

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

30th

day of

July

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve Sole Source Contract 151-123120SS – HVAC Control Systems Services with C&C Group of Jefferson City, Missouri.

Terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Sole Source Request Form.

Done this 30th day of July 2020.

*Daniel K Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Absent*

Fred J. Parry  
District I Commissioner

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Janet M. Thompson*  
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

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, CPPO, C.P.M.  
**DATE:** July 21, 2020  
**RE:** Contract 151-123120SS – Single Feasible Source for HVAC Control Systems Services

Attached for signature and approval is Sole Source Request Form 151-123120SS for the purchase of HVAC Climate Control System Repair and Upgrades from C&C Group of Jefferson City, Missouri. The Purchasing Department requests approval of Single Feasible Source contract 151-123120SS that has been established on behalf of the Facilities Maintenance Department under advice from the County Auditor's Office.

The County has recurrent expenditures for the purchase of repairs and upgrades to the Schneider Electric HVAC control systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, and the Boone County Sheriff's Administration Building and Detention Center. The HVAC systems are run with proprietary software sourced from C&C Group. Only C&C Group is authorized to repair and upgrade the proprietary systems. As needed repairs and upgrades will be provided to Boone County buildings with the exception of the Boone County Sheriff's Administration Building and Detention Center which will be put under an annual maintenance plan.

The single feasible source has been advertised in both the Missourian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide necessary service to the proprietary HVAC control systems.

The contract period will run from August 1, 2020 through July 31, 2021, and there are three (3) one-year renewal options available after this initial period.

Payments will be paid from the following funds/accounts:

- Fund 6100 Facilities Maintenance/Account 60200 – Equipment Repairs/Modifications: \$ 52,955.00
- Fund 6100 Facilities Maintenance/Account 60500– Equipment Service Contract: \$ 4,332.00

/lp  
cc: Jody Moore and Contract File

Commission Order: 334-2020

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	FACILITIES MAINTENANCE
<b>Person Requesting</b>	Doug Coley and Jody Moore
<b>Date Requested</b>	1/28/20
<b>Contact Phone Number</b>	573-886-7221

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

*[Signature]*  
Signature

7-21-20  
Date

SOLE SOURCE NUMBER:

151-123120SS  
(Assigned by Purchasing)

COMMISSION APPROVAL:

*[Signature]*  
Signature

7-30-20  
Date

Expiration Date: 8/1/2020 through 7/31/2021 with 3 one-year renewal options

One Time Purchase (check)

<b>Vendor Name</b>	C&C Group
<b>Vendor Address</b>	2414 Hyde Park Road, Suite B, Jefferson City, MO 65109
<b>Vendor Phone and Fax</b>	Office: 573.632.4247   Cell: 573.291.5425 (Brian Schepers)
<b>Product Description</b>	Proprietary software control systems for HVAC systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, and the Boone County Sheriff's Administration Building and Detention Center.
<b>Estimated Cost</b>	\$57,287.00
<b>Department/Account #s) / Amt. Budgeted</b>	<ul style="list-style-type: none"><li>Fund 6100 Facilities Maintenance/Account 60200 – Equipment Repairs/Modifications: \$ 52,955.00</li><li>Fund 6100 Facilities Maintenance/Account 60500– Equipment Service Contract: \$ 4,332.00</li></ul>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- I. Please check the reason(s) for this sole request:
- Only Known Source-Similar equipment or material not available from another vendor

- Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.

*As needed repairs and upgrades will be provided to Boone County buildings with the exception of the Boone County Sheriff's Administration Building and Detention Center which will be put under an annual maintenance plan.*

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

*The HVAC systems (Schneider Electric Intelligent Automation DDC control systems) are run with proprietary software sourced from C&C Group, the "sole Factory Authorized Provider for all DDC components and factory certified service and support..." Only C&C Group is authorized to repair and upgrade the proprietary systems.*

4. What research has been done to verify this vendor as the only known source?

- *See attached letter from C&C Group*
- *In addition, the Single Feasible Source has been advertised in both the Missourian and the Columbia Daily Tribune (5/31/20)*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

*The systems run using proprietary software. Only authorized technicians can service the HVAC controls.*

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

*This is on-going.*

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).

*This has been on-going.*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

*Sole Source approval # 18-123102.*

10. What are the consequences of not securing this specific commodity/material?

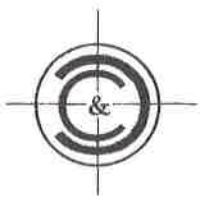
*The County's investment in the control systems that run the installed HVAC systems will be jeopardized without repair and upgrade from the authorized technician with access to the proprietary software/upgrades that run the buildings' HVAC systems.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

*See Sole Source Letter dated 6/5/20 from Brian Schepers, VP, GM, Central Missouri*

11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

*8/1/2020 through 7/31/2021 with 3 one-year renewal options*



C&C Group

2414 Hyde Park Rd., Suite B, Jefferson City, MO 65109  
Office: 573.632.4247 | [www.c-cgroup.com](http://www.c-cgroup.com)

June 5, 2020

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

Dear Liz:

This letter is in response to your request for verification of the C&C Group as the sole source provider for service on Schneider Electric Intelligent Automation DDC control systems. Please let it be known by this letter that The C&C Group is the sole Factory Authorized Provider for all DDC components and factory certified service and support associated with your Schneider Electric Building Systems products. Our territory encompasses the entire States of Missouri and Kansas and thus would apply to any County owned facilities in which our equipment is installed. I hope this clarifies your questions. If you need any additional information, please contact me at 573-632-4247.

Brian Schepers  
VP, GM Central Missouri

Sincerely,

*Brian Schepers*  
C&C Group

**PURCHASE AGREEMENT  
FOR  
HVAC CONTROL SYSTEMS SERVICES – TERM & SUPPLY**

**THIS AGREEMENT** dated the 30<sup>th</sup> day of July 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **C&C Group**, 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 **HVAC Control Systems Services – Term & Supply**, County of Boone Request for Single Feasible Source number **151-123120SS** in its entirety including the Scope of Work, the un-executed Certification Regarding Debarment Form, Certification Regarding Lobbying Form, Work Authorization Certification, Attachment One, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s response dated **July 17, 2020**, executed by **Brian Schepers** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Scope of Work, the un-executed Certification Regarding Debarment Form, Certification Regarding Lobbying Form, Work Authorization Certification, Attachment One, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s response.

**2. Contract Period** – The contract period shall be **August 1, 2020 through July 31, 2021**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter for a maximum of six (6) months from the end-date of the last renewal period.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Schneider Electric HVAC control systems service as required in the specifications of **151-123120SS** and in conformity with the contract documents for the prices set forth in the Contractor’s response, as needed and as ordered by the County:

<b>HVAC Control Systems Service</b>	
<b>Description of Service</b>	<b>Firm, Fixed Price or Discount Initial Contract Period</b>
Labor Rate, Mondays through Fridays, straight time between 7:00 A.M and 4:00 P.M. – holidays excepted	\$120.00/Each Hour
Labor Rate, Overtime and all other times with exception of federal holidays	\$180.00/Each Hour
Labor Rate, Work performed on federal holidays	\$240.00/Each Hour

Discount rate from current list pricing for Intelligent Automation parts and devices	38% (multiplier = .62)
Discount rate from current list pricing for electric/pneumatic controls	58% (multiplier = .42)
Trip Charge	\$.60/Mile

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department. Billings may only include the prices listed in the Contractor's proposal 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 proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal 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.

**5. Delivery** – The Contractor agrees to deliver services in accordance with the timeframes and terms of **151-123120SS**.

**6. Warranty** – The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.

**7. 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.

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

**9. 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.

**C&C GROUP**

DocuSigned by:  
by Brian Schepers  
9F07D363FFFB426  
title VP, GM Central Missouri

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
J. D. House  
County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon by MT  
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/Account: 6100/60200: \$52,955.00 - 6100/60050: \$4,332.00

DocuSigned by:  
Jane E Pitchford by J  
No Encombrance Required  
Signature  
Account \_\_\_\_\_ Date 7/24/2020 Appropriation \_\_\_\_\_

**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 Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, 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 proposal 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 proposal 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 proposal.
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. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal 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 proposal should be directed to the Purchasing Department prior to proposal 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 proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/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

**Purpose:** The following is a Single Feasible Source Request for Response for provision of repairs, upgrades and support for C&C HVAC control systems installed at various Boone County Buildings in Columbia, Missouri. All work performed shall be performed for the County of Boone, Missouri.

**1. General Requirements:**

**1.1 Contract Execution:** This Single Feasible Source Request and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

**Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Single Feasible Source Request, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

**1.2 Compliance with Standard Terms and Conditions:** The contractor shall hereby agree to be bound by the County's Standard Terms and Conditions for contracts as attached hereto.

**1.3.** The contractor shall perform HVAC control systems repair and upgrades at the following Boone County Buildings in Columbia, Missouri:

- 1.3.1 Boone County Government Center located at 801 E. Walnut Street
- 1.3.2 Boone County Courthouse located at 705 E. Walnut Street
- 1.3.3 Boone County Annex located at 613 E. Ash Street
- 1.3.4 Boone County Emergency Communications Center Back-Up Facility at 609 E. Walnut
- 1.3.5 Boone County Emergency Communications Center at 2145 County Drive
- 1.3.6 Boone County Sheriff Administration Building and Detention Center at 2121 County Drive

**1.4 Designee:** For purposes of the contract, the main County contact, i.e., "designee" is Doug Coley, Director of Boone County Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO, 65201.

**2. Specific Requirements:**

**2.1. Repair Service:**

- 2.2.1. On an as-needed basis, the contractor shall respond to the County's request for service to diagnose and repair the County's Schneider Electric (C&C) HVAC controls systems. Repairs shall be performed by the contractor's factory-trained and certified technicians. The contractor shall provide the

Director of Facilities Maintenance or his authorized designate with a written report addressing the repair work performed within no more than two (2) business days after the repair work is completed (see paragraph 4.1 herein for more details).

**2.2. Annual Maintenance Plan Service for the Boone County Detention Center:**

2.2.2. The contractor shall provide annual on-going maintenance service to the Boone County Detention Center (Jail) located at 2121 County Drive in Columbia, Missouri. Services shall include but not necessarily be limited to the services identified in **Attachment One** which shall be incorporated into the contract by reference and the following summary of services:

- a. A conclusive inspection and calibration of all components of the Schneider Electric System once per year, including checkout of the LAN, verification of controller operation, and the calibration of all field devices;
- b. Keeping a service log for each controller inspected. The log shall be provided to the County at the completion of each inspection period;
- c. Any repair, replacement parts, and labor needed to bring the system back into design specification; the plan for repair shall be presented in proposal format to the County Director of Facilities Maintenance for authorization
- d. A labor rate of \$120.00/hour straight time Mondays through Fridays, except holidays, between the hours of 7:00 A.M. and 4:00 P.M. – this rate is subject to adjustment at the time of contract renewal to be agreed by both the County and the contractor.
- e. A labor rate of \$180.00 per hour for overtime and all other times - this rate is subject to adjustment at the time of contract renewal to be agreed by both the County and the contractor.
- f. A labor rate of \$240.00 per hour for work time that falls on a federal holiday - this rate is subject to adjustment at the time of contract renewal to be agreed by both the County and the contractor.
- g. Discount rate from current list pricing for Intelligent Automation parts and devices of 38% (i.e., a multiplier = .62)
- h. A discount from current list pricing for electric/pneumatic controls of 58% (i.e., a multiplier = .42)
- i. A cost-plus mark-up for outside parts and devices of no more than +15%
- j. Twenty-four (24) hour emergency response time which includes no more than an eight (8)-hour on-site response to emergency situations.

**2.3. Upgrade Projects:**

2.3.1. The contractor shall understand and agree that the County plans to incrementally upgrade existing C&C HVAC controls systems over the course of several County fiscal years. The contractor shall advise the Director of Facilities Maintenance regarding C&C HVAC control system upgrades. Upon the request of the Director of Facilities Maintenance, the contractor shall prepare a written upgrade plan specific to the building identified by the Director of Facilities Maintenance. The County will

identify the project and authorize the contractor to perform the upgrade; no upgrade work shall be performed without the prior written authorization of the Director of Facilities Maintenance. Each project specific upgrade shall show itemized pricing and a guaranteed not-to exceed total project upgrade price. The contractor shall provide a project-specific timeline for completion of the upgrade and be expected to exercise due diligence to meet the completion date. Any delays shall be promptly communicated to the Director of Facilities Maintenance or his designate.

**2.4. Training:**

2.4.1. Specific to the repair/upgrade project, the contractor shall provide as needed ongoing on-site training to County personnel assigned to the project at no additional cost to the County.

**3. Billing and Payment Requirements:**

3.1. The contractor shall invoice the County for HVAC system controls repair, including emergency repair work, and/or upgrade after repair and/or upgrade work has been completed and accepted by the County. An itemized invoice that identifies the County contract number (151-123120SS) must be submitted to the Boone County Facilities Maintenance Department at the following address:

Facilities Management  
613 E. Ash Street  
Columbia, MO 65202

3.2. The repair/emergency service invoice must be signed by an authorized Facilities Maintenance Representative.

3.3. Because of the County fiscal year end (December 31<sup>st</sup>) and payments processing requirements, the contractor shall make every effort to submit all invoices for any work already performed no later than November 15<sup>th</sup> or to fully coordinate and communicate with the Services Coordinator, Jody Moore about outstanding invoice submission.

3.4. Payment will be made within thirty (30) calendar days from receipt of a correct statement after services have been performed to the satisfaction of the County. Pricing shall include furnishing all equipment, materials, supplies, labor, and including rental equipment, all required insurance, and permit fees necessary to perform as described herein. No other costs shall be paid by the County. The County will allow for travel time to be billed at the current hourly labor pricing, prorated to the nearest quarter-hour. Mileage may be invoiced at the quoted per mile price. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

4. **Other Requirements:**

4.1. **Work Report:** The contractor shall submit a description of work performed to the Facilities Maintenance Department within 48-hours after completion of the work. If the work is conducted on a Thursday or Friday, the work report may be submitted next business day. The work report may be submitted via e-mail to Jody Moore, Services Coordinator at [jmoore@boonecountymo.org](mailto:jmoore@boonecountymo.org).

4.2. **Property Damage:** The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

4.3. **Contract Period:** The contract period shall be from **Date of Award through One (1) Year** The contract may be renewed at the sole option of the County for an additional **three (3) one-year periods**, or any portion thereof, for as needed repair work. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

4.3.1. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

4.4. **Pricing:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period as mutually agreed between the contractor and the County. Any such pricing revision shall be accomplished by formal amendment to the contract conducted by the Purchasing Department on behalf of the Facilities Maintenance Department and as approved by the Boone County Commission.

4.4.1. **Price Increase:** The contractor should notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

4.5. **Contract Termination:** In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice, and seek other remedies available to the County under the law.

4.6. **Non-Appropriation Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the contractor of such occurrence and

the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

**4.7. Insurance Requirements:** 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.

**4.7.1 Employers Liability and Workers 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.

**4.7.2 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.

4.7.2.1. 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 agree to 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.**

- 4.7.3. 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.
- 4.7.4. 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.
- 4.7.5. 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 will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 4.7.6. 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.

- a. 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.
- b. 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. The contractor shall add the County as a Certificate Holder:

**Certificate Holder address:**

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

**Signature Form and Response Instructions:**

**5.1** In compliance with this Single Feasible Source Request and subject to all the conditions thereof, the vendor 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. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.)

Company Name: C & C Group (a d/b/a of C & C Sales, Inc.)

Address: 2414 Hyde Park Road, Suite B

City/State/Zip Code: Jefferson City, MO 65109

Telephone: 573-632-4247 Fax: 573-632-4242

Federal Tax ID (or Social Security #): 48-0816450

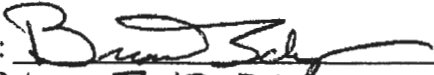
Contact Name and E-Mail Address to receive documents for electronic signature:

Brian Schepers, VP/GM bschepers@c-cgroup.com

Check One: Corporation   
Partnership – Name  \_\_\_\_\_  
Individual Proprietorship – Individual Name   
\_\_\_\_\_  
Other – Specify \_\_\_\_\_

The undersigned offers to furnish and deliver HVAC control system repairs and upgrades as specified at the prices and terms stated herein, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Type/Print Name: Brian Schepers  
Title: Vice President/General Manager Central Missouri

Signature:   
Today's Date: 7-17-20

**Note:** The vendor 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 herein, 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.

**Pricing Response Instructions:** The vendor should include a current price list of labor that corresponds to services defined herein. Labor rates shall include all applicable job classifications and show firm per hour pricing for regular work times defined as Mondays through Fridays 8:00 A.M. through 5:00 P.M., for overtime, for weekends, and for holidays. The vendor should include their list of work holidays.

Materials, supplies, hardware and software necessary for performing services shall be priced at the time actual service is delivered. All such pricing must be fully itemized on the invoice for service performed.

*(Please complete and return with Response)*

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brian Schepers, Vice President / General Manager Central Missouri  
Name and Title of Authorized Representative

  
Signature

7-17-20  
Date

**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

7-17-20  
Date

## Boone County Purchasing



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

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### 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 vendor awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

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

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

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





**CERTIFICATION OF INDIVIDUAL VENDOR**

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.

**Option**

- 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 shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Brian Schepans  
Applicant

7-17-20  
Date

BRIAN SCHEPANS  
Printed Name

**AFFIDAVIT**

**(Only Required for Certification of Individual Vendor (Option #2)**

*(see previous page)*

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:



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

***Standard Terms and Conditions***

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**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 Single Feasible Source Response.
3. The Boone County Commission has the right to accept or reject any part or parts of all response, 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 response on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. As applicable, the vendor must use the response forms provided for the purpose of submitting a response, must return the response and response sheets comprised in this request, give the unit price, extended totals, and sign the response.
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, as law exempts the County from them.
7. As applicable, the delivery date shall be stated in definite terms, as it will be taken into consideration in the award.
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 Vendor responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify the Vendor from future procurements.
11. Prices must be as stated in units of quantity specified, and must be firm. Responses qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County 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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses should be directed to the Purchasing Department prior to responding.
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 responses over \$25,000, if any manufactured goods or commodities proposed with the response are manufactured or produced outside the United States, this **MUST** be noted on the 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.



# C&C Group

2414 Hyde Park Rd., Suite B, Jefferson City, MO 65109  
Office: 573.632.4247 | [www.c-cgroup.com](http://www.c-cgroup.com)

## Controls Division Time and Material Rates

Jefferson City

The following Service Rates will be in effect from  
January 1, 2020 thru December 31, 2020

### Service Contract Customer

### Non-Service Contract Customer

#### LABOR

\$120.00/hour

Technician

\$135.00/hour

\$120.00/hour

Engineer

\$135.00/hour

\$.60/Mile Trip Charge

Travel

\$.60/Mile Trip Charge

#### MATERIAL

Contract customers-

.42 multiplier on non DDC components (Schneider WWL pricing)  
.62 multiplier on DDC components (Schneider WWL pricing)

Non Contract customers-

.47 multiplier on non DDC components (Schneider WWL pricing)  
.67 multiplier on DDC components (Schneider WWL pricing)

After hours and Weekends will be invoiced at 1.5 times the above labor rates:  
Federal Holidays at 2.0 times the above labor rates.



Company ID Number 215811

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and C & C Sales Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

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

# E-Verify



Company ID Number: 215811

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

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

## **B. RESPONSIBILITIES OF DHS**

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

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

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

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 215811

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



# E-Verify



Company ID Number 215811

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

# E-Verify



Company ID Number: 215811

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



Company ID Number. 215811

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 215811

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 215811

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible.



Company ID Number: 215811

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

**ARTICLE IV**

**SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

**ARTICLE V**

**PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number 215811

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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

# E-Verify



Company ID Number: 215811

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

Employer **C & C Sales Inc.**

**Mary Baragary**

Name (Please Type in Print)

Title

*Electronically Signed*

Signature

05/26/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type in Print)

Title

*Electronically Signed*

Signature

05/26/2009

Date





Company ID Number: 215811

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: G & C Sales Inc.

Company Facility Address: 10012 Darnell

Lenexa, KS 66215

Company Alternate  
Address: \_\_\_\_\_

County or Parish: JOHNSON

Employer Identification  
Number: 480816450

North American Industry  
Classification Systems  
Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified  
for: 5

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

- KANSAS 2 site(s)
- MISSOURI 3 site(s)

# E-Verify

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Company ID Number: 215811

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

Name: **Mary Baragary**

Telephone Number: **(913) 529 - 6282**

Fax Number: **(913) 888 - 0544**

E-mail Address: **mbaragary@c-group.com**



**C&C Group**  
*www.c-cgroup.com*  
2414-B Hyde Park Road  
Jefferson City, Missouri 65109  
Office: 573.632.4247 Fax: 573.632.4242

- Temperature Controls
- NEBB Test and Balance
- Security Solutions
- Access Floors
- Standby Generators

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**Attachment One – 151-123120SS**

**Maintenance Service Agreement  
Prepared For**

**Boone County Facilities  
613 E Ash Street  
Columbia, Missouri 65201**

**For Services provided  
at**

**Boone County Jail**

**July 8, 2020**

**MAINTENANCE SERVICES AGREEMENT**

Boone County Facility Maintenance  
613 East Ash St  
Columbia, Missouri 65201

**Services to be provided at the following Location(s):**

Boone County Jail

C&C Group agrees to provide the following services described in the attached schedules in accordance with the following terms and conditions.

**Services Agreement Attachments**  
Service Summary

**Terms and Payment**

This Service Agreement shall begin on the 1st day of August, 2020, and shall continue for a period of twelve months. After the initial term, either party may terminate this agreement upon thirty days written notice prior to the anniversary date of the agreement.

The contract price shall be subject to adjustment at the time of the renewal date to recognize any changes in costs. Notice of proposed adjustments to the price will be provided at least sixty days prior to agreement renewal date.

C&C Group agrees to furnish the services as described in this agreement for the Annual sum of: **\$4,462.00. (Four Thousand Four Hundred and Sixty-Two Dollars.)**

In addition to the contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

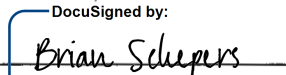
Invoices will be issued Annually as agreed for the amount of \$4,462.00. Payment will be made within 30 days of invoice date.

This proposal, including the attached pages, special conditions, and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval, by C&C Group. This agreement supersedes all prior presentations and agreements not incorporated herein. This Proposal is valid through: 30 days from date of issue.

**Signatures**

**C&C Group:**

By: Brian Schepers  
Title: Vice President, GM

Signature:  DocuSigned by: Brian Schepers

Date: 7/24/2020 0163FEFB426...

**Boone County Facility Management:**

By: Doug Coley  
Title: Director of Facilities

Signature: 

Date: 7/23/2020

## GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 4 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise stated, including major repairs performed under this agreement.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices that are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, C&C Group shall be permitted to start and stop all primary equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, C&C Group, at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly; such adjustments shall be consistent with current labor and material costs. This agreement may be terminated after its initial term on the anniversary of its effective date by either party by giving written notice a minimum of 30 days prior to the anniversary date.
6. C&C Group shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by C&C Group, its agents, employees or subcontractors.
7. C&C Group and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by C&C Group impractical: strikes, fires, war, late or non-delivery by suppliers of C&C Group, and all other contingencies beyond the reasonable control of C&C Group. Under no circumstances shall C&C Group be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall C&C Groups' liability exceed the purchase price paid under this contract.
8. The Customer shall pay C&C Group, in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against C&C Group.
9. It is agreed that the customer shall assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. The customer is responsible for the indoor air quality of their facility.
12. In the event C&C Group is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond C&C Groups' control, the customer shall reimburse C&C Group for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.
13. If equipment becomes non-repairable due to unavailability of replacement parts, C&C Group, at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, C&C Group will assist the owner in replacing the equipment at prevailing service rates.
14. The customer is responsible for the replacement or repair of non moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring.
15. C&C Group reserves the right to discontinue this maintenance service agreement at any time, without notice, unless all payments under this contract shall have been made as agreed.

## **MAINTENANCE SERVICES**

### **Service Summary**

C&C Group will propose to provide the following Preventive Maintenance Inspections to the Boone County Jail Schneider Electric DDC control system. This Service Summary does not include any repair labor or repair parts as outlined below:

1. A conclusive inspection and calibration of all components of the Schneider Electric System once per year, including checkout of the LAN, verification of controller operation, and the calibration of all field devices.
2. A service log will be kept for each controller inspected. This log will be provided to the customer at the completion of each inspection period.
3. Any repair, replacement parts, or labor needed to bring the system back into design specification will be submitted in proposal form per the contract for authorization.
4. A labor rate of \$120.00/hour for straight time, Monday through Friday, except holidays, between the hours of 7:00 AM and 4:00 PM.
5. A labor rate of \$180.00/hour for overtime and all other times.
6. A discount rate from list price for Intelligent Automation parts and devices of 40% ( multiplier of .62 ).
7. A discount from list price for electric/pneumatic controls of 60% ( multiplier of .42 ).
8. A cost plus for outside parts and devices of +15%.
9. Twenty-four hour emergency response time, which includes:
  - An eight-hour onsite response to emergency situations.

**MAINTENANCE SERVICES**  
**Facility Management Services**

**I/A Series MNB-1000, MNB-V2, Automation Servers**

Service Procedure	Function	Benefit	Recommended Frequency
<b>Verify Controller Database and Modifications</b>	<p>Compare/verify each device database matches agreed upon Owner "as built" prints and records.</p> <p>Identify all additions, modifications, and changes to software sequences, setpoints, schedules and limits.</p> <p>Provide assessment report to Owner of impact of all noted changes.</p> <p>Update "as built" records and database storage files with Owner approved changes.</p>	<p>Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.</p> <p>Eliminates "creeping decay" of operational performance caused by non-removal of "temporary" bypasses, etc.</p> <p>Provides Owner with recommended courses of action to improve performance over time.</p> <p>Ensures records are accurately maintained and documented.</p>	Annually
<b>Verify Operation of Remote Communication Datalink to Remote Site</b>	<p>Initiate communications with DDC control network. <b>Remote access will need to be made available through the County IT department to utilize this functionality.</b></p>	<p>Provides continuous check of service response mechanism.</p>	Annually
<b>Remote Service</b> <b>On-Site Service</b>	<p>Provide routine database backup service of all operating controller databases.</p> <p>In the event of catastrophic failure, download database to replacement device.</p> <p>Update device database to current operating standards.</p>	<p>Reduces downtime by having a current database available for replacement.</p> <p>Provides an off-site record archiving depot as protection against catastrophic failure, theft and malicious damage to databases.</p>	Annually
<b>Check Device Battery</b>	<p>Verify proper operation of battery backup.</p>	<p>Ensure historical data integrity is maintained for diagnostic purposes.</p>	Annually
<b>Visual Inspection</b>	<p>Ensure device is not physically damaged.</p> <p>Report all damaged components.</p>	<p>Ensure there are not impending failures which can adversely affect system operation and integrity.</p>	Annually

**MAINTENANCE SERVICES**  
**Facility Management Services**

**I/A Series MNB-1000, MNB-V2, Automation Servers**

Service Procedure	Function	Benefit	Recommended Frequency
Check Sensor Accuracy	Verify operational accuracy of room sensor within $\pm 0.5^{\circ}\text{F}$ .	Ensures comfort of occupants is provided	Annually
Check Zone Occupancy Override Operation	Verify that controlled systems switch from unoccupied to occupied modes.	Ensures after-hours comfort of occupants.  Verifies proper input to after-hours billing programs.  Maximizes energy efficiency of systems by employing scheduled control operations.	Annually
Check Economizer Cycle Operation	Verify that economizer modulates to maintain mixed air setpoint. Verify that changeover function operates per design. Verify that modulating low limit function operates as designed.	Maximizes energy savings by using free cooling whenever possible.  Maintains system operating efficiency.  Extends compressor life by utilization of free cooling.  Minimizes potential of coil failure by ensuring operation of low limit devices.	Annually

**I/A Series MNB-1000, MNB-V2, Automation Servers**

Service Procedure	Function	Benefit	Recommended Frequency
Check Airflow of Pressure Independent VAV Terminals	Verify that VAV terminal min./max. airflow conforms with "as built" drawings at current revision level.  Provide written report of any variances greater than $\pm 50$ CFM.	Ensures proper ventilation requirements.  Ensures occupant comfort requirements can be met.  Ensures building operations perform as designed, meeting efficiency standards for building.	Annually
Check VAV Sequence of Operation	Verify operation of heating, cooling, occupied, unoccupied and warm-up modes of operation.	Ensures system operates as designed to provide proper comfort under all operating conditions.  Maintain system operating efficiency at design, reducing operational costs.	Annually
Check Room Sensor for Accuracy	Verify operational accuracy of room sensor within $\pm 0.5^{\circ}\text{F}$ .	Ensures occupant comfort is met.  Ensures system operates at maximum efficiency.	Annually



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

30th

day of

July

2020

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 Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Rocheport.

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

Done this 30th day of July 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Jane M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 30<sup>th</sup> day of July, 2020, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Fourteen Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$14,940.58)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned Commission

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

**4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,

funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

**BOONE COUNTY**

By:

Daniel K Atwell  
Presiding Commissioner

Date: 7-30-20

ATTEST:

Brianne L. Lemmon  
County Clerk

APPROVED AS TO FORM:

J. H. Moore  
County Attorney

**Boone County Auditor Certification:**

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

James E. Pickford 7/24/20 Date  
County Auditor by aj 2049-71452

**CITY of ROCHEPORT**

By:

[Signature]  
Authorized City Representative

Date: 7-6-20

ATTEST:

Shirley Jenkins Oed  
City Clerk

APPROVED AS TO FORM:

John L. White  
City Attorney

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

30th

day of

July

2020

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 Erosion and Sediment Control Security Agreement and Performance Bond between Boone County and 40-J Farms LLC & 40 & J Development LLC.

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

Done this 30th day of July 2020.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner



Jane M. Thompson  
District II Commissioner

# Stormwater Erosion and Sediment Control Security Agreement

Date: July 7, 2020

Developer/Owner Name: 40-J Farms LLC & 40 & J Development LLC  
Address: 2101 W. Broadway, Ste 103  
Columbia, MO 65203

Development: Midway USA 40/J Campus

This agreement is made by and between the above-named developer (herein “Developer”) and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein “County”) and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Midway USA 40/J Campus. The SWPPP and ESC was prepared by Crockett Engineering Consultants on July 1, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 7<sup>th</sup> day of July 2022, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$267,401.88, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.



The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

U Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to July 7, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on July 7, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER:**

By: 

Printed Name: Harry Potterfield

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

**BOONE COUNTY, MISSOURI:**

Department of Resource Management



Bill Florea, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



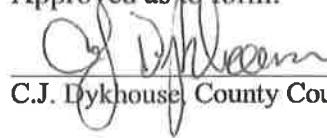
Brianna L. Lennon, Boone County Clerk

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

40-J Farms LLC & 40 & J Development LLC

2101 W. Broadway, Ste 103, Columbia, MO 65203

as Principal, hereinafter called Developer, and Platte River Insurance Company

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

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 Boone County, in the amount of \$ 267,401.88 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit LD1447 from the County of Boone

PROJECT NAME: Midway USA 40/J Campus  
W. Hwy 40 & N. Rte J  
Columbia, MO 65202

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay

the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

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

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

Chicago, IL on this 7th day of July, 2020

40-J Farms LLC & 40 & J Development LLC

(Developer)

(SEAL)

BY: 

Platte River Insurance Company

(Surety Company)

BY: 

Josefina Rojo, (Attorney-in-Fact)

(SEAL)

BY: 

John P. Harney, (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: Josefina Rojo c/o Mesirow Insurance Services, Inc.  
Phone Number: 312-595-6525  
Address: 353 N. Clark Street  
Chicago, IL 60654

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41391990

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JOHN P. HARNEY; JACQUELYN M. NORSTROM; JOSEFINA ROJO; MARY F. DOYLE -----  
----- DOUGLAS M. SCHMUDE; PAMELA S. HIGGINBOTHAM; DOROTHY J. BALLIS -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney was granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

On the 3<sup>rd</sup> day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7<sup>th</sup> day of July, 20 20



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary

State of Illinois  
County of Cook

On this 7<sup>th</sup> day of July 2020, before me personally appeared Josefina Rojo, known to me to be the Attorney-in-fact of Platte River Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.

R3-T

(Notary Public)

(Seal)

