



County Commission

400 East Locust Street, Room 201

Union, MO 63084

<http://www.franklinmo.org/>

Regular Meeting Agenda

Tuesday, October 29, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Navigate Presentation and Update

III. Minutes Approval

1. Thursday, October 17, 2019
2. Tuesday, October 22, 2019
3. Tuesday, October 22, 2019
4. Thursday, October 24, 2019
5. Thursday, October 24, 2019

IV. Public Request for Discussion/Action

V. Action Items

- a. **Commission Order 2019-442** In the Matter of Public Notice for Public Hearing on Proposed Amendments to the Budget for Franklin County for Fiscal Year 2019
- b. **Commission Order 2019-443** In the Matter of an Appointment to the Franklin County Law Enforcement Restitution Fund (LERF) Board of Trustees
- c. **Commission Order 2019-444** In the Matter of Accepting the Recommendation of the Franklin County Transportation Committee and Authorizing the Expenditure of the Transportation Sales Tax Revenue
- d. **Commission Order 2019-445** In the Matter of Renewing the Agreement with Regional Computer Crime Education and Enforcement Group (RCCEEG)
- e. **Commission Order 2019-446** In the Matter of Terminating the Agreement with Thermal Mechanics Pertaining to HVAC Maintenance
- f. **Commission Order 2019-447** In the Matter of Terminating the Agreement with Sheet Metal Contractors Pertaining to HVAC Maintenance

- g. **Commission Order 2019-448** In the Matter of Terminating the Agreement with Pipe and Duct Systems, LLC Pertaining to HVAC Maintenance
- h. **Commission Order 2019-449** In the Matter of the Awarding Bids for HVAC Repair and Maintenance
- i. **Commission Order 2019-450** In the Matter of Approving a Release of Claims
- j. **Commission Order 2019-451** In the Matter of Amending Commission Order 2019-3 Pertaining to Per Diem and Travel Reimbursement Rates for Franklin County
- k. **Commission Order 2019-452** In the Matter of Approving Change Order No. 1 to the Agreement with Kozeny-Wagner Pertaining to the Fiddle Creek Road Bridge Replacement
- l. **Commission Order 2019-453** In the Matter of Approving and Authorizing Execution of an Award of Contract with the State of Missouri Department of Public Safety
- m. **Commission Order 2019-454** In the Matter of Approving Change Order #2 to Pauly Jail Building Company, Inc. for the Franklin County Public Safety Facility Project
- n. **Commission Order 2019-455** In the Matter of Approving Change Order #2 to American Electric & Data, Inc. for the Franklin County Public Safety Facility Project
- o. **Commission Order 2019-456** In the Matter of Approving Change Order #3 to American Electric & Data, Inc. for the Franklin County Public Safety Facility Project
- p. **Commission Order 2019-457** In the Matter of Approving Change Order #2 to River City Construction, LLC for the Franklin County Public Safety Facility Project
- q. **Commission Order 2019-458** In the Matter of Approving Change Order #3 to River City Construction, LLC for the Franklin County Public Safety Facility Project
- r. **Commission Order 2019-459** In the Matter of Approving the Consent Agenda and all Items Listed Thereon

VI. Discussion Items and Reports

- A. Elected Official and Departmental Reports (as needed)
- B. Commission Discussion

VII. Adjournment



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

<http://www.franklinmo.org/>

MINUTES

Angela Gibson

Thursday, October 17, 2019

1:00 PM

Commission Conf. Room

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Doug Trentmann, Collector	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			

II. Budget Meeting with County Collector

Budget discussion was held with Collector's Office. Collector increased contractual services. Collector Trentmann's plan is to use the \$96,000.00 saved from Dave Bouschie's contract and apply it to the Collector's software enhancements. Discussion was held regarding the Tax Maintenance Fund. Trentmann's intentions are to use the estimated \$300,000.00 in savings toward software enhancements as well. Brinker asks Trentmann to inquire with AQM to get a better idea of the software enhancement costs. Trentmann states he will transfer anything that is remaining from the \$300,000.00 budget to General Fund. Hinson informs Trentmann that the Collector's budget will be swept by December 31st and transferred to the County by January 15th. Hinson and Trentmann disagree on the state statute language. Trentmann further states he has the authority to give his employees raises. Hinson requests to put in record that if Collector Trentmann does so, Collector will be creating his own island and Hinson will vote against the raises. Collector Trentmann confirms he has no plan to transfer any money to General Fund for next year. Discussion continued.

III. Adjournment

Having no further business meeting was adjourned at 2:55 p.m.



County Commission

400 East Locust Street, Room 201

Union, MO 63084

<http://www.franklinmo.org/>

Regular Meeting Minutes

Tuesday, October 22, 2019

10:00 AM

Commission Chambers

Opening

I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Tom Copeland, Assessor	<input checked="" type="checkbox"/>			
Lori Ruby Wright, Assessor's office	<input checked="" type="checkbox"/>			
Doug Trentmann, Collector	<input checked="" type="checkbox"/>			
Jenny Metcalf, Recorder	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			
Jan Shocklee, Deputy Auditor	<input checked="" type="checkbox"/>			
Tim Baker, County Clerk	<input checked="" type="checkbox"/>			
Kay Genovese, Public Request for Comment/Citizen	<input checked="" type="checkbox"/>			
Tony Buel, Health Department	<input checked="" type="checkbox"/>			
Cpl. Pingelton	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Monte Miller, Missourian				

II. Minutes Approval

1. Thursday, October 10, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2. Thursday, October 10, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3. Tuesday, October 15, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

III. Public Request for Discussion/Action

Kay Genovese signed up for Public Request for Discussion. Genovese asks the Commissioner's to confirm when the Planning and Zoning meeting will held to discuss the zoning proposals. Commission advises Genovese the Public Hearing is scheduled for November 14, 2019 at 1:30 p.m.

IV. Action Items

- a. Commission Order 2019-436** In the Matter of Remitting Unclaimed Funds to the State Treasurer of Missouri

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- b. Commission Order 2019-437** In the Matter of Approving the Execution of a Sale Listing Agreement with Avison Young

Motion made to table this commission order for further discussion.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- c. Commission Order 2019-438** In the Matter of the County of Franklin Accepting a Benefit Proposal Submitted by Proactive Health Management Plan (PHMP)

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

- d. Commission Order 2019-439** In the Matter of Approving a Limited License Agreement with Crawford County 911 Emergency Services for the Use of GIS Data Developed by Franklin County

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- e. Commission Order 2019-440** In the Matter of Approving the Abatement of Real Property Taxes on Certain Franklin County Owned Real Property

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

f. Commission Order 2019-441 In the Matter of Approving the Consent Agenda and all Items Listed Thereon

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

V. Discussion Items and Reports

A. Elected Official and Departmental Reports (as needed)

B. Commission Discussion

Commissioner Hinson met with Rock Hill Road property owner. Upon property owner signing a Release of Claims, Franklin County will be released from any claims for damaged trees and a reimbursement check for \$500.00 will be issued to the property owner.

Presiding Commissioner Brinker recognizes Dave Hinson for his feature in the County Record magazine for his involvement and attendance at a conference.

VI. Adjournment

No further business to conduct. Motion made to adjourn meeting at 10:09 a.m.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

<http://www.franklinmo.org/>

Minutes

Angela Gibson

Tuesday, October 22, 2019

1:00 PM

Commission Conf. Room

I. Call to Order

Name	Title	Arrive	Left	Present
Tim Brinker	Presiding Commissioner	1:00 p.m.		X
Dave Hinson	2 nd District Commissioner	1:00 p.m.		X
Todd Boland	1 st District Commissioner	1:00 p.m.		X
Tammy Vemmer	Auditor	1:00 p.m.		X
Lori Ruby Wright	Assessor's office	1:00 p.m.	1:30 p.m.	X
Sherrie Story	Assessor's Office	1:00 p.m.	1:30 p.m.	X
Angela Gibson	Executive Admin. Asst.	1:00 p.m.		X
Tom Copeland	Assessor	1:00 p.m.	1:30 p.m.	X
Jackie Bovanti	Deputy Public Administrator Assistant	1:30 p.m.		X
Mary Jo Straatmann	Public Administrator	1:30 p.m.	2:08 p.m.	X
Matthew Becker	Prosecuting Attorney	2:00 p.m.	3:02 p.m.	X
Michelle Briggs		2:00 p.m.	3:02 p.m.	X

II. Budget Meetings

a. 1:00 p.m. – Assessor

Discussion and review of the line items for the Tom Copeland, Assessor's budget was held. The printing and binding was decreased. Discussion was held on the projections of the AT&T bill estimate. The phone estimate was reduced to \$5,500.00. The Assessor's office has 8 vehicles, but 7 that work. Discussion was held on whether to surplus the 8th vehicle due to inoperative condition. They will also need to put new tires on the vehicles next year. Other Professional Services has an increase for 2020 so it will be reduced by Commission. Contractual Services was reduced to \$8,500.00. Assessor increased training fund due to the Assessor's conference and additional schooling. Commission reduced to the training fund to \$7,000.00. Uncapitalized equipment is for \$4,000.00 and will be reduced to \$3,000.00. Assessor increased memberships from \$500 to \$700.

b. 1:30 p.m. – Public Administrator

Discussion was held with Mary Jo Straatmann, the Public Administrator. Public Administrator would like to discuss a few items that aren't reflected in the budget. Contractual services requests and increase for \$5,000 to be used for cases that require additional clean-up, documentation, and any additional costs that can also possibly be recouped if assets are sold. The suggestion was made to make a new line item titled "Misc. Other" for a recovery fund.

The first discussion item regarding Mary Jo's budget was the uncapitalized equipment for a new copier was budgeted, if needed. Further discussion was held on scanning and moving the Public Administrator's office. Mary Jo inquired about the raises this year. She requested to change the part-time position to a full-time position or in the alternative extra hours for the part-time position. The Public Administrator requests a raise for Jackie consistent with the step and grade. Adjustments were made to her budget accordingly.

c. 2:00 p.m. – Prosecuting Attorney

Discussion was held with Matt Becker regarding the Prosecuting Attorney's office budget. There was an agreement reached for the Child Support division to switch offices with Public Administrator to start the process of moving January 2020.

Discussion was held on Prosecuting Attorney's vehicles. The Crime Victim Advocate position that was added recently is 100% reimbursed. Mileage will be reimbursed at either federal, state or county level grant rates.

Matt explains the levels of cases, volume of caseload and staffing capabilities. Matt shares statistics that his office currently has 8 Assistant Prosecuting Attorneys that were issued 472 cases in 2018 and his office is significantly understaffed. Their office has lost 2 highly industrious employees in 2019. Matt requests to hire a Special Victims Prosecutor that would involve abuse and neglect case focus.

Requesting new surface units with disc players under uncapitalized equipment. Another meeting will be held on Thursday, October 31st at 2:00 p.m. to continue the Prosecutor's budget review.

III. Adjournment

Nothing further to discuss at this time. Meeting adjourned at 3:02 p.m.



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

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Minutes

Angela Gibson

Thursday, October 24, 2019

10:00 AM

Commission Conf. Room

I. Call to Order

Name	Title	Arrive	Left	Present
Dave Hinson	2 nd District Commissioner	10:00 a.m.		X
Todd Boland	1 st District Commissioner	10:00 a.m.		X
Tammy Vemmer	Auditor	10:00 a.m.		X
Angela Gibson	Executive Admin. Asst.	1:00 p.m.		X
Lauren Drumm	Human Resources Director	10:00 a.m.	10:05 a.m.	X
Ann Struttman	Purchasing Department Director	10:10 a.m.	10:17 a.m.	X
Shakira Bray	Asst. Purchasing Department	10:10 a.m.	10:17 a.m.	X
Tony Henry	Maintenance Department Director	10:22 a.m.		X
Susan Scott	Building and Maintenance Assistant	10:22 a.m.		X

II. 10:00 a.m. – Human Resources Department Budget Meeting

Discussion was held with Lauren Drumm, HR Director. Contractual services for 2020 needs to be adjusted and reduced due to ADP penalties for ending contract before it is expired in 2021. Lauren eliminated part-time wages. The only increase to the HR budget is for health insurance. Meeting with Lauren Drumm ended at 10:05 a.m.

III. 10:30 a.m. – Purchasing Department Budget Meeting

Discussion began early with Ann Struttman, Purchasing Department Director and Shakira Bray, Assistant Purchasing Director. Ann is requesting a change in the budget to cover costs associated with an online, contract module software that would allow the bid process to be conducted electronically. The Commission approved the increase in contractual services for the module software, Vendor Registry, to be added to contractual services. Ann updates the Commission on the electronic Purchase Order process. Nothing further to discuss with Purchasing and their meeting ended at 10:17 a.m.

IV. 11:00 a.m. – Maintenance Department Budget Meeting

Discussion began early at 10:22 a.m. with Tony Henry, Maintenance Director. Tony explains the increase in Maintenance and Repair (M&R) is from contractual services that are now going to be performed in-house. Discussion was held on the trash, utilities and phone that is under Maintenance but possibly should be under Purchasing for tracking purposes. The Commission approved the transfer of waste management, utilities and phone bills to Purchasing and for Tony to continue as the primary contact for utilities or waste management issues. Tony will email Tammy the exact changes for the transfer to Purchasing. Discussion was held on part-time janitorial wages. Tony requests an additional half-hour for janitorial services. Commission approves to increase part-time wages to \$100,000.00 to cover additional or seasonal cleaning services. Discussion is held on snow removal responsibilities of

the Maintenance Department. Discussion was held on the consideration of the Sheriff's Office/Jail adding a maintenance position. Adjustments were made. Nothing further to discuss at this time with Maintenance and their meeting ended at 10:52 a.m.

V. Adjournment

Nothing further to discuss at this time. Meeting adjourned at 10:53 a.m.



County Commission

400 East Locust Street, Room 201
Union, MO 63084

Working Session

<http://www.franklinmo.org/>

MINUTES

Angela Gibson

Thursday, October 24, 2019

1:00 PM

Commission Conf. Room

I. Call to Order

Attendee Name	Present	Absent	Arrived	Left
Presiding Commissioner Tim Brinker		<input checked="" type="checkbox"/>		
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		1:00 p.m.	1:30 p.m.
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		1:00 p.m.	1:30 p.m.
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>		1:00 p.m.	1:30 p.m.
Jen Kissinger, Navigate Building Solutions	<input checked="" type="checkbox"/>		1:00 p.m.	1:16 p.m.
Jere Sheehan, Navigate Building Solutions	<input checked="" type="checkbox"/>		1:00 p.m.	1:16 p.m.
Kevin Meyer, FGM Architects	<input checked="" type="checkbox"/>		1:00 p.m.	1:16 p.m.

II. Commission Workshop Meeting

a. Navigate and FGM Change Order Requests

Jen Kissinger, FGM, provides an update on the total program budget has changed due to the change orders being proposed today. Jen explains the change orders being requested today are for the berm, temporary generator, hardware revisions, and soil remediation. Mark Piontek advises to prepare commission orders for the proposed change orders to be considered by the Commission on Tuesday, October 29, 2019.

b. Discussion was held on ongoing and upcoming action items to include commission orders.

III. Adjournment

Nothing further to discuss at this time. Meeting adjourned at 1:30 p.m.



Commission Order No. 2019-442

Fourth Quarter Term 2019

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Budget

**IN THE MATTER OF PUBLIC NOTICE
FOR PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE BUDGET FOR
FRANKLIN COUNTY FOR FISCAL YEAR 2019**

WHEREAS, the Franklin County Commission will hold a public hearing on Tuesday, November 5, 2019 at 10:30 AM in the Franklin County Government Center, Commission Chambers, Union, MO on the proposed amendments to the 2019 budget; and

WHEREAS, the proposed amendments to the 2019 budget was made available to the public on October 23, 2019.

