20 15

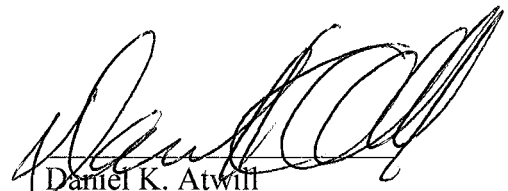
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, August 25, 2015, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(3), to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

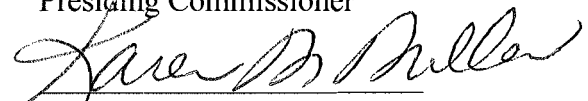
Done this 1st of September, 2015.

ATTEST:

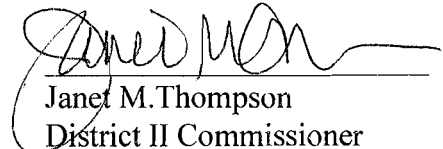
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner