

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

July

20 18

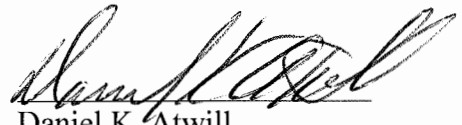
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does approve the request by Betty Jo Voorheis Revocable Trust for a permit for a structure taller than 100' (Met Mast to measure wind speed) on 93.67 acres located at 11440 N Rte J, Harrisburg.

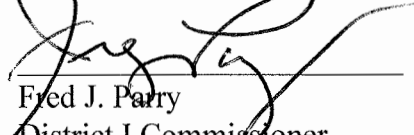
Done this 31st day of July, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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County of Boone

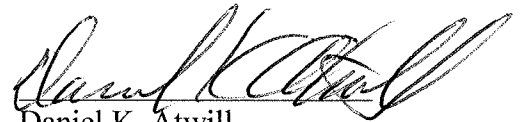
In the County Commission of said county, on the 31st day of July 2018

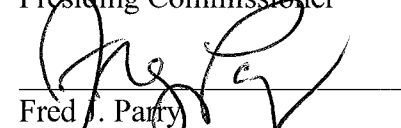
the following, among other proceedings, were had, viz:

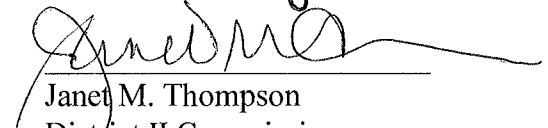
Now on this day the County Commission of the County of Boone does hereby approve the request by Ernest and Kathleen Dubes to rezone from C-G (General Commercial) to A-2 (Agriculture) on 20.4 acres, more or less, located at 11251 E Hwy CC, Centralia.

Done this 31st day of July, 2018.

ATTEST

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the

31st

day of

July

2018

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

Now on this day the County Commission of the County of Boone does hereby approve a petition submitted by Thomas Nichols and Mary Lauf to vacate and re-plat Lot 1, Goose Down Estates as recorded in Plat Book 46, Page 42 of Boone County Records and located at 19480 S Old Hwy 63, Hartsburg.

Said vacation is not to take place until the re-plat is approved.

Done this 31st day of July, 2018.

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Taylor W. Burks
Clerk of the County Commission

31st-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2018

County of Boone

} ca.

In the County Commission of said county, on the

31st

day of

July

2018

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

Now on this day the County Commission of the County of Boone does hereby approve a petition submitted by Nathan and Heidi Crouch to vacate and re-plat Lot 2 and Lot 3 of Roemer Lake Plat 3 as recorded in Plat Book 12, Page 31 of Boone County Records and located at 4850 N Roemer Rd., Columbia.

Said vacation is not to take place until the re-plat is approved.

Done this 31st day of July, 2018.

ATTEST:

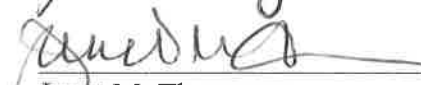
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the 31st day of July 20 18

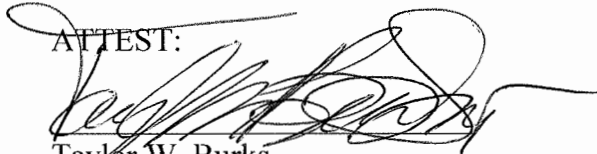
the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

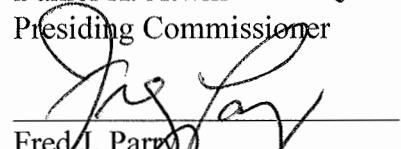
- Marlice's Meadow. S30-T47N-R12W. A-2. Marlice A. Pound Revocable Trust, owner. C. Stephen Heying, surveyor.

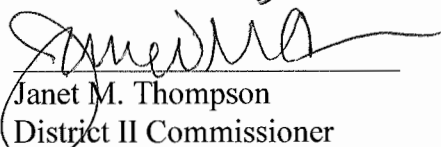
Done this 31st day of July, 2018.

ATTEST:


 Taylor W. Burks
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

364-2018

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STATE OF MISSOURI

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County of Boone

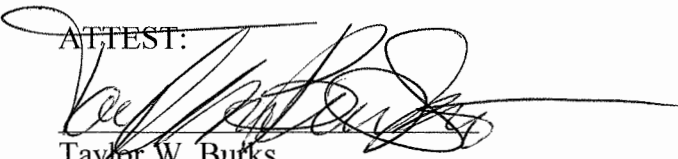
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In the County Commission of said county, on the 31st day of July 20 18

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

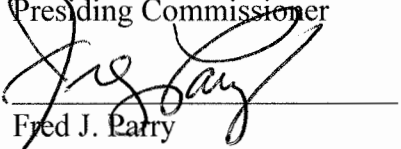
Now on this day the County Commission of the County of Boone does hereby approve the Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program Subgrant Award for the Greater Bonne Femme Watershed Management Plan Development and Demonstration Project. It is further ordered the Presiding Commissioner is hereby authorized to sign said grant application.

Done this 31st day of July, 2018.

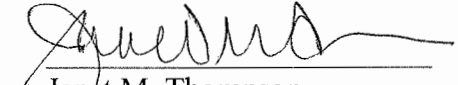
ATTEST:

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



STAN SHAWVER, DIRECTOR

Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

PLANNING – INSPECTIONS – ENGINEERING

JEFF MCCANN, PE; CHIEF ENGINEER

To: Boone County Commission

From: Stan Shawver

Date: July 20, 2018

Re: Stormwater 319 sub-grant

Dear Commissioners:

As discussed in previous meetings Boone County has 5 streams on the Clean Water Act 303d list of impaired waters that have the potential to have TMDL's (Total Maximum Daily Load) issued. MoDNR has received Federal 319 money to assist in the clean-up of Missouri waters. To be proactive for Boone County we are requesting your approval to participate as a sub-recipient to DNR on the Federal 319 grant.

Thank you for your consideration.

Lynne Hooper

From: Johnson, John <john.johnson@dnr.mo.gov>
Sent: Friday, November 17, 2017 2:18 PM
To: Lynne Hooper
Cc: Rielly, Trish
Subject: 319 Watershed Management Plan project examples
Attachments: James River Stormwater-WMP_SUB.doc; Revised_James River_ 319 Stormwaterbudget.xls; JR Watershed Management Planning Budget.doc; Copy of 780-1896 Blank_Budget_Sheet.xls; Elk River WS Management Action Plan _SUB.doc

Hi Lynne,

Attached are subgrants of two projects (with budget) that implemented best management practices (MPs) while developing 9-elements watershed plans. These documents should help you as you develop your watershed plan project proposal. I have also included a budget template for your use.

In your proposal, make sure you include BMP implementation (demonstrations). Bonne Femme is impaired by bacteria, so you will need to demonstrate those practices that may help address the impairment (raingardens, bio retention, grass swales, stream riparian buffers, etc.). Your proposal should also include the following information.

1. Applicant name, association, and contact information
2. Project title
3. Project introduction
4. Statement of the problem and the project's intent (the intent maybe the same as the overall project goal)
5. Description of the project; map of watershed; highlighting priority areas where BMP demonstrations may take place
6. Overall goal the project and the project objectives to achieve the goal
7. Major products to be produced/implemented where measurable results/outcomes can be tracked
8. Estimated pollutant load reductions that will be achieved from the project implementation (BMP demonstrations)
9. Detailed budget: Estimated cost in federal dollars (60 federal/40 nonfederal match required [1]) Calculation: $(40/60) * \text{federal dollars requested} = \text{nonfederal match requirement}$.
10. Estimated time for completion: (please include estimated start and completion dates)
11. List of partners and briefly how they would be contributing to the overall project efforts /nonfederal match

Please contact us if you have any questions or need assistance with developing the proposal.

John Johnson
Missouri Department of Natural Resources
Soil and Water Conservation Program
319 Nonpoint Source Unit
Office: (573) 522-2740
Email: John.johnson@dnr.mo.gov
NPS Program URL: <http://dnr.mo.gov/env/swcp/nps/index.html>

Promoting, Protecting and Enjoying our Natural Resources. Learn more at dnr.mo.gov.

John Johnson

Missouri Department of Natural Resources

Soil and Water Conservation Program

319 Nonpoint Source Unit

Office: (573) 522-2740

Email: John.johnson@dnr.mo.gov

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County of Boone

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In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the attached 911 Simulator Equipment Cooperative Agreement between Boone County and Moberly Area Community College.

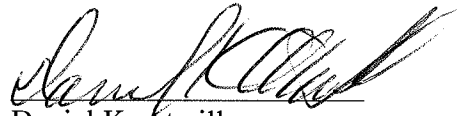
The terms of the Agreement are stipulated in the attached Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 31st day of July, 2018.

ATTEST



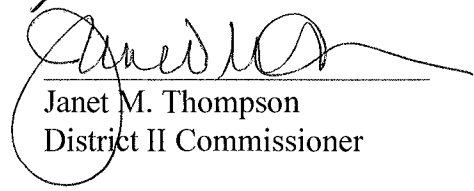
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

COOPERATIVE AGREEMENT
911 Simulator Equipment

THIS AGREEMENT dated the 31st day of July, 2018, is made and entered into by and between **Boone County, Missouri**, a first class non-charter county, by and through its County Commission, herein "County," and **Moberly Area Community College**, a political subdivision of the State of Missouri organized under RSMo §§178.770-178.890, herein "MACC".

WHEREAS, County and MACC are empowered to enter into a cooperative agreement for the purposes stated herein pursuant to RSMo §70.220; and

WHEREAS, MACC operates a community college campus in Boone County, Missouri; and

WHEREAS, County and MACC desire to cooperate with each other to create an educational program for the training of emergency "911" call takers and dispatchers, a/k/a emergency telecommunicators; and

WHEREAS, County has entered into a contract for the procurement of certain 911 call simulator equipment (the "911 Simulator"); and

WHEREAS, County desires to place the county-owned 911 Simulator on MACC's campus to facilitate the creation of an emergency telecommunicator curriculum to be offered to students on MACC's Boone County campus; and

WHEREAS, MACC desires to deploy said 911 Simulator at its Columbia, Boone County campus and create an appropriate certificate program for students interested in pursuing a career as an emergency telecommunicator; and

WHEREAS, County wishes to provide MACC the subject 911 Simulator for MACC's use while retaining ultimate ownership of said equipment.

NOW, THEREFORE, the County and MACC agree as follows:

1. **Property Subject to Agreement:** The County will provide MACC the equipment described in the attached Exhibit "A," which is incorporated herein by reference, for the purpose of facilitating a training certificate program for emergency telecommunicators.

2. **Title to property:** MACC acknowledges that the item(s) described herein are now and shall remain the property of County. This Agreement will serve as part of the audit trail and transfer accountability for the items to MACC, including all risk of loss while said equipment is located at MACC's facility. MACC agrees to produce the item(s), for purposes of audit and accountability, upon request of Boone County Joint Communications, Boone County Auditor, the County's external auditor, or any representative of the County. MACC understands that it is not authorized to sell, barter, trade, encumber, or otherwise dispose of the item(s). If for any reason MACC should decide to discontinue use of the item(s), it will provide for the item(s) to be promptly returned to County for proper disposition.

3. **Documentation:** The parties will cooperate with each other to furnish all documentation reasonably requested of the other party.

4. **Responsibility for Costs and Cooperation on Operation:**

a. Purchase and Installation:

i. County will be responsible for the procurement of the 911 Simulator and any maintenance costs associated with all maintenance activities scheduled by County in connection with said equipment.

ii. County has arranged in its contract with its vendor to fully install the 911 Simulator, which shall include testing the system for full functionality in accordance with manufacturer recommendations.

b. Ongoing Operations, Maintenance, and Support:

- i. MACC will be responsible for other costs of operating the 911 Simulator and shall insure the same against risk of loss in a manner consistent with MACC-owned equipment at MACC's facility.
- ii. MACC's Information Technology / Information Services department shall be responsible to address all other maintenance, technical support issues, and/or any other troubleshooting necessary with County's vendor and County will facilitate contact with County's vendor for these purposes as appropriate.

c. Certificate Program Creation and Operation:

- i. MACC will deploy the 911 Simulator at its Columbia, Boone County campus and create an appropriate educational certificate program for students interested in pursuing a career as an emergency telecommunicator.
- ii. County will pay MACC the sum of One Thousand One Hundred Dollars (\$1,100.00) at the completion of each of the first three (3) certificate programs contemplated herein as partial reimbursement for its cost in providing instructor(s) for the training of students enrolled in the programs. The total reimbursement from the County to MACC under this agreement shall not exceed Three Thousand Three Hundred Dollars (\$3,300.00) absent an additional, written agreement between the parties that provides for additional reimbursements.

5. **Sole Benefit of Parties:** This agreement is for the sole benefit of County and MACC. Nothing in this agreement is intended to confer any rights or remedies on any third party.

6. **Term:** Either County or MACC may terminate this Agreement at any time upon one hundred eighty (180) days written notice to the other party.

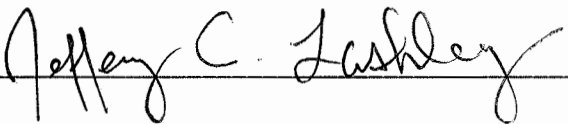
7. **Non-Appropriation:** All obligations of the County under this Agreement which require the expenditure of funds are conditioned upon the availability of sufficient funds appropriated for that purpose.

8. **Authority of Signatories:** The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority by order, ordinance, or otherwise to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

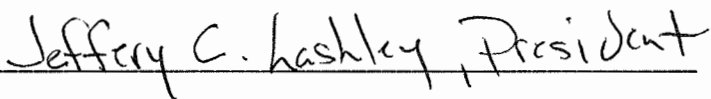
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year indicated below.

MOBERLY AREA COMMUNITY COLLEGE

By:



Printed Name/Title:



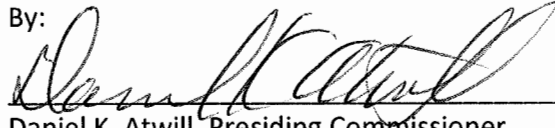
DATED: _____



COUNTY OF BOONE

By its County Commission

By:

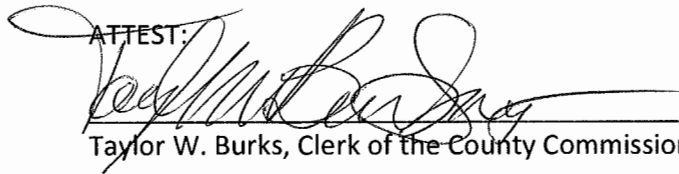


Daniel K. Atwill, Presiding Commissioner

DATED:

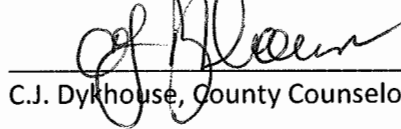
7.31.18

ATTEST:



Taylor W. Burks, Clerk of the County Commission

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

Auditor Certification:

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

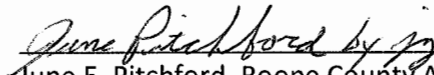
 07/24/2018
June E. Pitchford, Boone County Auditor
2701-71100

EXHIBIT "A"
DESCRIPTION OF EQUIPMENT

| | | Model | Serial Number | Boone County Asset Tag |
|-----------|--------------------|----------------|----------------------|-------------------------------|
| 1. | Sims server | 5ZS0MN2 | 13047286430 | 22895 |
| 2. | Client 1 | 5ZVZLN2 | 13053956942 | 22896 |
| 3. | Client 2 | 5ZX1MN2 | 13055731166 | 22897 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 31st day of July 20 18


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

Now on this day the County Commission of the County of Boone does hereby award bid 24-14JUN18 – Interior Painting Services for the Boone County Detention Center to Dysart Painting, LLC of Mexico, Missouri.

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


Done this 31st day of July, 2018.

ATTEST:

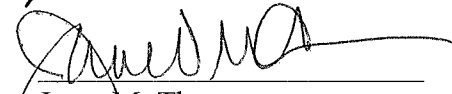

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: June 27, 2018
RE: 24-14JUN18 – Interior Painting Services for the Boone County Detention Center

Request for Proposal RFP 24-14JUN18 solicited proposals for Interior Painting Services for the Boone County Detention Center. Only one proposal was received, please see the attached bid tabulation and evaluation memo. It is noted that the RFP was advertised and posted on the Purchasing web-page in an effort to obtain competitive proposals. The proposal from Dysart Painting, LLC of Mexico, Missouri is the lowest and best proposal, and is acceptable to the Sheriff's Office for award of contract.

The initial contract period will run from the Date of Award through December 31, 2018.

Payment will be paid from the following Department/Account:

- Department 6200, Capital Repairs & Replacements/Account 60100 – Building Repairs/Maintenance – Total: \$48,748.00.

Attachments: Bid Tabulation and Evaluation Memo

/lp

cc: Doug Coley
Jody Moore
DeWayne Carey
Gary German
File RFP 24-14JUN18

Boone County Purchasing


Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: File

FROM: Liz Palazzolo 

RE: 24-14JUN18 - Interior Painting Services
Evaluation and Award

DATE: 7/11/18

One proposal has been received in response to RFP 24-14JUN18 – Interior Painting Services for the Boone County Detention Center: Dysart Painting, LLC of Mexico, Missouri.

It is noted for the record that the Purchasing Office published the RFP on its website, notified all registered vendors of the bidding opportunity, and formally advertised the RFP in an effort to obtain competitive offers, but only one offer has been received.

The proposal has been reviewed by a three-person Evaluation Committee that includes Captain Gary German of the Boone County Sheriff's Office, Captain Keith Hoskins of the Boone County Sheriff's Office, and Doug Coley, Director, of the Boone County Facilities Management Office.

The proposal from Dysart Painting, LLC meets all RFP requirements. The offer includes labor, materials and supplies necessary to perform interior painting of areas of the Detention Center identified in the RFP.

Award of the contract to Dysart Painting, LLC of Mexico, Missouri meets requirements of awarding to the "lowest and best" proposal, meeting requirements of Chapter 34 RSMo. which the County of Boone follows.

**PURCHASE AGREEMENT
FOR
INTERIOR PAINTING SERVICES**

THIS AGREEMENT dated the 31st day of July 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dysart Painting, LLC** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Interior Painting Services**, County of Boone Request for Proposal number **24-14JUN18** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, Attachments One through Five, and Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **June 4, 2018** executed by **Tim Dysart**, on behalf of the Contractor, and the clarification e-mails dated **June 27, 2018** and **June 21, 2018** from **Tim Dysart**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, Work Authorization Certification, the Affidavit of Compliance with the Prevailing Wage Law, Attachments One through Five, and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period - The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018 or project completion, whichever occurs sooner.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Interior Painting Services including all labor, materials and supplies at the Boone County Detention Center for a total firm fixed price of \$48,748.00.

4. Delivery of Service - The Contractor agrees to deliver services and perform work upon request of the County and to adhere to project completion times represented in the Contractor's bid response.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Office. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

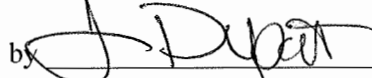
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

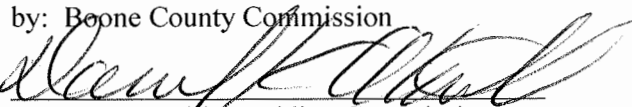
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding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

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

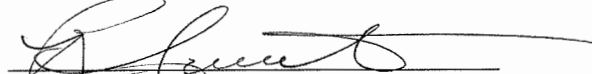
DYSART PAINTING, LLC


by 
title OWNER

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

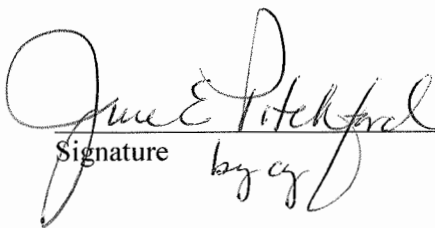

County Counselor

ATTEST:

Taylor W. Burks, County Clerk

AUDITOR CERTIFICATION

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

Fund: 6200 - Account: 60100: \$48,748.00

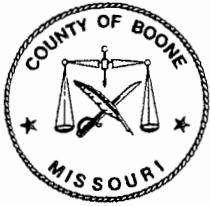
| | | |
|--|----------------|-----------------------|
| <u></u> | <u>7/24/18</u> | |
| Signature by <u>cyd</u> | Date | Appropriation Account |

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: DYSART PAINTING LLC

Address: 1309 ROSEBUD ST
MEXICO, MO 65265

Telephone: 573-721-1282 Fax: N/A

Federal Tax ID (or Social Security #): 43-1698841

Print Name: TIM DYSART Title: OWNER

Signature:  Date: 6/4/18

E-Mail Address: TIM@DYSARTPAINTING.COM

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

REMINDER: A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

Liz Palazzolo

From: Tim Dysart <tim@dysartpainting.com>
Sent: Wednesday, June 27, 2018 8:55 AM
To: Liz Palazzolo
Subject: Door frame paint

Liz

The paint used for the door frames will be Sherwin Williams Pro Classic Acrylic Semi-gloss.

Thank you,

Tim

Sent from my iPhone

Liz Palazzolo

From: Tim Dysart <tim@dysartpainting.com>
Sent: Thursday, June 21, 2018 11:24 AM
To: Liz Palazzolo
Subject: RE: Request for Clarification, RFP 24-14JUN18 Interior Painting Servicesfor the Boone County Detention Center

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Liz

1. The paint I was planning on using for the walls is Sherwin Williams PROMAR 200 Low VOC. For the door frames I could use Sherwin Williams PRO Classic Acrylic which is Low VOC and is moderately durable. The other option would be Sherwin Williams All Surface Enamel which is oil base and not Low VOC however it would be much more durable. The oil base paint could be applied at night to mitigate odor/ fume problems. I also have Negative Air HEPA machines that could be used. There would be additional cost for use of the machines and night work however they would be nominal.
2. I would plan on having two painters on the project and can allocate more painters as needed. The total time for the project would have to be determined based on areas available and the amount of down time due to the relocation of contents of the rooms and the time needed for floor installation. A best guess with all things considered would be three months but that could vary depending on the factors I stated.

Thank you,
Tim

Sent from [Mail](#) for Windows 10

From: [Liz Palazzolo](#)
Sent: Thursday, June 21, 2018 10:42 AM
To: [Tim Dysart](#)
Subject: Request for Clarification, RFP 24-14JUN18 Interior Painting Servicesfor the Boone County Detention Center

Hi Tim: Thank you for asking about the \$50K threshold on the bid bond. Since your bid pricing is under that amount, I don't need to require submission of a bid bond. Given this, I am not going to pursue a Best and Final Offer but do have some questions that I'd like for you to answer for the Evaluation Team please:

(1) Please address what paints will be used for the project (please address brand name and VOC content/odor characteristics, and durability);

(2) It appears that total project time for painting is about 4 months. Please elaborate on your time frame for completing the project, when you'd be working, and the number of painters you plan to allocate to the project, which may impact the completion time. For instance, is the 4-month project time what it will take if you allocate one painter? What would the time-frame be if more than one-painter is assigned?

Responding to this e-mail will be sufficient. Please let me know if you have any questions.

Liz Palazzolo
Senior Buyer

Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390
613 E. Ash, Room 109
Columbia, MO 65201

-----Original Message-----

From: Tim Dysart <tim@dysartpainting.com>
Sent: Thursday, June 21, 2018 8:44 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: Bid

Hi Liz

I wanted to check in to see how things are progressing with the bid? Please let me know if there are any further questions you have or if there is any way I can assist.

Thank you,

Tim

Sent from my iPhone

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words “must” or “shall” are used, they signify a required minimum function of system capacity that will heavily impact the offeror’s final response rating. Where the words “should,” “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror’s final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor “Complies” or “Understands” the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor’s product capabilities.

4.5.8 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

TIM DYSART OWNER

Name and Title of Authorized Representative

Signature



Date

6/4/18

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

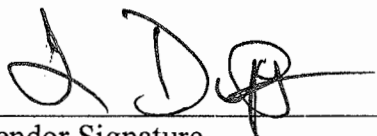
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature



Date

5.1. PRICING:

The offeror must submit a firm, fixed total price to paint the interior of the Boone County Sheriff's Department and Jail as specified herein. The total price must include all labor, paint, materials, supplies and support including required insurance and bonding necessary to completely perform specified painting services. The County shall pay no other costs.

Line Item 1: Total Interior Paint Project Price: \$ 48,748⁰⁰~~00~~

All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space for each identified area:

Labor, Materials and Supplies for Painting the Administrative Building:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MA2 200 | 100 | \$30 | 3,000 |
| ALL SURFACE EN | 20 | \$30 | 600 |
| LABOR | 506.6 | \$60 | 30,400 |
| Total Price Administrative Building | | | \$ 34,000 |

Labor, Materials and Supplies for Painting the Medical Office Managers Office including the Medical Records Area, and the Medical Office:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MA2 200 | 5 | \$30 | 150 |
| ALL SURFACE | 2 | \$30 | 60 |
| LABOR | 20.2 | \$60 | 1,212 |
| Total Price Medical Office Managers Office including the Medical Records Area, and the Medical Office | | | \$ 1,422 |

Labor, Materials and Supplies for Painting the Psychologist's Office:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MA2 200 | 4 | \$30 | 120 |
| ALL SURFACE | 2 | \$30 | 60 |
| LABOR | 10 | \$60 | 600 |

| | | | |
|-----------------------------------|--|--|--------|
| | | | |
| Total Price Psychologist's Office | | | \$ 780 |

Labor, Materials and Supplies for Painting the A-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MAZ 200 | 5 | \$30 | 150 |
| ALL SURFACE | 4 | \$30 | 120 |
| LABOR | 61.2 | \$60 | 3,672 |
| Total Price A-Pod Control Room | | | \$ 125 3,942 |

Labor, Materials and Supplies for Painting the B-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MAZ 200 | 5 | \$30 | 150 |
| ALL SURFACE | 4 | \$30 | 120 |
| LABOR | 61.2 | \$60 | 3,672 |
| Total Price B-Pod Control Room | | | \$ 3,942 |

Labor, Materials and Supplies for Painting the C-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MAZ 200 | 5 | \$30 | 150 |
| ALL SURFACE | 4 | \$30 | 120 |
| LABOR | 61.2 | \$60 | 3,672 |
| Total Price C-Pod Control Room | | | \$ 3,942 |

Labor, Materials and Supplies for Painting the Booking Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| PRO MAZ 200 | 2 | \$30 | 60 |
| ALL SURFACE | 2 | \$30 | 60 |
| LABOR | 10 | \$60 | 600 |
| Total Price Booking Room | | | \$ 720 |

Note: The itemized prices must equal the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of painting services similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: BROWN & ROOT
 Contact Name: JOHN MELTON
 Contact's Title: PROJECT MANAGER
 City: COLUMBIA State: MO
 Telephone Number and Area Code: 573-355-4670
 E-mail Address: JOHN.MELTON @ BROWNANDROOT.COM
 Description of Equipment/Services Furnished: PAINTING / CONSTRUCTION
 Availability of Reference: 9-5

=====
 Company/Entity Name: BROWN & ROOT
 Contact Name: GATLIN WILSON
 Contact's Title: PROJECT MANAGER
 City: JEFFERSON CITY State: MO
 Telephone Number and Area Code: 573-673-1783
 E-mail Address: GATLIN.WILSON @ BROWNANDROOT.COM
 Description of Equipment/Services Furnished: PAINTING CONSTRUCTION
 Availability of Reference: 9-5

5.3 Proposed Method of Performance and Contractor Support

Project Time Line Detail:

The vendor should identify below the beginning and end date for painting each identified area:

| Project Task | Start Date - indicate in number of calendar days after receipt of order to begin painting | Completion Date - indicate in total number of work days and hours to complete painting the identified area |
|--------------------------------------|---|--|
| Painting the Administration Building | /calendar days ARO to | |

| | | |
|---|--|--|
| | begin paint work | |
| Painting the Medical Office Manager's Office including the Medical Records Area | /calendar days ARO to begin paint work | |
| Painting the Medical Office | /calendar days ARO to begin paint work | |
| Painting the Psychologist's Office | /calendar days ARO to begin paint work | |
| Painting the A-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the B-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the C-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the Booking Room | /calendar days ARO to begin paint work | |

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the painting project:

TIM DYSART

Direct or Subcontracted Work:

Address in the space provided if the painting services will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the painting work. If any subcontractors are to be used, then identify the subcontractor by name and location.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

X Yes _____ No

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

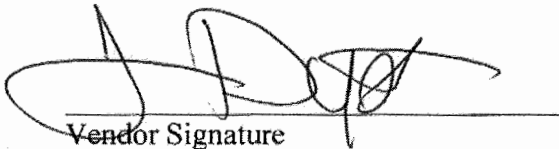
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature

6/28/18
Date

(The vendor should complete and return with the proposal)

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

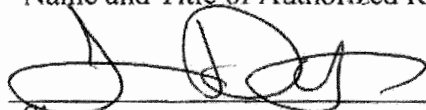
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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 must attach an explanation to this proposal.

TIM DYSNET / OWNER

Name and Title of Authorized Representative



Signature

6/28/18

Date

CERTIFICATION OF INDIVIDUAL BIDDER

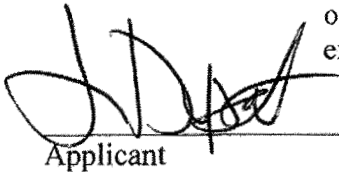
Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please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

Options

- 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 - see following page*) 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 must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.


Applicant

6/25/18
Date

TIM DYSART
Printed Name





ADDENDUM #1 to RFP #24-14JUN18

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Proposal 24-14JUN18 for
INTERIOR PAINTING SERVICES**

ADDENDUM # 1 - Issued MAY 29, 2018

Prospective offerors are hereby notified of the following revisions to Request for Proposal 09-30MAY18:

1) Paragraph title 3.4 shall be **REVISED** as follows:

3.4 *Painting* Requirements and Responsibilities:

2) Paragraph 3.4.3 shall be **ADDED** as follows:

3.4.3 The contractor shall apply at minimum two (2) coats of paint on all walls and trim, and otherwise apply as many coats to the particular surface necessary to make a final uniform coating.


3) Paragraph 3.4.4 shall be **ADDED** as follows:

3.4.4 The contractor shall paint the doors and the door frames of the Medical and Psychiatric Offices, the two (2) Visitation Room doors in A-Pod, and the single A-pod (AO65) door a color that matches the floor stripe as directed by the Sheriff's Office.

NOTE: All changes to original RFP text made as a result of this Addendum are noted in *italicized* font.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By:



Liz Palazzolo, Senior Buyer

Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #**24-14JUN18 – Interior Painting Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

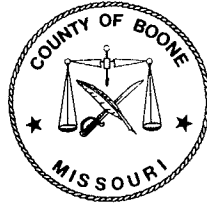
Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR INTERIOR PAINTING SERVICES

RFP # 24-14JUN18

Release Date: May 14, 2018

**Includes Pre-proposal Conference with Site Visit
Scheduled for May 25, 2018 starting at 10:00A.M.**

Note: Bid Bond Required

**Submittal Deadline:
June 14, 2018
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 24-14JUN18 – INTERIOR PAINTING SERVICES

Sealed proposals will be accepted until **2:00 P.M. on JUNE 14, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Sunday, May 13, 2018
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with interior painting services as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **June 14, 2018** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

 - 1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
 - 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on June 14, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., June 4, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

1.9 Preproposal Conference and Site Tour: **A preproposal conference and site tour of the Boone County Sheriff's Department and Jail** located at 2121 County Drive in Columbia, Missouri will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring interior painting and ask questions about the County's requirements. **The Preproposal Conference and Tour will be conducted at 10:00 A.M. on Friday May 25, 2018.**

a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Bid Bond Requirement - Requirement of Submitting Bid:

If Bidder's bid response is \$50,000 or greater, then a bid bond is required to be submitted with the RFP proposal:

In the event that the vendor decides to prepare and submit an offer to Boone County, then a Bid Bond shall be required and submitted with the proposal response as follows:

Bid Bond Required: A bid bond or certified check made payable to Boone County, in the amount of 5% of the total project price quoted on the Vendor Response and Pricing Pages shall accompany the proposal response as a guarantee that the offeror, if awarded the contract, will later furnish a satisfactory Performance and Payment Bond as described above; execute the contract; and proceed with the work. Upon failure to do so, the offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the offeror shall excuse the offeror or entitle the offeror to a return of the deposit or Bid Bond. Failure to include the Bid Bond may result in finding the offer unacceptable to the County without further evaluation.

1.11 **Brand Name or Equal:**

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Sheriff's Department and Jail.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and product number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Painting Services for the Boone County Sheriff's Department and Jail** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts including a separate download for the prevailing wage order:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) Affidavits (OSHA, Prevailing Wage Law)
- 10) Samples of Bonds
- 11) "No Bid" Response Form
- 12) Boone County Standard Terms and Conditions
- 13) Attachments One-Two
- 14) Attachment Three: Original Paint Specifications
- 15) Attachment Four: Layout and Measurements
- 16) Attachment Five: Prevailing Wage No. 25 – separate download

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide painting services at the Boone County Sheriff's Department and Jail.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote firm and fixed pricing on the Vendor Response and Pricing Pages for all painting required including all labor, paint, materials, and supplies necessary to perform all paint tasks as specified in this Request for Proposal.

2.2. Background Information:

2.2.1 Background: The Boone County Sheriff's Department and Jail located at 2121 County Drive in Columbia, Missouri serves as the main headquarters for the department and includes an adult detention facility that provides safe and secure incarceration of persons taken into custody by order of a qualified court or as

otherwise allowed by law. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at:
<http://www.showmeboone.com>.



3. SCOPE OF WORK:

3.1 **General Requirements:**

3.1.1 The contractor shall provide interior painting services at the Boone County Sheriff's Department and Jail that includes all labor, paint, materials and supplies necessary to perform required painting as specified herein.

a. The County anticipates that the painting will occur in phases. The contractor must follow the direction of the Sheriff's Office in determining the scheduling for what areas are painted first, etc. It is anticipated that the following areas will be painted first:

- 1) the Administrative Building;
- 2) the Medical Office Manager's Office (medical records area);
- 3) the Medical Office;
- 4) and the Psychologist's Office.

b. The following areas are anticipated to be painted subsequent to the above-named areas:

- 1) the A-Pod Control Room;
- 2) the B-Pod Control Room;
- 3) the C-Pod Control Room;
- 4) and the Booking Room.

3.1.2 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for painting services.

3.1.3 The contractor shall understand and agree that the County may request scheduling for paint service that may cross different County fiscal years.

3.2 **Paint Requirements:**

3.2.1 The contractor shall provide paint suitable for the various surfaces that will require painting service: cement block, sheetrock, metal including doorframes and doors. Acceptable paints include Sherwin Williams Promar 200, or equal, egg-shell or semi-gloss finish, colors to be determined by the Sheriff's Department.

3.2.2 **Attachment Three** is an excerpt from the Boone County Sheriff's Department and Jail's initial painting. It is being provided as a guide for the various kinds of paints (latex, oil-based, and epoxy paints) that the contractor shall target for provision. The contractor shall note that the paints referenced in Attachment Three do not reflect recent developments in the paint industry and were used prior

to the Sheriff's Department and Jail being inhabited, therefore reference to some paints, e.g., "epoxy-based" paints, now may be considered unsuitable because of OVC off-gassing that will impact those who now inhabit the buildings, or because they will peel or crack. Therefore, the contractor shall provide and use paints and materials that are suitable for use in areas that people cannot vacate, or may not be adequately ventilated. In addition, the contractor shall be responsible for choosing paint products designed to not peel or crack when applied to existing paint surfaces.

3.3 Site Preparation Requirements:

- 3.3.1 Site Preparation: At no additional cost to the County, and prior to conducting any painting, the contractor must prepare all paint surfaces in order to ensure successful application of new paint. Successful application shall mean that the new paint is suitable for the surface and adheres without cracking or peeling.
- 3.3.2 The contractor shall remove anything such as sealer, grease, oil and other materials that will interfere with successful painting. No painting shall occur if the paint surface is not considered clean, i.e., without full removal of all pre-existing surface materials and residuals.
- 3.3.3 The contractor must patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
- 3.3.4 As necessary, the contractor must install temporary signage, reflectorized striped safety tape, etc. in work areas as may be needed for safety.

3.4 Installation Requirements and Responsibilities:

- 3.4.1 The contractor shall paint in accordance with all applicable manufacturer recommendations using experienced personnel.
- 3.4.2 All painting must be coordinated with the County's designees.

3.5 Repair and Clean-Up Responsibilities As Result of Contract Work:

- 3.5.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor's employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.
 - a. Disposal of Project Waste: The contractor shall be responsible for disposal of waste resulting from painting in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste shall remain on site. At the end of each work day, the contractor shall remove

all waste and debris and shall leave the site neat and clean. Upon completion of all interior painting, the contractor shall return all moldings to the original locations as applicable.

- b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.
- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.

3.6 Warranty:

3.6.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. At minimum, the contractor shall provide the manufacturer's standard product warranty on the paint products used to complete painting for the Boone County Sheriff's Department and Jail.

- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding paint products used to perform contract work.
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty shall commence upon completion of all painting and acceptance by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
- e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
 - 1) Correction or Removal of Defective Work: If required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal including but not limited to related professional fees and charges.

3.7 Contractor Employee Screening and Security

3.7.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed in

Attachments One and Two. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

3.8 General Employee Conduct Requirements:

3.8.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.

3.8.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County'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 the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

3.9 Prevailing Wage Requirements:

3.9.1 Prevailing Wage: The contractor shall 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 County.

- a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) 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;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) 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;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and

Industrial Relations 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.

- e. 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 the contractor a project which is determined to be applicable to prevailing wage law.

3.10 Invoice and Payment Requirements:

- 3.10.1 The contractor must submit an itemized invoice upon completion of all requested painting and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.
- 3.10.2 The contractor's invoice, and as applicable packing slips and delivery tickets, must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.
- 3.10.3 Payments: For any specific-area requested paint project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:
 - a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
 - b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
 - c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.

- d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the contractor, and the total amount of such costs will be included in the total project cost.
- e. The contractor shall pay for all materials, supplies, services, and equipment as follows:
 - 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
 - 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.10.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate 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 ensure 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 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.

3.10.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

3.11 Work Changes:

3.11.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues 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 and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. 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 County, 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 staff or under separate contract with another contractor.

3.12 Transient Employers:

3.12.1 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.

3.13 Protection Of Work:

3.13.1 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.

3.14 Insurance Requirements:

3.14.1 The contractor shall not commence work under the contract until the contractor has 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. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the 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 the 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 the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- i. The 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. **The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the

use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- e. Subcontractors: The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.

- g. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- h. Indemnity Agreement: To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - i. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - ii. 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.
 - iii. **Certificate Holder**: The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

Boone County
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

3.15 Other Contract Terms and Conditions:

3.15.1 Assignment/Conveyance/Transfer of Contract: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

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

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

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

3.15.2 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal. As solely determined by the County, the contract shall continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

3.15.3 Liquidated Damages: Liquidated damages in the amount of \$250.00/day will be assessed for all calendar days exceeding the project completion date.

3.15.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may

allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

3.15.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.15.6 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.

3.15.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.

3.15.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.

3.15.9 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

3.15.10 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.

3.15.11 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.

3.15.12 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 shall 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 the 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.

3.15.13 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the 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.

3.15.14 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. The contractor shall understand and agree 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, the 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 the 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. The 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.

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

- a. 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.
- b. 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.

3.15.16 Bonds Requirements: If the contract is valued at \$50,000 or greater, then the following bond requirements shall apply:

- a. Performance Bond and Labor and Material Payment Bond: Upon award of the contract, the contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided by the County (see sample herein), each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of all contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills related to performance of contract tasks.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on June 7, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact

on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.4.2 Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their offer. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

- 4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County. The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 Evaluation of the Vendor's Experience and Reliability: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing paint services to other customers including public entities such as Boone County.
- a. Name other customers and/or government agencies/municipalities for which the vendor has provided painting services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- 4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the painting project at the Boone County Detention Center. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words “must” or “shall” are used, they signify a required minimum function of system capacity that will heavily impact the offeror’s final response rating. Where the words “should,” “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror’s final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor “Complies” or “Understands” the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor’s product capabilities.

4.5.8 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

REMINDER: A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

5.1. PRICING:

The offeror must submit a firm, fixed total price to paint the interior of the Boone County Sheriff's Department and Jail as specified herein. The total price must include all labor, paint, materials, supplies and support including required insurance and bonding necessary to completely perform specified painting services. The County shall pay no other costs.

Line Item 1: Total Interior Paint Project Price: \$ _____

All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

Itemization of Above Quoted Total Price Quoted for Line Item 1:

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space for each identified area:

Labor, Materials and Supplies for Painting the Administrative Building:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| Total Price Administrative Building | | | \$ |

Labor, Materials and Supplies for Painting the Medical Office Managers Office including the Medical Records Area, and the Medical Office:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| Total Price Medical Office Managers Office including the Medical Records Area, and the Medical Office | | | \$ |

Labor, Materials and Supplies for Painting the Psychologist's Office:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |

| | | | |
|--|--|--|-----------|
| | | | |
| Total Price Psychologist's Office | | | \$ |

Labor, Materials and Supplies for Painting the A-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Price A-Pod Control Room | | | \$ |

Labor, Materials and Supplies for Painting the B-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Price B-Pod Control Room | | | \$ |

Labor, Materials and Supplies for Painting the C-Pod Control Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Price C-Pod Control Room | | | \$ |

Labor, Materials and Supplies for Painting the Booking Room:

| Identification of Labor/Materials/Supplies | Quantity | Unit Price Per Each | Sub-Total Price for The Specific Item |
|--|----------|---------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Price Booking Room | | | \$ |

Note: The itemized prices must equal the total project price quoted for line item 1.

5.2 Vendor's Experience and Reliability:

The offeror should provide reference contact information below regarding provision of painting services similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.3 Proposed Method of Performance and Contractor Support

Project Time Line Detail:

The vendor should identify below the beginning and end date for painting each identified area:

| Project Task | Start Date - indicate in number of calendar days after receipt of order to begin painting | Completion Date – indicate in total number of work days and hours to complete painting the identified area |
|--------------------------------------|---|--|
| Painting the Administration Building | /calendar days ARO to | |

| | | |
|---|--|--|
| | begin paint work | |
| Painting the Medical Office Manager's Office including the Medical Records Area | /calendar days ARO to begin paint work | |
| Painting the Medical Office | /calendar days ARO to begin paint work | |
| Painting the Psychologist's Office | /calendar days ARO to begin paint work | |
| Painting the A-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the B-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the C-Pod Control Room | /calendar days ARO to begin paint work | |
| Painting the Booking Room | /calendar days ARO to begin paint work | |

Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding the painting project:

Direct or Subcontracted Work:

Address in the space provided if the painting services will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the painting work. If any subcontractors are to be used, then identify the subcontractor by name and location.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

Additional information may be obtained from:

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

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

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.

Options

- _____ 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 – see following page*) 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 must 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 OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

Performance Bond Exhibit – To Be Completed At Time of Award

The following is informational. Any performance bond prepared under a contract awarded by this RFP shall follow this format.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

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

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

**CONTRACT NUMBER 24-14JUN18
BOONE COUNTY DETENTION CENTER PAINTING PROJECT
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

Labor and Material Bond Exhibit – To Be Completed At Time of Award

The following is informational. Any labor and material bond prepared under a contract awarded by this RFP shall follow this format.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____,

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

_____ DOLLARS

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

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

**CONTRACT NUMBER 24-14JUN18
BOONE COUNTY DETENTION CENTER PAINTING PROJECT
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____



“No Bid” Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does 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, e-mail or fax.

Bid: RFP #24-14JUN18 – Interior Painting Services for the Boone County Sheriff’s Department and Jail

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

ATTACHMENT ONE

Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas **may** be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at anytime.

ATTACHMENT TWO



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Sandra K. Karsten, Superintendent



An
Internationally
Accredited
Agency

Eric R. Greitens
Governor

Charles A. (Drew) Juden
Director

Date

Name

Company

Address

Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card

Under Employer and Address – must indicate Company Name

Under Reason Fingerprinted – must indicate Contractor

Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
Attn: Accounting Unit, Nikki Wrinkles
1510 East Elm Street
Post Office Box 9500
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the www.cjisonline.com portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

enc

RFP 24-14JUN18

Attachment Three – Original Paint Specifications
Historical Information

BOONE COUNTY JAIL
COLUMBIA, MISSOURI
#88102.01
ROOM FINISH SCHEDULE - FINAL
MARCH 15, 1990
REVISED MARCH 27, 1990
REMARKS, BUILDINGS A, B, C AND D

Some information contained herein may pertain to other structural details about the Detention Center that houses the Sheriff's Department and the Jail. Any details presented about paint at the Center are intended for historical information only for the current paint project.

GENERAL COMMENTS:

- A. ALL EXPOSED CONCRETE FLOORS TO HAVE APPLIED SEALER UNLESS NOTED OTHERWISE.
- B. PROVIDE METAL LATHE ON CEILING SUSPENSION SYSTEM AND COVER WITH TWO LAYER OS GYP. BD. AT GYP 2 AND GYP 2E. FINISH SCHEDULE FOR LOCATIONS.
- C. EPOXY PAINTED BASE DIFFERENT COLOR THAN WALLS.

SPECIFIC COMMENTS:

- 1. NO QUARRY TILE BASE AT EXPOSED SPLIT FACE CONCRETE BLOCK WALL.
- 2. SPLIT FACE CONCRETE BLOCK WALL OCCURS BETWEEN LOBBY A002 AND A010.
- 3. GYPSUM BOARD ON 7/8" FURRING CHANNELS.
- 4. PROVIDE NO BASE AT EXPOSED CONCRETE FLOOR AREA.
- 5. REFER TO REFLECTED CEILING PLAN FOR LOCATION OF CEMENT PLASTER CEILINGS.
- 6. CEILING HEIGHT TAKEN FROM TOP OF RAISED FLOOR.
- 7. QUARRY TILE AT FLOOR SHALL RUN INTO THE WALK-IN COOLER AND WALK-IN FREEZER. SEE DETAILS.
- 8. METAL DOOR AND FRAME TO BE PAINTED WITH EPOXY PAINT IN CONTRASTING COLOR FROM WALL PAINT.
- 9. 2 PAINTED ACCENT STRIPS IN CONTRASTING COLORS. PAINT TYPE SAME AS BALANCE OF WALL.
- 10. ALL DETENTION FURNITURE TO BE PAINTED WITH EPOXY PAINT IN CONTRASTING COLOR FROM WALL PAINT.
- 11. BASE, WALLS AND CEILINGS IN SHOWER ALCOVES TO BE PAINTED WITH EPOXY PAINT.
- 12. PROVIDE HOLD-DOWN CLIPS AT ACOUSTICAL TILE CEILING PANELS.
- 13. EACH SIDE OF METAL DOOR AND FRAME AT PLUMBING CHASES WILL BE PAINTED W/EPOXY PAINT. THE CHASE SIDE OF THE ASSEMBLY WILL BE THE SAME COLOR AS THE ROOM SIDE.
- 14. ADD LIQUID HARDENER AT FLOOR.
- 15. GYPSUM BOARD ON 7/8" FURRING CHANNELS AT INTERIOR WALL. REFER TO WALL TYPES FOR EXACT LOCATION.
- 16. DELETE FINISHES BY ALTERNATE #1. REFER TO DETAIL 34/A17 FOR CHANGES OF WORK AND FINISHES UNDER ALTERNATE #

BOONE COUNTY JAIL
COLUMBIA, MISSOURI
#88102.01
MARCH 15, 1990
REVISED MARCH 27, 1990
REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| <u>SECTION</u> | <u>MATERIAL</u> | <u>CODE</u> | <u>LOCATION</u> | <u>MANUFACTURER/DESCRIPTION</u> |
|----------------|---|-------------|--|--|
| 06200 | Finish Carpentry Plastic Laminate Countertops Window Sills Plastic Laminate Wall & Base Cabinets Shelves Trim at Room A006 Fiberglass Board | L-1 | All Areas Specified | Formica, 950 Ecrú, Matte Finish |
| | | L-2 | All Areas Specified | Formica, 911 Dawn, Matte Finish |
| 07415 | Preformed Roof Panels Wall Panels & Trim Soffit System | | | Fire-X-Glasbord, Color E#BES383P Almond Armco, Steelex, Pacific Blue Rollex, Bronze Armco, Steelex, Pacific Blue |
| 07620 | Sheet Metal Flashing & Trim | | | |
| 07930 | Sealants | | Interior/Exterior At Primary Field Brick At Aluminum Framing | Field Brick Mortar Color: Tan Color: Medium Bronze See Section 09900, Painting See Section 09900, Painting See Section 09900, Painting |
| 08110 | Hollow Metal Frames Wood Doors | | | |
| 09260 | Gypsum Wallboard System | | | American Olean, Q06 Fawn Gray, Thin Set, Extruded, 6"x6" |
| 09330 | Quarry Tile | QT-1 | Floor/Base Per Finish Schedule | |

BOONE COUNTY JAIL
 COLUMBIA, MISSOURI
 #88102.01
 MARCH 15, 1990
 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| <u>SECTION</u> | <u>MATERIAL</u> | <u>CODE</u> | <u>LOCATION</u> | <u>MANUFACTURER/DESCRIPTION</u> |
|----------------|----------------------------|-------------|--|---|
| | | QT-2 | Floor/Base Per Finish Schedule | <u>American Olean</u> , Q06 Fawn Gray, Full Set, Abrasive Grain, 6"x6" |
| | | | Grout | <u>TEC</u> , 915 Light Smoke |
| 09510 | Acoustical Ceilings | AC-1 | Per Finish Schedule | <u>USG</u> , Auratone, Fissured, 24x48 w/Square Edges, Color: Manila |
| 09666 | Resilient Tile Flooring | VCT | Per Finish Schedule | <u>Armstrong</u> , Imperial Texture, 51905 Hazelnut, 12"x12" |
| 09666 | Rubber Base | R | Per Finish Schedule | <u>Johnsonite</u> , 4"H, Coved, DC-60, Taupe |
| 09680 | Carpet | CPT | Per Finish Schedule | <u>Mohawk</u> , Supertron, SUP/101, Dark Rose |
| 09900 | Painting Exterior: | | Bollards, Steel Lintels | <u>Sherwin Williams</u> , Dolphin SW1034 |
| | | | Gutters | <u>Armco</u> , Steelex, Pacific Blue |
| | | | Leaders | <u>Armco</u> , Steelex, Bronze |
| | | | Sheet Metal Flashing & Trim | <u>Armco</u> , Steelex, Pacific Blue |
| | | | Hollow Metal Doors & Frames | <u>Sherwin Williams</u> , Dolphin SW1034 |
| | | | Tube Framing Support System and Sleeves | <u>Sherwin Williams</u> , Dolphin SW1034 |

BOONE COUNTY JAIL
 COLUMBIA, MISSOURI
 #88102.01
 MARCH 15, 1990
 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| SECTION | MATERIAL | CODE | LOCATION | MANUFACTURER/DESCRIPTION |
|---------|--------------------------------------|------|---|--|
| | Exterior (Cont'd.) | | Barrier Gates & Associated Posts, Steel Columns & Metal Fabrication on the interior of all penthouses | Sherwin Williams, Rhythm & Blues SW1244 |
| | Interior - Administration Building A | | *Note: See Attached Room Finish Schedule with revised date of 10/4/90 for wall paint location and for specified paint type. | |
| | | P-1 | Primary Wall Paint, Steel Columns Within Wall Exposed to View | Epoxy, Sherwin Williams, Nouveau White SW1060 Latex, Sherwin Williams, Nouveau White SW1060 |
| | | P-2 | Neutral Wall, Ceiling Paint, & Precast Ceiling Paint, Steel Columns Within Wall Exposed to View | Epoxy, Sherwin Williams, Neutral Ground SW1130 Latex, Sherwin Williams, Neutral Ground SW1130 |
| | | P-4 | All H.M. Door Frames, Window Frames, and H.M. Doors (Where Scheduled) From Column Line 3.2 East | Oil Base, Sherwin Williams, Deep Maroon SW1287 |
| | | P-5 | All H.M. Door Frames, H.M. Window Frames, H.M. Doors and their respective window vision frames within each door and Sliding Door Housing Assembly (Where Applicable) from Column Line 3.2 West, Excluding Doors A069, A070, A075, | Epoxy, Sherwin Williams, Retro Rose SW1047 Oil Base, Sherwin Williams, Retro Rose SW1047 |

BOONE COUNTY JAIL
 COLUMBIA, MISSOURI
 #88102.01
 MARCH 15, 1990
 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| SECTION | MATERIAL | CODE | LOCATION | MANUFACTURER/DESCRIPTION |
|---------|--|--|---|--------------------------|
| | Building A (Cont'd.) | P-5 (Cont'd.) | A077, A078, A084, A085, A086 and A087 and their respective window vision frames within each Door Note: Door A058B and Frame shall be painted P-5 (Retro Rose) on Room A059 side and painted P-4 (Deep Maroon) on Room A058 side | |
| | Detention Furnishings: ? Stools Panel Dividers in Non- Contact Visitation Rooms Steel Stair Assemblies, Guardrail | | | |
| | P-5 | Base Paint (8" High Band) at Main Connecting Corridors and Sally Ports | Epoxy, <u>Sherwin Williams</u> , Retro Rose SW1047 | |
| | P-6 | Holding Cell Wall & Precast Ceiling Paint | Epoxy, <u>Sherwin Williams</u> , Powder Blue SW1514 | |
| | P-8 | Detention Furnishings: Bunks | Epoxy, <u>Sherwin Williams</u> , Erie Island SW1477 | |
| P-11 | Wood Door Stain (Where Scheduled) | <u>Sherwin Williams</u> , Interior Oil Stain, Rosewood. | | |

BOONE COUNTY JAIL
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 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| SECTION | MATERIAL | CODE | LOCATION | MANUFACTURER/DESCRIPTION |
|-------------------------|----------|------|--|---|
| Building A (Cont'd.) | | P-14 | Corridors A060, A092, A102 and Sally Ports A058 and A059 Accent Bands shall be painted as shown on bottom elevation of attached Suppl. Dwg. 36, Sheet 1 of 2 (Attached). Accent bands shall occur on long walls only. No banding shall occur at end walls of those corridors. See attached Suppl. Dwg. #72, Sheet 1 of 1 (Attached). Arrow symbol indicates where accent banding shall stop. No accent band shall occur in Sally Ports A103 and A104. No accent bands at following in-processing areas and corridors: A074, A071, A066, A065, A106, A113. | Epoxy, <u>Sherwin Williams</u> , Keepsake Mauve, SW1286 |
| | | P-15 | The following H.M. Doors and their respective window vision frames within each door: A069, A070, A075, A077, A078, A084, A085, A086 and A087. | Epoxy, <u>Sherwin Williams</u> , Lost Atlantic SW1251 |

BOONE COUNTY JAIL
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 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| <u>SECTION</u> | <u>MATERIAL</u> | <u>CODE</u> | <u>LOCATION</u> | <u>MANUFACTURER/DESCRIPTION</u> |
|----------------|--|-------------|---|---|
| | Interior Bldgs. B, C & D (Cont'd.) | P-10 | All Holding Cell H.M. Doors and their respective vision frames & other accessories within each door at Bldgs. B & C. (Exclude sliding door housing assembly.) | Epoxy, <u>Sherwin Williams</u> , Celtic Blue SW1243 |
| | | P-11 | Wood Door Stain (Where Scheduled) | <u>Sherwin Williams</u> , Interior Oil Stain, Rosewood |
| | | P-5 | All H.M. door frames, H.M. window frames, H.M. doors (including window frames on Sally Port C112 and C120 side), and sliding door housing assembly (where applicable), exclude all holding cell H.M. doors and H.M. window frames only on dayroom side. See Paint Code P-10 & P-13 | Epoxy, <u>Sherwin Williams</u> , Retro Rose, SW1047 Oil Base, <u>Sherwin Williams</u> , Retro Rose, SW1047 |
| | | P-13 | All Hollow Metal Window Frames on Dayroom Side Including 1'-0" Horizontal Band Between Glazing - See Revised Suppl. Dwg. 36, Sheet 2 of 2 (Attached). Dayroom Table Bases | Epoxy, <u>Sherwin Williams</u> , Filtered Sun, SW1646 |

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MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| SECTION | MATERIAL | CODE | LOCATION | MANUFACTURER/DESCRIPTION |
|---------|----------|------|----------|--------------------------|
|---------|----------|------|----------|--------------------------|

Interior
Bldgs. B, C & D
(Cont'd.)

P-14 Horizontal Accent
Band At Inner Core
Corridors Surrounding
the Control Rooms and
at Main Connecting
Corridors B100, C100,
D100, Sally Ports B103,
C101 as follows:

Epoxy, Sherwin Williams,
Keepsake Mauve, SW1286

Corridors B100, C100
and D100 accent bands
shall be painted as
shown on bottom
elevation of Revised
Suppl. Dwg. 36, Sheet
1 of 2 (Attached).

Accent bands shall occur
on long walls only. No
banding shall occur at
end walls of those
corridors. See Suppl.
Dwg. 72, Sheet 1 of 1
(Attached).
Arrow symbol indicates
where accent banding
shall stop.

Sally Ports B103 and
C101 accent bands shall
be painted as originally
shown on top elevation
of Revised Suppl. Dwg.
36, Sheet 1 of 2 (Attached).

BOONE COUNTY JAIL
 COLUMBIA, MISSOURI
 #88102.01
 MARCH 15, 1990
 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| SECTION | MATERIAL | CODE | LOCATION | MANUFACTURER/DESCRIPTION |
|---------|------------------------------------|----------------|---|--|
| | Interior Bldgs. B, C & D (Cont'd.) | P-14 (Cont'd.) | Accent bands at corridors surrounding the control room at Buildings B and C shall occur on the dayroom side of the corridor wall and remain as shown on top elevation of Rev. Suppl. Dwg. 36, Sheet 1 of 2 (Attached). No Banding Required on Control Room side of the corridor wall. | |
| | | P-5 | Base Paint (8"H Band) @ Inner Core Corridors Surrounding the Control Rooms and at Main Connecting Corridors & Sally Ports. | Epoxy, <u>Sherwin Williams</u> , Retro Rose, SW1047 |
| | | | Steel Stair Assemblies, Floor Hatch & Electrical Panelboard within each Control Room. | Oil Base, <u>Sherwin Williams</u> , Retro Rose, SW1047 |
| | | P-6 | Steel Stair, Handrails and Guardrail Assemblies @ Dayrooms, Bldgs. B & C | Epoxy, <u>Sherwin Williams</u> , Powder Blue, SW1514 |
| 09952 | Heavy Duty Vinyl Wallcovering | WC | Women's Locker, Shower Room; Men's Locker, Shower Room | <u>Mipolam</u> , Wallcovering Matte Finish #1314 |

BOONE COUNTY JAIL
 COLUMBIA, MISSOURI
 #88102.01
 MARCH 15, 1990
 REVISED MARCH 27, 1990
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

| <u>SECTION</u> | <u>MATERIAL</u> | <u>CODE</u> | <u>LOCATION</u> | <u>MANUFACTURER/DESCRIPTION</u> |
|----------------|---|-------------|--|--|
| 10160 | Toilet Partitions | | All Areas Specified | Global, Almond #1040 |
| 10500 | Standard lockers | | Men's Locker Room A039 | Medart, Taupe |
| | | | Women's Locker Room A036 | Medart, Taupe |
| 10501 | Storage Lockers | | Evidence, Room A029 | American New Sand |
| 10522 | Fire Extinguisher Cabinets | FEC | | Standard Factory Finish: White |
| 10670 | Storage Shelving | | Shelving Super- structure, Room A023 | Meta Lundia Putty |
| | | | Exposed End Panels & Backs, Room A023 | Micarta Putty |
| 11190 | Detention Furnishings | | | See Section 09900, Painting |
| 11400 | Unit Kitchens Upper & Lower Cabinets | | | Dwyer, Almond |
| 12350 | Prefabricated Laminated Casework | | | |
| | Wall, Base Cabinets | | All Areas Specified | Nevamar, Buff Beige S-2-67T, Textured |
| | Countertop | | All Areas Specified | Nevamar, Buff Beige S-2-67T, Textured |

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| <u>SECTION</u> | <u>MATERIAL</u> | <u>CODE</u> | <u>LOCATION</u> | <u>MANUFACTURER/DESCRIPTION</u> |
|----------------|--|-------------|--|--|
| | Electric Water Cooler | | | Elkay, Sandalwood Vinyl |
| 15600 | Fan Coil Units | | | McQuay, Standard Factory Finish; Mist Gray |
| | Chiller | | | International, Standard Factory Finish Champagne Beige |
| | Exterior Wall Louvers | | | Standard Factory Finish |
| | Interior Louvers, Grilles, Registers & Diffusers | | Floor Units, Wall Units, Ceiling Units | Armco, Steelox, Pacific Blue |
| | | | | Kruger, Off White |
| 16211 | Generator | | | Sherwin Williams, Chapel Stone SW1155 |
| 16471 | Panelboards | | | Per Specifications, Standard (Grey Enamel) Factory Finish, Field Paint, See Section 09900 Painting |

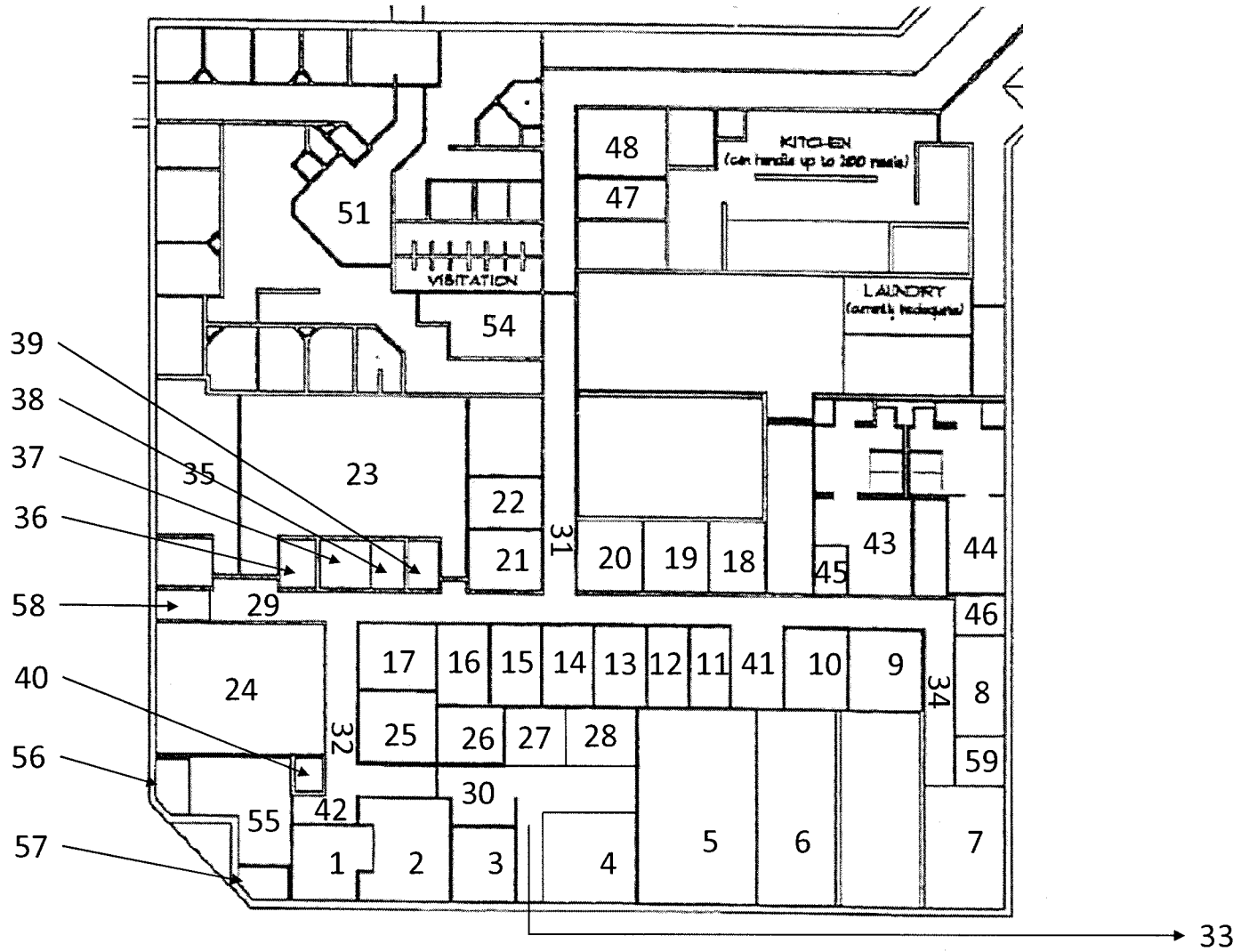
Attachment Four - Layout and Measurements

| Room Number - Common Name See Layout | Measurement 1 in feet | Measurement 2 - in feet | Room Square Footage | |
|---|--------------------------|----------------------------|---------------------|--------|
| 1 | Ayers | 12.5 | 12 | 150 |
| 2 | Sheriff | 14.5 | 16 | 232 |
| 3 | Services Capt. | 12 | 10 | 120 |
| 4 | Conference room | 13 | 16.5 | 214.5 |
| 5 | Records | 19 | 29.5 | 560.5 |
| 6 | Squad room | 13 | 29.5 | 383.5 |
| 7 | Patrol Sgts office | 19 | 12 | 228 |
| 8 | Office storage | 7 | 15 | 105 |
| 9 | Evidence Custodian | 12 | 11 | 132 |
| 10 | Patrol Lts. | 10 | 12 | 120 |
| 11 | Interview #1 | 12 | 6 | 72 |
| 12 | Interview #2 | 12 | 6 | 72 |
| 13 | Det. O'Sullivan | 12 | 8 | 96 |
| 14 | Det. Vessar | 12 | 8 | 96 |
| 15 | Det. Perkins | 12 | 8 | 96 |
| 16 | Det. Luntsford | 12 | 8 | 96 |
| 17 | Det. Sgt. Wilson | 10 | 12 | 120 |
| 18 | Patrol Capt. | 11 | 10 | 110 |
| 19 | Det. Chinn | 10.5 | 10 | 105 |
| 20 | Det. Lester | 11 | 10 | 110 |
| 21 | IT Office | 12 | 9.5 | 114 |
| 22 | Detention Sgts | 7.5 | 12 | 90 |
| 23 | Admin. Training | 31 | 37.5 | 1162.5 |
| 24 | Info Center | 20 | 27 | 540 |
| 25 | Chief Deputy | 12.5 | 11 | 137.5 |
| 26 | Budget Admin | 9 | 12.5 | 112.5 |
| 27 | Civil Process | 8.5 | 9 | 76.5 |
| 28 | Inmate Accounts | 8.5 | 9 | 76.5 |
| 29 | Main hallway | 4.5 | 141 | 634.5 |
| 30 | Services hallway | 45 | 4.5 | 202.5 |
| 31 | Jail hallway | 18 | 4.5 | 81 |
| 32 | Chief Deputy hallway | 31 | 4.5 | 139.5 |
| 33 | Bailey hallway | 17 | 5 | 85 |
| 34 | Patrol Sgt hallway | 24 | 7 | 168 |
| 35 | Breakroom | 28 | 12.5 | 350 |
| 36 | AV Closet | 8 | 6 | 48 |
| 37 | Armory supply | 8 | 8 | 64 |
| 38 | Women hall bathroom | 8 | 5 | 40 |
| 39 | Men hall bathroom | 8 | 5 | 40 |
| 40 | Info Center bathroom | 6 | 5 | 30 |
| 41 | Kitchenette by squad | 13 | 8.5 | 110.5 |
| 42 | Ayers foyer | 6 | 4.5 | 27 |
| 43 | Mens locker room | 14 | 24.5 | 343 |

Attachment Four - Layout and Measurements

| Room Number - Common Name See Layout | Measurement 1 in feet | Measurement 2 - in feet | Room Square Footage | |
|---|--------------------------|----------------------------|---------------------|------------------|
| 44 Womens locker room | 14 | 19 | 266 | |
| 45 Mens locker foyer | 5 | 7 | 35 | |
| 46 Womens locker foyer | 7 | 6 | 42 | |
| 47 Jail medical office | 8 | 11 | 88 | |
| 48 Jail medical exam | 10.5 | 11 | 115.5 | |
| 49 Jail psych office | 15 | 11.5 | 172.5 | |
| 50 Jail medical records | 11.5 | 15 | 172.5 | |
| 51 A-pod control room | 26 | 14 | 364 | |
| 52 B-pod control room | 20.5 | 16.5 | 338.25 | |
| 53 C-pod control room | 20.5 | 16.5 | 338.25 | |
| 54 A-pod booking room | 10 | 20 | 200 | |
| 55 Main Lobby ** | 16 | 16.5 | 264 | |
| 56 CCW room** | 5 | 8 | 40 | |
| 57 Lobby Bathroom** | 5 | 8 | 40 | |
| 58 North Foyer | 7 | 7 | 49 | |
| 59 South Foyer | 4.5 | 9 | 40.5 | |
| TOTALS | | 742 | 770 | 10,023.00 |

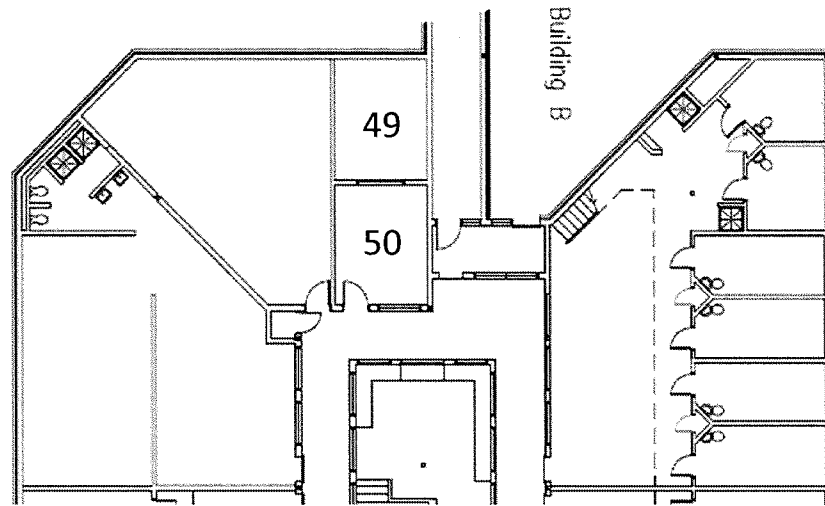
Layout of Rooms – see previous page for key to room numbers and measurements



RFP 24-14JUN18

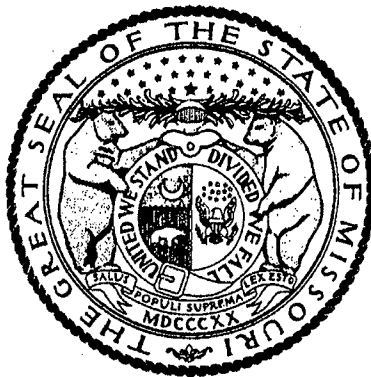
Attachment Four – End

Layout of Rooms – see previous page for key to room numbers and measurements



Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

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

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

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 | | | \$32.70 | 55 | 60 | \$23.17 |
| Boilermaker | | | \$36.56 | 57 | 7 | \$29.13 |
| Bricklayer and Stone Mason | | | \$29.76 | 59 | 7 | \$17.44 |
| Carpenter | | | \$25.34 | 60 | 15 | \$16.85 |
| Cement Mason | | | \$27.82 | 9 | 3 | \$12.92 |
| Communication Technician | | | \$32.00 | 28 | 7 | \$13.37 + 13% |
| Electrician (Inside Wireman) | | | \$32.00 | 28 | 7 | \$13.37 + 13% |
| Electrician (Outside-Line Construction\Lineman) | | | \$44.56 | 43 | 45 | \$5.75 + 36% |
| Lineman Operator | | | \$38.35 | 43 | 45 | \$5.75 + 36% |
| Groundman | | | \$29.48 | 43 | 45 | \$5.75 + 36% |
| Elevator Constructor | | a | \$47.07 | 26 | 54 | \$33.275 |
| Glazier | | | \$27.32 | 122 | 76 | \$12.08 |
| Ironworker | | | \$29.49 | 11 | 8 | \$25.96 |
| Laborer (Building): | | | | | | |
| General | | | \$23.71 | 42 | 44 | \$13.84 |
| First Semi-Skilled | | | \$25.71 | 42 | 44 | \$13.84 |
| Second Semi-Skilled | | | \$24.71 | 42 | 44 | \$13.84 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer and Cutter | | | \$25.22 | 60 | 15 | \$16.85 |
| Marble Mason | | | \$22.24 | 124 | 74 | \$13.05 |
| Marble Finisher | | | \$14.35 | 124 | 74 | \$9.52 |
| Millwright | | | \$26.34 | 60 | 15 | \$16.85 |
| Operating Engineer | | | | | | |
| Group I | | | \$29.06 | 86 | 66 | \$26.00 |
| Group II | | | \$29.06 | 86 | 66 | \$26.00 |
| Group III | | | \$27.81 | 86 | 66 | \$26.00 |
| Group III-A | | | \$29.06 | 86 | 66 | \$26.00 |
| Group IV | | | \$26.83 | 86 | 66 | \$26.00 |
| Group V | | | \$29.76 | 86 | 66 | \$26.00 |
| Painter | | | \$23.69 | 18 | 7 | \$12.08 |
| Pile Driver | | | \$26.34 | 60 | 15 | \$16.85 |
| Pipe Fitter | | b | \$39.25 | 91 | 69 | \$27.18 |
| Plasterer | | | \$26.33 | 94 | 5 | \$12.97 |
| Plumber | | b | \$39.25 | 91 | 69 | \$27.18 |
| Roofer \ Waterproofer | | | \$29.55 | 12 | 4 | \$16.04 |
| Sheet Metal Worker | | | \$31.55 | 40 | 23 | \$17.88 |
| Sprinkler Fitter - Fire Protection | | | \$34.79 | 33 | 19 | \$20.17 |
| Terrazzo Worker | | | \$29.55 | 124 | 74 | \$14.76 |
| Terrazzo Finisher | | | \$19.22 | 124 | 74 | \$14.76 |
| Tile Setter | | | \$22.24 | 124 | 74 | \$13.05 |
| Tile Finisher | | | \$14.35 | 124 | 74 | \$9.52 |
| 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

BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) 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.

**BOONE COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 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 \$1.37 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. 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 the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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, Veterans' Day, Thanksgiving Day 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, it will be celebrated on Saturday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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 work week, 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. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor 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.

**BOONE COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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 makeup 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: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

| OCCUPATIONAL TITLE | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|--------------------|--------------------|--------------------|------------------|-----------------------|
| Carpenter | | \$31.02 | 23 | 16 | \$16.85 |
| Electrician (Outside-Line Construction\Lineman) | | \$44.56 | 9 | 12 | \$5.75 + 36% |
| Lineman Operator | | \$38.35 | 9 | 12 | \$5.75 + 36% |
| Lineman - Tree Trimmer | | \$24.53 | 32 | 31 | \$9.98 + 3% |
| Groundman | | \$29.48 | 9 | 12 | \$5.75 + 36% |
| Groundman - Tree Trimmer | | \$18.14 | 32 | 31 | \$7.19 + 3% |
| Laborer | | | | | |
| General Laborer | | \$28.56 | 2 | 4 | \$13.52 |
| Skilled Laborer | | \$28.56 | 2 | 4 | \$13.52 |
| Millwright | | \$31.02 | 23 | 16 | \$16.85 |
| Operating Engineer | | | | | |
| Group I | | \$28.14 | 21 | 5 | \$25.89 |
| Group II | | \$27.79 | 21 | 5 | \$25.89 |
| Group III | | \$27.59 | 21 | 5 | \$25.89 |
| Group IV | | \$23.94 | 21 | 5 | \$25.89 |
| Oiler-Driver | | \$23.94 | 21 | 5 | \$25.89 |
| Pile Driver | | \$31.02 | 23 | 16 | \$16.85 |
| Traffic Control Service Driver | | \$26.415 | 28 | 27 | \$9.045 |
| Truck Driver-Teamster | | | | | |
| Group I | | \$29.87 | 25 | 21 | \$12.85 |
| Group II | | \$30.03 | 25 | 21 | \$12.85 |
| Group III | | \$30.02 | 25 | 21 | \$12.85 |
| Group IV | | \$30.14 | 25 | 21 | \$12.85 |

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

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

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

**BOONE COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) 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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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.

**BOONE COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

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 \$16.25 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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 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
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

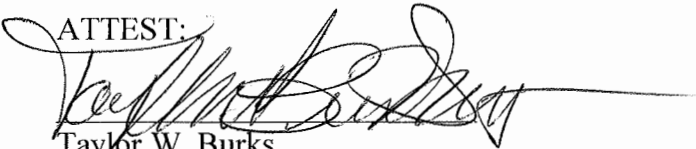
In the County Commission of said county, on the 31st day of July 20 18


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

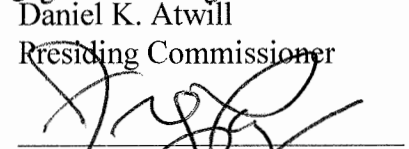
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to establish a budget for the OSCA grant award in the amount of \$1,000 for the period of June 20, 2018 through September 15, 2018.

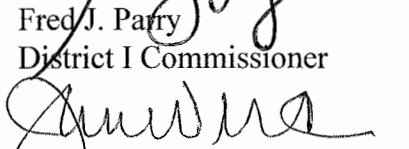
| Department | Account | Department Name | Account Name | Decrease \$ | Increase \$ |
|------------|---------|-----------------|-----------------------|-------------|-------------|
| 1243 | 3451 | Judicial Grants | State Reimbursement | | 1,000 |
| 1243 | 23050 | Judicial Grants | Other Supplies | | 600 |
| 1243 | 37230 | Judicial Grants | Meals/Lodging | | 218 |
| 1243 | 71101 | Judicial Grants | Professional Services | | 182 |
| | | | | | 2,000 |

Done this 31st day of July, 2018.