IT IS THEREFORE ORDERED that a notice of this hearing be published in the Washington Missourian, October 30, 2019 edition.

IT IS FURTHER ORDERED, that a copy of this order to Tandra Vemmer, Franklin County Auditor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Policy

IN THE MATTER OF AN APPOINTMENT TO THE FRANKLIN COUNTY LAW ENFORCEMENT RESTITUTION FUND (LERF) BOARD OF TRUSTEES

WHEREAS, on November 18, 2014 the Franklin County Commission adopted Commission Order No. 2014-304 establishing the Franklin County Law Enforcement Restitution Fund (LERF) in accordance with Section 50.565 RSMo; and

WHEREAS, after a dedicated period of service on the LERF Board, Jane Mense has submitted her resignation from the Board of Trustees; and

WHEREAS, it has been further recommended and Heidi Wunderlich has agreed to fulfill the vacancy effective October 29, 2019.

IT IS THEREFORE ORDERED by the Franklin County Commission that Heidi Wunderlich is hereby appointed to serve a one (1) year term or until she resigns or is removed by the County Commission based upon the recommendation of recommending authority.

IT IS FURTHER ORDERED that a copy of this Order be provided to each appointee; I.I. Lamke Presiding Judge; Matthew Becker, Prosecuting Attorney; Steve Pelton, Sheriff; and Tammy Vemmer, Auditor; and Heidi Wunderlich.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019

**IN THE MATTER OF ACCEPTING
THE RECOMMENDATION OF THE
FRANKLIN COUNTY TRANSPORTATION
COMMITTEE AND AUTHORIZING THE
EXPENDITURE OF THE TRANSPORTATION
SALES TAX REVENUE**

WHEREAS, on the 17th day of July, 2007 the Franklin County Commission adopted Commission Order 07-214 pertaining to the establishment and operation of the reconstituted Franklin County Transportation Committee; and

WHEREAS since establishment and reconstruction the Franklin County Transportation Committee has made recommendations how to best accomplish the mission and objectives assigned to it by the Franklin County Commission; and

WHEREAS, on October 24, 2019 the members of the Franklin County Transportation Committee approved Grant Application requests, attached hereto, from the County's Transportation Sales Tax by a unanimous vote.

IT IS THEREFORE ORDERED by the Franklin County Commission that the recommendations of the Franklin County Transportation Committee as attached hereto are hereby approved.

IT IS FURTHER ORDERED that a copy of this order is provided to Ron Williams, Highway Administrator.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

2019 FRANKLIN COUNTY TRANSPORTATION GRANT APPLICATIONS

Sponsoring Agency	Total Project Cost	Amount Requested	Amount Awarded	Project Description	Score	Comments/ Cost Share
Washington Special Road District	\$337,573.00	\$153,786.50	\$76,843.30	Pottery Road Widening, storm sewer, curb and gutter and improvement of intersection with Diener Rd	49	Grant Funding 45.6% WSRD funding 54.4%
City of Pacific	\$455,321.00	\$75,000.00	\$75,000.00	Asphalt resurfacing of select streets Collectors Indian Warpath and W. Union Street	55	Grant Funding 16.5% Pacific funding 83.5%
City of Union	\$50,000.00	\$25,000.00	\$25,000.00	Missouri Route 47 Design study to identify and scope projects suitable for STP and CMAQ funding	84	Grant Funding 50.0% Union Funding 50.0%
City of Union	\$124,532.04	\$43,156.70	\$43,156.70	Koko Beach Road Pavement widening and construct sidewalks	67	Grant Funding 34.7% Union funding 65.3%
City of St. Clair	\$178,174.00	\$50,000.00	\$50,000.00	Base repair and overlay of Paul Parks Dr, Plaza Dr and Treva Ln	47	Grant Funding 28.1% St. Clair funding 71.9%
City of New Haven	\$121,400.00	\$50,000.00	\$50,000.00	Arizona Street, Kenneth Street and Haven Manor Drive Replacement of City water main, curb and gutter, curb inlets and piping for storm sewer	42	Grant Funding 41.2% New Haven funding 58.8%
		\$396,943.20	\$320,000.00			



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Contract/Agreements

IN THE MATTER OF RENEWING THE AGREEMENT WITH REGIONAL COMPUTER CRIME EDUCATION AND ENFORCEMENT GROUP (RCCEEG)

WHEREAS, the Regional Computer Crime Education and Enforcement Group (RCCEEG) provides investigative and forensic assistance to agencies involved in the criminal justice field with respect to computer, cellular telephone, and internet related incidents; and

WHEREAS, Franklin County would greatly benefit renewing the subscription to utilize the services offered by RCCEEG; and

WHEREAS, the annual total cost is \$4,500.00 with payment due on January 1, 2020, reflected on the attached subscription invoice; and

IT IS THEREFORE ORDERED by the Franklin County Commission that the subscription with RCCEEG is hereby approved.

IT IS FURTHER ORDERED that a copy of this Order be provided to RCCEEG; Franklin County Sheriff Steven Pelton; Capt. Charles Subke, Franklin County Sheriff's Department; and Ann Struttman, Purchasing Agent.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Invoice Date: Oct. 1, 2019
Invoice # 2020-020

RCCEEG of Greater St. Louis
10 S. Brentwood Blvd.
Clayton, MO 63105
314-889-4280
Fax 314-889-4285

To Franklin County Sheriff's Off.
1 Burns Lane
Union, MO 63084

<i>Department Subscription Fee (Yearly)</i>	<i>Payment Terms</i>
Franklin County Sheriff's Office	Due on January 1, 2020

<i>Description</i>	<i>Total</i>
Invoice # 2020-020	\$4,500.00
<p>** This invoice, when signed by both parties, is identified as an agreement being entered into by the identified agency and RCCEEG, for the purpose of services provided by RCCEEG during the 2020 year. (Any additional costs that are beyond normal forensic analysis fees, such as purchase of needed parts and/or equipment, will be discussed with the agency prior to any purchase)</p>	
Agency Representative: _____	Date: _____
RCCEEG Representative: _____	Date: _____
Total Due	\$4,500.00

<i>Rates:</i>
Agency Officer Numbers: 60

PLEASE MAKE ALL CHECKS PAYABLE TO RCCEEG



**Regional Computer Crimes
Education and Enforcement Group**
of Greater St. Louis, MO



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

IN THE MATTER OF TERMINATING THE AGREEMENT WITH THERMAL MECHANICS PERTAINING TO HVAC MAINTANENCE

WHEREAS, prior hereto on the 6th day of December, 2016, the Franklin County Commission adopted Commission Order No. 2016-481 which authorized the County to renew an Agreement with Thermal Mechanics to provide HVAC maintenance in the Franklin County Government and Judicial Centers; and

WHEREAS, it is the desire of Franklin County to terminate the Agreement and services effective October 31, 2019; and

WHEREAS, upon approval of this Order a letter will be sent to Thermal Mechanics of the County's desire to terminate the subject Agreement which notice is hereby made formal by the County Commission.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Agreement renewed and entered into by and between Franklin County and Thermal Mechanics on the 6th day of December, 2016 is hereby terminated effective the 31st day of October, 2019.

IT IS FURTHER ORDERED that a copy of this Order be provided to Thermal Mechanics; Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

IN THE MATTER OF TERMINATING THE AGREEMENT WITH SHEET METAL CONTRACTORS PERTAINING TO HVAC MAINTANENCE

WHEREAS, prior hereto on the 15th day of November, 2016, the Franklin County Commission adopted Commission Order No. 2016-466 which authorized the County to renew an Agreement with Sheet Metal Contractors to provide HVAC maintenance in the Franklin County Historic courthouse; and

WHEREAS, it is the desire of Franklin County to terminate the Agreement and services effective October 31, 2019; and

WHEREAS, upon approval of this Order a letter will be sent to Sheet Metal Contractors of the County's desire to terminate the subject Agreement which notice is hereby made formal by the County Commission.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Agreement renewed and entered into by and between Franklin County and Sheet Metal Contractors on the 15th day of November, 2016 is hereby terminated effective the 31st day of October, 2019.

IT IS FURTHER ORDERED that a copy of this Order be provided to Sheet Metal Contractors; Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF TERMINATING
THE AGREEMENT WITH
PIPE AND DUCT SYSTEMS, LLC PERTAINING
TO HVAC MAINTENANCE**

WHEREAS, prior hereto on the 23rd day of February, 2010, the Franklin County Commission adopted Commission Order No. 2016-466 which authorized the County to renew an Agreement with Sheet Metal Contractors to provide HVAC maintenance in the Franklin County Adult Detention Center; and

WHEREAS, it is the desire of Franklin County to terminate the Agreement and services effective October 31, 2019; and

WHEREAS, upon approval of this Order a letter will be sent to Pip and Duct Systems, LLC of the County's desire to terminate the subject Agreement which notice is hereby made formal by the County Commission.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Agreement renewed and entered into by and between Franklin County and Pipe and Duct Systems, LLC, is hereby terminated effective the 31st day of October, 2019.

IT IS FURTHER ORDERED that a copy of this Order be provided to Pipe and Ducts Systems, LLC; Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Director.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

IN THE MATTER OF THE AWARDING BIDS FOR HVAC REPAIR AND MAINTENANCE

WHEREAS, a public notice to bidders asking for sealed bids for HVAC Repair and Maintenance was posted for publication on October 2, 2019; and

WHEREAS, on October 18, 2019, four responses were received; DEKA Service, Meeh Climate Service, LLC, Pipe and Duct Systems, LLC, and Sheet Metal Contractors, Inc.; and

WHEREAS, after reviewing received bids and discussion with the Franklin County Maintenance Director, it is the recommendation and in the best interest of the County, to award both a primary and secondary contracts to the lowest and most responsive bids; and

WHEREAS, the primary contract shall be awarded to DEKA Service and the secondary contract awarded to Meeh Climate Services, LLC; and

WHEREAS, the secondary contract shall be utilized in the event the primary contractor cannot service the County.

IT IS THEREFORE ORDERED that the primary contract bid is awarded to DEKA Service and the secondary contract bid is awarded to Meeh Climate Services, LLC for HVAC Repair and Maintenance at all Franklin County buildings.

IT IS FURTHER ORDERED that a copy of this order be delivered to DEKA Service; Meeh Climate Services, LLC; and Tony Henry, Maintenance Director; and Ann Struttmann, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

October 22, 2019

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: 2019-47 HVAC Repair and Maintenance

Dear Commissioners:

On October 2, 2019 the Purchasing Department posted the publication for HVAC Repair and Maintenance. On October , 2019 four responses were received; DEKA Service, Meeh Climate Service, LLC, Pipe and Duct Systems, LLC, and Sheet Metal Contractors, Inc.

After review of received bids and discussion with the Franklin County Maintenance Director, it is the recommendation of the Purchasing Department, in the best interest of the County, to award both a primary and secondary contract. The Purchasing Department recommendation of the primary and secondary contracts are the two lowest and most responsive bids; the primary contract to DEKA Service and the secondary contract to Meeh Climate Services, LLC. The secondary contract to be utilized in the event the primary cannot service the County.

Respectfully,

Ann Struttman
Purchasing Agent, Franklin County

Tab Sheet 2019-47 HVAC Repair and Maintenance

Company Bidding	Hourly Rate	Afters Hours Rate	Emergency Rate	Parts and Material Discounts Applied
DEKA Service 1802 LarkinWilliams Rd. Fenton, Mo 63026	\$90.00	\$110.00	Same as After Hours	15%off MSRP
Meeh Climate Service, LLC (MC Service) 325 Sun Valley Circle Fenton, Mo 63026	\$98.50	\$128.00	\$142 Sundays and Holidays	Cost + 18%
Pipe and Duct Systems, LLC 2100 North Lark Drive Fenton, Mo 63026	\$110.00	\$145.00	\$165.00	Cost + 30%
Sheet Metal Contractors, Inc. 1661 Vetrans Drive DeSoto, Mo 63020	\$125.00	\$175.00	\$225.00	None



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2019-47

TITLE: HVAC Repair and Maintenance

COPY

Solicitation Schedule & Deadlines:

October 2, 2019	Solicitation Release/Advertising Date
October 8, 2019 8:30AM	Non-mandatory Walk-through
October 9, 2019 8:00 AM	Deadline for Submitting Questions
October 11, 2019 4:30 PM	Deadline to post Addendum
October 18, 2019 2:00 PM	Deadline to Submit Response
October 18, 2019 2:30 PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

August 13, 2019 2:00 PM

Ann Struttmann, Purchasing Agent

Shakara Bray, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: DEKA Service

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



Vendor/Contractor Signature

10/18/2019

Date

Dean Bowlin, President

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Dean Bowlin (Name of Business Entity Authorized Representative)
as President (Position/Title)

first being duly sworn on my oath, affirm DEKA Corporation dba DEKA Service (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to HVAC Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that DEKA Corporation dba DEKA Service (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to HVAC Bid (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Dean Bowlin

Dean Bowlin

Authorized Representative's Signature

Printed Name

President

10/18/19

Title

Date

Subscribed and sworn to before me this 18th of October, 2019. I am

Karla J. Dalton

Day

Month, Year

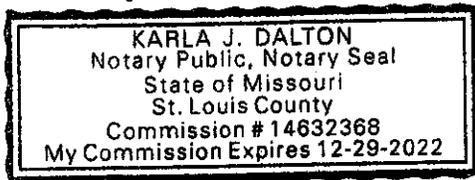
commissioned as a notary public within the County of St. Louis, State of Missouri and my commission expires on Date

Karla J. Dalton

10/18/2019

Signature of Notary

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that DEKA Corporation (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dean Bowlin



Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

DEKA Corporation, dba DEKA Service

10/18/19

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program
(Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218
Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Company ID Number: 566414

Approved by:

Employer DEKA Corporation	
Name (Please Type or Print) Bowlin R Kathleen	Title
Signature Electronically Signed	Date 06/06/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/06/2012

Company ID Number: 566414

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	DEKA Corporation
Company Facility Address	1802 Larkin Williams Rd. Fenton, MO 63026
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	452465456
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

October 18, 2019

Franklin County Missouri
Purchasing Department
400 East Locust St., Rm 004
Union, MO 63084



1802 Larkin Williams Rd., Fenton, MO 63026
636.600.1466 www.dekaservice.net



RE: 2019 Mechanical Service Rates

Dear Purchasing,

DEKA Service is very interested in being your mechanical contractor of choice in 2019.

The following rate information is based on HVAC mechanical services for Franklin County properties. We have based this information on your request to work on a Time & Material basis when needed. No seasonal maintenance will be planned specifically, and repair/replacement projects will be quoted in advance for approval.

Rates as offered below for your services in 2019:

<i>Description</i>	<i>Service Rates</i>
Normal Scheduled Maintenance & Service Rate – Monday through Friday, 8:00am to 5:00pm	\$ 90
After-Hours Service Rate – Monday through Friday - 5:01pm to 7:59am Weekends - Saturday & Sunday – 12:01am to 12:00am	\$ 110
Holiday Service Rate – New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day after, Christmas Eve, Christmas Day – 12:01am to 12:00am on any of these days	\$ 130
Emergency Service Rates	Same as above
Service Van / Travel Charge (1 Time per Service Call or Parts Run or Delivery of Parts to Jobsites)	Waived
Material Discounts (from MSRP)	15%

Please consider the following when evaluating our pricing:

- Customers with whom we have a contract get schedule priority over other customers.
- All our technicians are licensed by St. Louis County and skilled Operating Engineers local 148 tradesmen.
- Workmanship is warranted for 12 months from completion date, parts and equipment warranties are provided by their respective manufacturers.

Bid references of relevant municipal customers is included for your review. Additional references are available upon request.

We welcome the opportunity to work with you for all your HVAC service needs. Please let us know how we can be of service to you.

Best regards,

Dean Bowlin

BID REFERENCES

Customer: **Franklin County, MO**

Project: **HVAC Maintenance and/or Repair**

The following references are provided based on their representation of similar work or similar customer type.