ATTEST:

 Taylor W. Burks
 Clerk of the County Commission


 Daniel K. Atwill
 Residing Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner



State of Missouri
Office of State Courts Administrator
Administrative Services Division

| | | |
|------------------------|--|---------------------|
| Issue Date | June 20, 2018 | Award Amount |
| Contract Period | | |
| | June 20, 2018 to September 15, 2018 | \$1,000.00 |

Juvenile Detention Alternatives Initiative - JDAI

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000 is available to each JDAI site for expenses not covered by Title II, county funds or additional JDAI awards. Funding is available to develop plans for the time period of January 1 - September 15, 2018, to address expenses for site travel, training and meal expenses for collaboration meetings. Proposals may include expenses for personnel to visit Missouri demonstration sites and expenses for internal training focused on the model strategies. This plan may also include expenses for supplies, minor equipment or contractual services.

| | |
|------------------------|---|
| Contract Number | <input checked="" type="checkbox"/> Original Contract |
| OSCA 18-025-10 | <input type="checkbox"/> Contract Amendment |

| | | |
|---|---|-------------------------------|
| Court/Recipient Information: | Project Director: | OSCA Program Contact |
| The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, MO 65201 | Tara Eppy Superintendent Robert L. Perry Juvenile Justice Center 5565 Roger I. Wilson Memorial Drive Columbia, MO 65202 | Lisa Struempf 573-522-2437 |
| | | OSCA Fiscal Contact |
| | | Shelly Peters 573-522-2751 |

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Funding approved for education classes to address JDAI core strategies improving core strategies of improving conditions of confinement.

Funding requested: \$1,000.00 Funding approved: \$1,000.00

Please Sign, Date and Return by e-mail or mail to:

Office of State Courts Administrator
osca.contracts@courts.mo.gov
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

| | | | |
|---------------------------------------|-------------|-----------------------|-----------------------------------|
| Appointing Authority Signature | | OSCA Signature | |
| <i>Mary Eppy</i> | | <i>Earl Kraus</i> | |
| Printed Name | Date | Printed Name | Title |
| Mary Eppy | 6/21/18 | Earl Kraus | Deputy State Courts Administrator |
| Presiding Judge Signature | | Date | |
| <i>Kevin Crane</i> | | 6/20/18 | |
| Printed Name | Date | Date | |
| Kevin Crane | 6/20/18 | 6/20/18 | |



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

June 20, 2018

The Honorable Kevin Crane
Presiding Judge
Thirteenth Judicial Circuit
705 East Walnut Street
Columbia, MO 65201

Dear Judge Crane:

On behalf of the Annie E. Casey Foundation, I am pleased to announce the award of funding for the Juvenile Detention Alternatives Initiative (JDAI) Program. The Thirteenth Judicial Circuit has been awarded \$1,000.00.

Funds are available to your court per the terms of the attached contract award form. OSCA Contracts Unit requests the contract award form be signed and returned to us for filing with the award documentation.

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached as indicated below:

Lisa Struempf, Program Administration – 573-522-2437- lisa.struempf@courts.mo.gov
Shelly Peters, Fiscal Matters – 573-522-2751 - shelly.peters@courts.mo.gov

Congratulations on your award!

Sincerely,

A handwritten signature in cursive script, appearing to read "Earl Kraus".

Earl Kraus

Deputy State Courts Administrator

EK/tr

Enclosures
Juvenile Detention Alternatives Initiative Contract Award

Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$1,000.00 per site is available to each JDAI site for expenses not covered by Title II, county funds or other JDAI awards. Funding is available to develop plans for the time period of December 1, 2017 - September 15, 2018, to address expenses for travel, education, meals, supplies or contractual services. Please review your plan with the JDAI State Coordinator prior to submission. The plans shall specifically address one or more of the JDAI core strategies: 1) Collaboration, 2) Use of accurate data, 3) Objective admissions, 4) New or enhanced non-secure alternatives to detention, 5) Case processing reforms, 6) Special detention cases, 7) Reducing racial disparities, or 8) Improving conditions of confinement.

Budget Request

1) Please break down your funding request:

| Budget Line Item | Approximate Cost | Budget Line Item | Approximate Cost |
|---|------------------|-------------------------------------|------------------|
| Youth Mental Health First Aid workbooks (\$40/each x 15 participants) | \$600.00 | Presenter Travel/Mileage (2 people) | \$182.00 |
| Lunch (\$9/each x 17 people) | \$153.00 | | |
| Snacks/Drinks (17 people) | \$65.00 | | |

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives?

The 13th Circuit Juvenile Justice System continually strives to improve on the eight core strategies of JDAI. Funding would assist in providing a training that specifically addresses the JDAI core strategy of improving conditions of confinement for the juveniles we work with. Mental health and substance abuse concerns with juveniles at JJC or under supervision of the JO are increasing in nature. In 2017, there were 242 admissions to JJC (an increase from years past). The MAYSI is a mental health screening tool and the SASSI is a substance abuse screening tool used during admission to JJC. In 2017, 54% of juveniles admitted tested positive for at least one drug and 57% scored for have a High Probability of either a substance abuse disorder or substance abuse dependence. Additionally, 80% of juvenile admitted reported that they had experienced between 1-5 traumatic events. Additionally, the following were self-reported during admission on the MAYSI and scored in the Caution/Warning area: 27% for Alcohol/Drug; 55% for Angry/Irritable; 16% for Depressed/Anxious; 54% for Somatic Complaints; 17% for Suicidal Ideations; and 13% for Thought Disturbances. Of the 242 admissions, 65 juveniles were seen by the psychiatrist (with over 100 contacts in total) and 13 participated in psychological evaluations. Finally, there were approximately 281 individual counseling sessions completed. Please see attached sheets for a description of the Youth Mental Health First Aid training program.

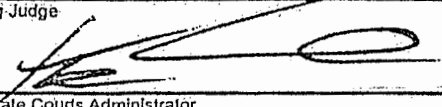
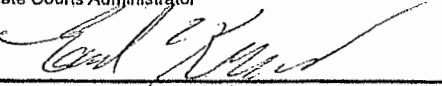
2. Provide a timeline and description of how the funding will be used.

The 13th Circuit Juvenile Justice System would host a Youth Mental Health First Aid training for approximately 15 participants. The training would be scheduled with the trainers according to their availabilities. The funding would be used for providing lunch, snacks, and drinks for approximately 15 participants (and 2 trainers). The training would be offered to both Collaborative Team members and circuit staff. By offering this training to Collaborative Team members the hope is to address alternatives to detention by identifying issues early and implementing proper interventions in a timely manner to hopefully avoid detention. By providing this training to detention staff, the hope is to identify and address the issues while the youth are in detention. The workbooks needed for the training are \$40/each. Funding would also allow travel and mileage reimbursement for the trainers. In the event that any portion of the Presenter Travel/Mileage is unused, it would be requested to allow additional participants/workbooks to be funded.

This section to be completed by OSCA

| | Yes | No |
|---|-----|----|
| 1. Does this request fall within the scope of the Annie E. Casey Foundation approval? | | |
| 2. Does this request meet OSCA's requirements for uses of these grant funds? | | |
| 3. Does it state awarded funds will be expended and billed to OSCA by September 15, 2018? | | |
| 4. Did the request include special terms or conditions and are they attached? | | |

Authorization (please print your name as well as your signature)

| | | |
|-------------------|--|-----------------|
| Circuit 13 | Presiding Judge  | Date 4/26/18 |
| OSCA 18-025-10 | Deputy State Courts Administrator  | Date 4/20/18 |

Return to:

Office of State Courts Administrator, Contracts Section

The Youth Mental Health First Aid training is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human services workers, law enforcement officers, juvenile justice staff, and others on how to help an adolescent age 12-18 who is experiencing a mental health or addictions challenge or is in crisis. Youth Mental Health First Aid is primarily designed for adults who regularly interact with young people. The 8-hour certificate course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders, and eating disorders.

Youth Mental Health First Aid is an educational program which introduces participants to the unique risk factors and warning signs of mental health problems in adolescents, builds understanding of the importance of early intervention, and teaches individuals how to help an adolescent in crisis or experiencing a mental health challenge. Mental Health First Aid uses role-playing and simulations to demonstrate how to assess a mental health crisis; select interventions and provide initial help; and connect young people to professional, peer, social, and self-help care. Participants will learn the risk factors and warning signs of a variety of mental health challenges common among adolescents, as well as learning to support a youth developing signs and symptoms of a mental illness or in an emotional crisis by applying a core five-step action plan: Assess for risk of suicide or harm; Listen non-judgmentally; Give reassurance and information; Encourage appropriate professional help; and Encourage self-help and other support strategies. The Youth Mental Health First Aid training is primarily focused on information participants can use to help adolescents and transition-age youth, ages 12-18. The course is designed for adults who regularly interact with adolescents.



MENTAL HEALTH FIRST AID

Youth Mental Health First Aid

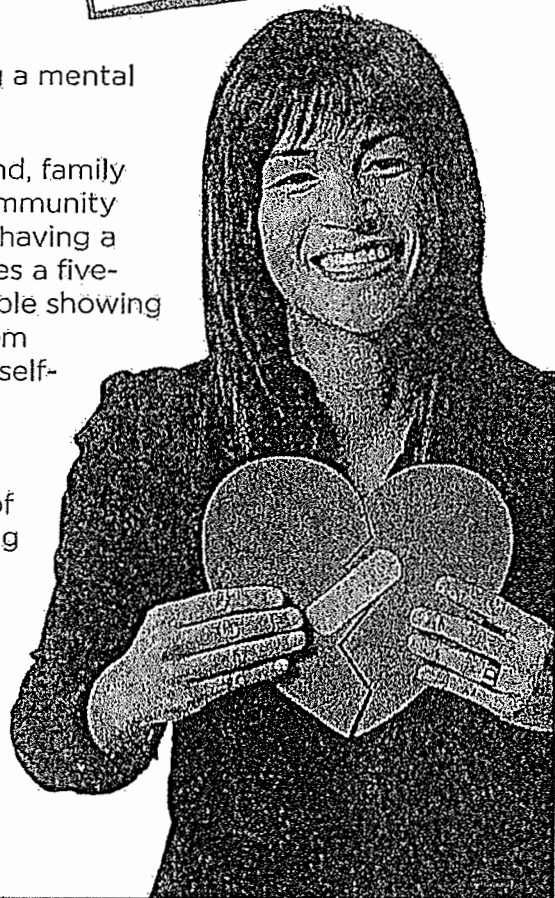
eight-hour certificate course • April 28, 2018 • 8:30am – 5pm
\$25 fee • lunch and coffee provided • Columbia, Missouri

Sometimes, first aid isn't
a bandage,
or CPR,
or the Heimlich,
or calling 911.
Sometimes, first aid is YOU!



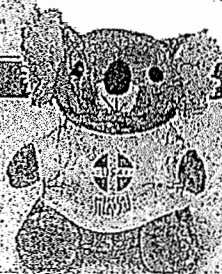
A young person you know could be experiencing a mental health challenge or crisis. You can help.

You are more likely to encounter someone — friend, family member, student, neighbor, or member of the community — in an emotional or mental crisis than someone having a heart attack. Youth Mental Health First Aid teaches a five-step action plan to offer initial help to young people showing signs of a mental illness or crisis, and connect them with the appropriate professional, peer, social, or self-help care. Anyone can take the eight-hour Youth Mental Health First Aid course, but it is designed for adults who work with young people, between 12 and 18 years old — teachers, coaches, leaders of faith communities, social workers, and other caring citizens.



Sometimes the best first aid is you. Take the course, save a life, strengthen your community.

For information or to schedule a training,
contact: Sarah Traub
Traubs@missouri.edu
660-882-5661



This training is brought to you in partnership with the Children's Grove, MU Division of Inclusion, Diversity & Equity, and MU Extension.



A single act of kindness can change a life forever