MUNICIPAL / PUBLIC PROJECT REFERENCES

The following is a list of references for which DEKA Service has performed preventative maintenance or completed projects.

Customer Name	Type of Work	Contact Name
City of Fenton, MO (4) Facilities	Annual HVAC Maintenance Projects	Doug Schulze 314.805.0052 dschulze@fentonmo.org
City of Lake Saint Louis, MO (2) Facilities	Annual HVAC Maintenance Projects	Darin Johnson 314.974.6963 djohnson@lakesaintlouis.com
City of Overland, MO (5) Facilities	Annual HVAC Maintenance	Jason McConachie 314.428.4321 JMcConachie@overlandmo.org
Wentzville Fire Protection District (5) Facilities	Annual HVAC Maintenance	Chris Cuddihee 636.262.9810 ccuddihee@wentzvillefire.org
City of Brentwood – Fire House	Annual HVAC Maintenance - 2019	Terry Kurten 314.963.8656 tkurten@brentwoodmo.org
City of Creve Coeur, MO Various Facilities	HVAC Projects	Jason Valvero 314.952.3640 jvalvero@crevecoeurmo.gov
City of Ballwin, MO (3) Facilities	HVAC Projects	John Hoffman 636.227.8950 jhoffman@ballwin.mo.us
City of Maryland Heights, MO City Hall	HVAC Projects	Cliff Baber 314.738.2258 cbaber@marylandheights.com
City of St. Louis, MO Various Facilities	HVAC Projects	Tom Skillman 314.633.9084 tskillman@stlwater.com
St Louis County, MO Various Facilities	HVAC Projects	Paul Andrew 314.615.0157 pandrew@stlouisco.com
Jefferson County, MO Various Facilities	HVAC Projects	Kerry Rogers 636.797.5011 krogers@jeffcomo.org
State of MO – OAFDC Jefferson City, MO	HVAC Projects	Brad Luecke 573.751.3205 Brad.Luecke@oa.mo.gov
Metropolitan Sewer District (MSD) Lemay Treatment Plant Absorption Chillers	Annual Chiller Maintenance	Mark Sloan 314.638.5024 mxsloa@stlmsd.com
General Services Administration Goodfellow Blvd., St. Louis, MO	Annual Chiller Maintenance	Bruce Calleja 314.425.9009 bcalleja@lbbassociates.com





**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2019-47

TITLE: HVAC Repair and Maintenance

Solicitation Schedule & Deadlines:

October 2, 2019	Solicitation Release/Advertising Date
October 8, 2019 8:30AM	Non-mandatory Walk-through
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Responses must be received no later than "Deadline to Submit Response"

August 13, 2019 2:00 PM

Ann Struttman, Purchasing Agent

Shakara Bray, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: Meeh Climate Service, LLC (MC Service)

SUBMISSION CHECKLIST

- I have reviewed the bid schedule and deadlines, located on the solicitation cover page
- I have read ALL Terms and Conditions and Bid documents closely
(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

- Solicitation Cover page
- Contractual Terms and Conditions Acknowledgement
- Pricing Form completed and signed
- Affidavit for Work Authorization completed and Notarized
(Additional required verification is included)
- Certificate of Insurance
- I have one original and two copies that are labeled accordingly
- I have included contact information
- Envelope is sealed and label attached

BACKGROUND INFORMATION

Franklin County is seeking qualified companies to perform repairs and/or maintenance on an “as needed” basis for our HVAC units at various locations.

The length of this contract is for one year from November 1, 2019 to October 31, 2020, subject to annual appropriation. Three one year renewals optional.

SPECIFIC REQUIREMENTS

1. The awarded vendor shall meet or exceed the requirements as outlined in this specification.
2. The contract will be for the maintenance and/or repair of the following types of units per location:

- A. Highway Department (East)– 1360 Riverview Dr. Union, Mo. 63084
Carrier – Model # 24ABC360A00
Burnham – low pressure, Model # V905A
- B. Highway Department (West)- 4987 Hwy ZZ Gerald, Mo. 63037
Bryant – outside Model # 13ANA024-A
Payne – outside Model # CMPVP2417ACAAAAA
- C. Government Center – 400 E. Locust Street, Union, MO 63084
Inside Unites – VAV -20 / FTU – 32
RTU #1 Mc Quay Model # RPS135CLE
RTU #2 Trane Model # TCD180B40CUB
Liebert – inside Model # BF067ADCDE1076A / Outside Model #TCSV104-V
- D. Judicial Center – 401 E Main Street, Union, MO 63084
Inside Units – AT – 64
AAON RTU #1 & #@ Model # RN-040-3-0-AB04-142
AAON RTU #3 Model # RN-040-3-0-AB02-122
- E. Sheriff Office - #1 Bruns Lane, Union, MO 63084
Inside – AT-96
Outside – AAON RTU #1 thru RTU #8
Model # RN-025-3-0-AA02-14A (4) units
Model # RN-025-3-0-AA02-16A (1) unit
Model # RN-025-3-0-AA02-18A (1) unit
Model # RN-025-3-0-AA02-19A (1) unit
Model # RN-025-3-0-AA02-000A (1) unit
(1) Daikin wall hanging unit with unit on roof

- F. Elliott Building - #1 Bruns Lane, Union, MO 63084
 - Outside unit Lennox- Model # 13ACXN036-230-20
 - Inside unit – Model # FSM4X6000A
- G. Health Department – 414 E Main Street, Union, MO 63084
 - Carrier Units (4) outside
 - Inside – Model # FXM4X6000A
- H. Emergency Management-Tower Sites (Various)
 - West Shed
 - Radio Tower Rd.
 - Sheriff Office
 - Washington County
 - (3) units thru wall – Heat Controller Inc. – Model # EKTC15-1G
- I. Historical Courthouse – 15 S Church Street, Union, MO 63084
 - Inside – Danikin Cassettes (24) / FCU 21
 - Rooftop: TRU # 1MCQuay / Model # MPS020FG4DC1CYBV
 - Daikin (8) Units
 - Model # RXYG120PYDN (6)
 - Model # RXYQ72PYDN (1)
 - Model # RXYQ92PYDN (1)
- J. South Annex - – 401B E Springfield Ave, Union, MO 63084
 - York Cooling Tower
 - Model # YCA10046EE17XEASCTXAXXRL
 - (2) AHU Model # 5301647116
 - (4) Indeeco Duct Heaters

3. Vendor shall have the expertise and experience to service, at minimum, all types of units listed in this solicitation and any further acquisitions of Franklin County. This would also include sourcing brand specific parts. Vendor to hold all necessary certifications and employee training for all listed brands.

4. Vendor shall have the capability of remote access and compatibility with current County utilized software. (Backnet, Lam, Honeywell EBI R400) (We realize that some systems maybe proprietary portions of some.)

5. Acceptable response time in the event of an urgent situation is two hours from time of call.

6. Vendor will coordinate with Franklin County Maintenance Director for repair and/or maintenance on an “as needed” basis.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

INSURANCE REQUIREMENTS

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
 - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
 - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
 1. Premises – Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
 - C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:
 1. Owned Automobiles
 2. Hired Automobiles
 3. Non-Owned Automobiles
 - D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."
 - E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".
2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



October 9, 2019

Vendor/Contractor Signature

Date

Dan J. Tucker President

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Dan J. Tucker (Name of Business Entity Authorized Representative)
as President (Position/Title)

first being duly sworn on my oath, affirm Meeh Climate Service, LLC (MC Service) (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to RFB NO: 2019-47 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Meeh Climate Service, LLC (MC Service) (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RFB NO: 2019-47 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Dan J. Tucker Dan J. Tucker
Authorized Representative's Signature Printed Name

President October 9, 2019
Title Date

Subscribed and sworn to before me this 9th of Oct. Month, Year 2019. I am

commissioned as a notary public within the County of ST. LOUIS, State of MO and my commission expires on Date

William Meeh 10/9/19
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Meeh Climate Service, LLC (MC Service) (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dan J. Tucker



Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Meeh Climate Service, LLC (MC Service)

October 9, 2019

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- o Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- o Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractors, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

2019-47 HVAC Repair and/or Maintenance

The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation. *(Trip charges do not apply)*

Hourly Rate : \$98.50

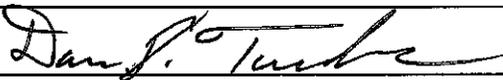
After Hours Rate: \$128.00

Specify "After Hours" Definition M-F 3:30 PM - 7:00 AM All of Saturday

Emergency Hourly Rate: \$142.00 Sundays and Holidays

Parts and Material discounts applied: Cost + 18%

Company Name Meeh Climate Service, LLC (MC Service)

Authorized Signature 

Printed name and title Dan J. Tucker President

Mailing Address 325 Sun Valley Circle Fenton MO 63026

Phone number 314-968-8400

Contact Name Dan J. Tucker

Contact Name Title President

Email Address dtucker@mcservicestl.com

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Meeh Climate Service, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 325 Sun Valley Circle</p> <p>6 City, state, and ZIP code Fenton MO 63026</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6	-	3	0	1	2	9	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 2-8-19</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 326 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, Ho, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	
INSURED MEEH CLIMATE SERVICE LLC 325 SUN VALLEY CIR FENTON, MO 63026-4693	293-503-9	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 144** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9041587	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000						
	MED EXP (Any one person)						
	PERSONAL & ADV INJURY \$1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	9041588	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	N	9041589	08/01/2019	08/01/2020	EACH OCCURRENCE \$4,000,000
	AGGREGATE \$4,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9041591	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER 293-503-9 144 0 FRANKLIN COUNTY 400 E LOCUST ST RM 206 UNION, MO 63084-1862	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MEEH CLIMATE SERVICE LLC	
POLICY NUMBER SEE CERTIFICATE # 144.0		325 SUN VALLEY CIR FENTON, MO 63026-4693	
CARRIER SEE CERTIFICATE # 144.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 144.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: HVAC SERVICES
 ADDITIONAL INSURED INCLUDES FRANKLIN COUNTY, ITS EMPLOYEES, ELECTED OFFICIALS, REPRESENTATIVES, AND MEMBERS OF ITS BOARD AND/OR COMMISSIONERS.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
 CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.
 NO SPECIFIC GENERAL LIABILITY EXCLUSIONS FOR BROAD FORM PROPERTY DAMAGE.
 NO SPECIFIC GENERAL LIABILITY EXCLUSIONS FOR PERSONAL INJURY.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

IN THE MATTER OF APPROVING A RELEASE OF CLAIMS

WHEREAS, prior hereto a property owner notified the County of Franklin of damage to trees located on his property along Rock Hill Church Road; and

WHEREAS, a Release of Claims, attached hereto, is prepared for the property owner's execution.

IT IS THEREFORE ORDERED that the Release of Claims is approved and shall be forwarded to property owner for execution.

IT IS FURTHER ORDERED that a copy of this order be delivered to Dale Reed; and Mark Piontek, County Counselor.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

RELEASE OF CLAIMS

I, Dale Reed, the undersigned, for and in consideration of payment in the amount of Five Hundred and 00/100 (\$500.00) for damage to my trees located on Rock Hill Church Road, St. Clair, Missouri, hereby release the County of Franklin, Missouri, its elected officials, employees, agents, officers, contractors and subcontractors, from any and all claims, demands, damages, actions and causes of action whatsoever, direct or indirect, arising or which may arise, from any and all acts taken by the County of Franklin, Missouri, its elected officials, employees, agents, officers, contractors or assigns, up to and including the date of execution of this release. Such claims shall include, but are not limited to those which arise or might arise as a result of damage to or destruction of trees located on Rock Hill Church Road, St. Clair, Missouri, and involved employees, contractors or subcontractors of the County of Franklin, Missouri.

I hereby declare and state that I am over 18 years of age, that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of any injuries, disabilities or damages which I may have sustained by virtue of said acts, and that no representations or statements made by the agents of the County of Franklin, Missouri have influenced me in granting this release.

IN WITNESS WHEREOF, I, _____, have hereunto set my hand this _____ day of _____, 2019.

Dale Reed

IN WITNESS WHEREOF, I, the undersigned Notary Public, have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public

My commission expires: _____



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Policy

**IN THE MATTER OF AMENDING
COMMISSION ORDER 2019-3 PERTAINING
TO PER DIEM AND TRAVEL REIMBURSEMENT
RATES FOR FRANKLIN COUNTY FOR 2019**

WHEREAS, on January 8, 2019, Commission Order 2019-3 was approved pertaining to mileage reimbursement rates and per diem rates established by the Internal Revenue Service for each year should be utilized by Franklin County; and

WHEREAS, such order approved the per diem and travel rates for 2019 at \$0.58 per mile for mileage; and

WHEREAS, such order shall be amended to reflect travel rates associated with state and federal funding and/or grants shall be reimbursed consistent with such rates established per funding agreements with the County of Franklin; and

IT IS THEREFORE ORDERED that Commission Order Number 2019-3 is hereby amended to reflect approved per diem travel rate reimbursements shall be consistent with the rates established by state and federal funding and/or grant agreements with the County of Franklin.

IT IS FURTHER ORDERED that a copy of this Order be provided to all elected officials and department heads.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Contracts/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER NO. 1 TO THE AGREEMENT
WITH KOZENY-WAGNER PERTAINING TO
THE FIDDLE CREEK ROAD BRIDGE REPLACEMENT**

WHEREAS, prior hereto on June 11, 2019, Franklin County awarded to Kozeny-Wagner, Inc. the bid to replace Fiddle Creek Road bridge; and

WHEREAS, it has been determined that there an over estimate of structural steel piles were considered in the scope of work; and

WHEREAS, the change order would decrease the project cost by \$1,248.00 for a total cost of \$565,605.00; and

IT IS THEREFORE ORDERED that the proposed change order is hereby approved and Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to Kozeny-Wagner; and Ron Williams, Highway Administrator.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

CHANGE ORDER

Sheet No. 1 of 1

Change Order No 1
 County: Franklin
 Route: Fiddle Creek Road
 Project: Bridge Replacement
 Job No.: STP-5489(609)

To Kozeny-Wagner, Inc. (Contractor)

You are hereby directed to make the following changes from the contract.

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Item #37 (MoDOT Bid Item 7021012) Structural Steel Piles (-16 LF) – Underrun
 Piles driven to refusal. Variation in top of rock (refusal) varied in field from estimated elevations based on the project geotechnical investigation.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
37	7021012	Structural Steel Piles, LF	348	332	-16	\$ 78.00	\$	\$-1,248.00
						TOTALS	\$ 0.00	\$-1,248.00

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$ 566,853.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	\$ - 1,248.00		<u>Kozeny - Wagner, Inc.</u>
3. OVERRUN PREVIOUS	\$ 0.00		CONTRACTOR
4. TOTAL OVERRUN TO DATE		\$ - 1,248.00	by: <u>Shane Williams 10-2-19</u>
5. TOTAL		\$ 565,605.00	Date

Matthew Voss, P.E.
 SUBMITTED ENGINEER

10/7/2019
 DATE

 APPROVAL RECOMMENDED LOCAL AGENCY

 DATE

 APPROVAL RECOMMENDED MODOT

 DATE

 APPROVED MODOT CONSTRUCTION

 DATE



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF AN
AWARD OF CONTRACT WITH THE
STATE OF MISSOURI DEPARTMENT
OF PUBLIC SAFETY**

WHEREAS, prior hereto Franklin County, through the Franklin County Prosecuting Attorney’s Office, applied for a grant pertaining to the STOP Violence Against Women project; and

WHEREAS, Franklin County has been notified that the Franklin County Prosecuting Attorney’s Office has been approved for such grant; and

WHEREAS, it is now necessary that all documents and agreements pertaining to the issuance of the grant be executed; and

IT IS THEREFORE ORDERED that the agreement with the State of Missouri Department of Public Safety is hereby approved and that Matthew Becker, Prosecuting Attorney, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that an executed copy of said Agreement and related documents and a copy of this Order be provided to the Missouri Department of Public Safety; Matthew Becker, Prosecuting Attorney; Tammy Vemmer, Auditor; Christa Buchanan, Clerk’s Office; and Ann Struttman, Purchasing.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR



STOP Violence Against Women Act (VAWA)
2020-2021 CERTIFIED ASSURANCES

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

- Governing Directives:** The Subrecipient assures that it shall comply, and all its Subrecipients shall comply, with the applicable provisions of the STOP VAWA Notice of Funding Opportunity, the **DPS Financial and Administrative Guide**, the **DPS Subrecipient Travel Guidelines**, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence of personnel as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
 - a. Submitted a claim that violates the False Claims Act; or
 - b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
 U.S. Department of Justice, Investigations Division
 950 Pennsylvania Avenue, N.W., Room 4706
 Washington, D.C. 20530

Email: oig.hotline@usdoj.gov

DOJ OIG Hotline: Phone - (800) 869-4499 or Fax - (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
 Office of the Director
 Attn: Crime Victim Services/Juvenile Justice Unit
 P.O. Box 749
 1101 Riverside Drive
 Jefferson City, MO 65102-0749

Email: cvsu@dps.mo.gov

DPS Office: Phone – (573) 526-1464 or Fax – (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

9. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise

restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

10. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

11. **Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- a. No federal appropriated funds may be paid, by or on behalf of the Subrecipient, 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 the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b. If the Subrecipient's request for federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

12. **Fair Labor Standards Act:** All Subrecipients will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).

13. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general Subrecipient or Subrecipient of any tier shall not be liable when such Subrecipient or Subrecipient contracts with its direct Subrecipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Subrecipient and Subrecipient affirmatively states that the direct Subrecipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Subrecipient or Subrecipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct Subrecipient's employees are lawfully present in the United States.

14. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs. Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
15. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. **Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: Crime Victim Services/Juvenile Justice Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: cvsu@dps.mo.gov

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

17. **Computer Networks:** The Subrecipient understands and agrees that (a) No subaward funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In addition, pursuant to the Violence Against Women Reauthorization Act of 2013, the Subrecipient acknowledges that recipients of VAWA funds are prohibited from discriminating on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identify. For more information, visit <http://ojp.gov/about/ocr/vawafaqs.htm>. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates subrecipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin*

Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

4. **Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

9. **Faith-Based Organizations:** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation titled "Partnerships with Faith-Based and Other Neighborhood Organizations". The regulation prohibits faith-based organizations from using funds under this subaward to fund inherently (or explicitly) religious activities, such as worship, religious instruction, or proselytization. Subrecipients may still engage in inherently religious activities, but such activities must be separate, in time or location, from the program or services funded under this subaward, and participation in such activities by individuals receiving services from the subaward must be voluntary. The regulation also prohibits Subrecipients from discriminating in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, visit https://ojp.gov/about/ocr/equal_fbo.htm.
10. **Discrimination - VAWA Exception:** Subrecipients are prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW.
If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

Financial:

1. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the VAWA Notice of Funding Opportunity. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all

expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the VAWA Notice of Funding Opportunity. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Project Income:** The Subrecipient agrees to account for project income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this subaward shall be expended during the life of the project period.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *DPS & CVSU Financial and Administrative Guidelines* and identified here:
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$3,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$3,000 but less than \$25,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$25,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$3,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to nonprocurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, 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 subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- c. Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- e. Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety if they have met or exceeded this federal threshold within 60 days of the project period start date.

13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subrecipient, if providing services to victims of domestic and/or sexual violence and their children through this subaward, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Standards for Domestic Violence Programs and/or Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** The Subrecipient, if not primarily providing services to victims of domestic and/or sexual violence through this subaward, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Coordination of activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
4. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "VAWA Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the Department of Justice, Office of Justice Programs or Office of Violence Against Women.
5. **Access to Records:** The Subrecipient authorizes the Missouri Department of Public Safety and/or the Office for Violence Against Women and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VAWA grant.
6. **Publications:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by funding made available through the Fund administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice."
7. **Client-Counselor Confidentiality:** The Subrecipient assures that they will maintain confidentiality of client-counselor information as required by state and federal law.
8. **Code of Professional Ethics:** The Subrecipient shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subrecipients.
9. **Victims' Rights Compliance:** The Subrecipient assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo.** (These eligible direct victim services do not include general witness assistance)
10. **Criminal or Civil Filings:** The Subrecipient assures that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

11. **Forensic Medical Exams:** The state or territory or another governmental entity must incur the full out of pocket cost of forensic medical exams for victims of sexual assault. The state or territory must coordinate with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims. No state or territory or other governmental entity shall require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
12. **Consultation with Victim Services:** Prosecution, law enforcement and court based applicants must consult with tribal, territorial, State, or local victim service programs during the course of developing their grant applications in order to ensure that the proposed services, activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.
13. **Nondisclosure of Confidential or Private Information:** Subrecipients may not disclose personally identifying information or individual information collected in connection with services requested, utilized, or denied without a written release unless the disclosure of the information is required by a statutory or court mandate. This applies whether the information is being requested for a Department of Justice grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to grantees, including disclosures to Statewide or regional databases.
14. **Victim eligibility for services:** Victim eligibility for direct services is not dependent on the victim's immigration status.
15. **Historic Preservation Act:** Subrecipients must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
16. **Time Records Requirement:** The Subrecipient assures that, **all** project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets should be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
17. **Claims that are Late:** Subrecipients assure the Claim for Reimbursement, Detail of Expenditures, and supporting documentation will be submitted by the 5th of each month. If specified due date falls on a weekend or holiday, the Claim must be received by the first working day after the weekend or holiday. Claims submitted after deadline will not be processed until the following month. Claims are due each month whether or not the subrecipient expended any grant or local match funds.

Failure to submit the required forms on time shall be taken as failure to adhere to the terms of the subaward and may result in the delay of reimbursement and/or termination of the subaward.
18. **Timely Reporting:** Subrecipients assure that expenses will be submitted within 60 days from the time the expense was incurred. The Missouri Department of Public Safety reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement.
19. **Claims with Errors:** Subrecipients assure that accurate claims will be submitted. If a Claim is submitted with errors, the Claim may be negotiated for corrections. If the errors are not corrected after two (2) negotiations, the Claim may be withdrawn and not paid. If a Claim is withdrawn due to errors, a correspondence will be sent to the Authorized Official and Project Director.
20. **Annual Performance Report:** The Subrecipient agrees to provide information on the activities supported and an assessment of the effects that the VAWA victim assistance funds have had on services to crime victims for a one year period. That period will January 1 through December 31. This information will be submitted annually on the DPS "VAWA Annual Performance Report" no later than 30 days following the end date of the reporting period each year.

21. **Match:** State and local units of government are required to provide 25% of the total project cost as match. Match may be provided in the form of cash or in-kind match. All funds designated as match are restricted to the same uses as the STOP VAWA program funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Matching funds are not required for any victim service provider, victim service providers may voluntarily provide match on the STOP VAWA grant.
22. **Renewal:** A subaward, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any subaward commitment in excess of the original subaward period contained in such a subaward. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such subaward on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the subaward, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
23. **Financial Statements:** All non-profit subrecipients of STOP VAWA funding under this award are required to make their financial statements available online (either on the Missouri Department of Public Safety's, the subrecipient's, or another publicly available website). DPS will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Number:	
Applicant Authorized Official (AO) Printed Name:	Date:	Applicant Project Director (PD) Printed Name:	Date:
Applicant Authorized Signature		Applicant Project Director Signature	

SPECIAL CONDITIONS APPLICABLE TO LAW ENFORCEMENT AND/OR PROSECUTORS:

1. **Uniform Crime Reporting (UCR)**: The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Racial Profiling**: The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.
3. **Federal Equitable Sharing Funds**: The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
4. **Custodial Interrogations**: The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
5. **DWI Law – Law Enforcement**: The Subrecipient assures, where the project agency is a law enforcement agency, that the law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors**: The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, that the county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Polygraph/Voice Stress Analysis**: The subrecipient assures that no prosecuting or circuit attorney, peace officer, governmental official, or employee of a law enforcement agency shall request or require a victim of an offense under Chapter 566 RSMo or a victim of an offense of domestic assault or stalking to submit to any polygraph test or psychological stress evaluator exam as a condition for proceeding with a criminal investigation of such offense.



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #2 TO PAULY JAIL
BUILDING COMPANY, INC. FOR THE
FRANKLIN COUNTY PUBLIC
SAFETY FACILITY PROJECT**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, Pauly Jail Building Company, Inc. for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$340.00 to the project cost; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 2 for Pauly Jail Building Company, Inc. for a revision in the contractual allowance in the amount of \$340.00 is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Jen Kissinger, Navigate; Ann Struttman, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Additions and Renovation to existing
Franklin County Sheriff Station, Jail
and Communication Center
FGM Project No.: 18-2562.01

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: October 23, 2019

OWNER: *(Name and address)*
Franklin County, Missouri
400 East Locust
Union, Missouri 63084

ARCHITECT: *(Name and address)*
FGM Architects Inc.
One Metropolitan Square, Ste 1945
St. Louis, Missouri 63102

CONTRACTOR: *(Name and address)*
Pauly Jail Building Company, Inc.
17515 Bataan Court
Noblesville, Indiana 46062

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ASI #3-Revised.....(\$340.00)

Contractual Allowance.....(\$50,000.00)

Remaining Contractual Allowance....., (\$50,340.00)

The original Contract Sum was	\$ 6,609,000.00
The net change by previously authorized Change Orders	\$ 50,800.00
The Contract Sum prior to this Change Order was	\$ 6,659,800.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 6,659,800.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.

ARCHITECT *(Firm name)*

Pauly Jail Building Company, Inc.

CONTRACTOR *(Firm name)*

Franklin County, Missouri

OWNER *(Firm name)*

SIGNATURE

Kevin W. Meyer, Project Manager

PRINTED NAME AND TITLE

SIGNATURE

Jeff Hensley, CEO

PRINTED NAME AND TITLE

SIGNATURE

Tim Brinker, Commissioner

PRINTED NAME AND TITLE

DATE

DATE

DATE



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #2 TO AMERICAN
ELECTRIC & DATA, INC. FOR THE
FRANKLIN COUNTY PUBLIC
SAFETY FACILITY PROJECT**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, American Electric & Data, Inc. for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

WHEREAS, it has been determined that additional costs have been added to provide a temporary generator and the change order would add an additional \$15,000.00 to the project cost for a total cost of \$3,456,286.00; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 2 for American Electric & Data, Inc. to provide a temporary generator for an additional \$15,000.00 to the project cost for a total cost of \$3,456,286.00 is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Jen Kissinger, Navigate; Ann Struttmann, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Additions and Renovations to existing
Franklin County Sheriff Station, Jail
and Communication Center
FGM Project No.: 18-2562.01

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: October 23, 2019

OWNER: *(Name and address)*
Franklin County, Missouri
400 East Locust Street
Union, Missouri 63084

ARCHITECT: *(Name and address)*
FGM Architects Inc.
One Metropolitan Square, Suite 1945
St. Louis, Missouri 63102

CONTRACTOR: *(Name and address)*
American Electric & Data, Inc.
112 St. Charles Street
P. O. Box 340
New Melle, Missouri 63365

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide Kohler KW temporary generator in lieu of Owner supplied generator.....\$15,000.00

The original Contract Sum was	\$	3,419,150.00
The net change by previously authorized Change Orders	\$	22,136.00
The Contract Sum prior to this Change Order was	\$	3,441,286.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,000.00
The new Contract Sum including this Change Order will be	\$	3,456,286.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.

ARCHITECT *(Firm name)*

American Electric & Data, Inc.

CONTRACTOR *(Firm name)*

Franklin County, Missouri

OWNER *(Firm name)*

SIGNATURE

Kevin W. Meyer, Project Manager

PRINTED NAME AND TITLE

SIGNATURE

Thomas M. Prade, Owner / President

PRINTED NAME AND TITLE

SIGNATURE

Tim Brinker, Commissioner

PRINTED NAME AND TITLE

DATE

DATE

DATE



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #3 TO AMERICAN
ELECTRIC & DATA, INC. FOR THE
FRANKLIN COUNTY PUBLIC
SAFETY FACILITY PROJECT**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, American Electric & Data, Inc. for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

WHEREAS, it has been determined there is a revision in the contractual allowance for hardware revisions but at no additional cost to the project; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 3 for American Electric & Data, Inc. for a revision in the contractual allowance is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Jen Kissinger, Navigate; Ann Struttmann, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Addition and Renovation Franklin County Sheriff Station, Jail and Communication Center FGM Project No.: 18-2562.01	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: October 23, 2019
OWNER: <i>(Name and address)</i> Franklin County, Missouri 400 East Locust Street Union, Missouri 63084	ARCHITECT: <i>(Name and address)</i> FGM Architects Inc. One Metropolitan Square, Suite 1945 St. Louis, Missouri 63102	CONTRACTOR: <i>(Name and address)</i> American Electric & Data, Inc. 112 St. Charles Street P. O. Box 340 New Melle, Missouri 63365

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ASI #0-Revised: Hardware Revisions.....\$17,693.00

Contractual Allowance No. 1:.....(\$60,000.00)

Remaining Contractual Allowance..... (\$42,307.00)

The original Contract Sum was	\$ 3,419,150.00
The net change by previously authorized Change Orders	\$ 37,136.00
The Contract Sum prior to this Change Order was	\$ 3,456,286.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 3,456,286.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.
ARCHITECT *(Firm name)*

American Electric & Data, Inc.
CONTRACTOR *(Firm name)*

Franklin County, Missouri
OWNER *(Firm name)*

SIGNATURE
Kevin W. Meyer, Project Manager
PRINTED NAME AND TITLE

SIGNATURE
Thomas M. Prade, Owner / President
PRINTED NAME AND TITLE

SIGNATURE
Tim Brinker, Commissioner
PRINTED NAME AND TITLE

DATE

DATE

DATE



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #2 TO RIVER CITY
CONSTRUCTION, LLC FOR THE
FRANKLIN COUNTY PUBLIC
SAFETY FACILITY PROJECT**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, River City Construction, LLC for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

WHEREAS, it has been determined that additional costs are necessary for soil remediation, a new berm, and reinforcing an existing wall; and

WHEREAS, a change order for these costs would add an additional \$209,455.80 to the project cost for a total cost of \$11,884,154.80; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 2 for River City Construction, LLC to in the amount of \$209,445.80 00 for a total cost of \$11,884,154.80 is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttmann, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Additions and Renovation to existing Franklin County sheriff Station, Jail and Communication Center FGM Project No.: 18-2562.01	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: October 23, 2019
OWNER: <i>(Name and address)</i> Franklin County, Missouri 400 East Locust Street Union, Missouri 63084	ARCHITECT: <i>(Name and address)</i> FGM Architects Inc. One Metropolitan Square, Suite 1945 St. Louis, Missouri 63102	CONTRACTOR: <i>(Name and address)</i> River City Construction LLC 6640 American Setter Drive Ashland, Missouri 65010

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR-001: Soil remediation.....	\$13,857.38
PR-004: ASI 004, revise grading for new berm Rev-1.....	\$ 9,928.00
PR-006: Add reinforcement at existing wall.....	\$ 944.83
PR-007: Unit price site items, per attached.....	\$184,725.59
Total above items.....	\$209,455.80

The original Contract Sum was	\$ 11,661,529.00
The net change by previously authorized Change Orders	\$ 13,170.00
The Contract Sum prior to this Change Order was	\$ 11,674,699.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 209,455.80
The new Contract Sum including this Change Order will be	\$ 11,884,154.80

The Contract Time will be increased by Twenty-two calendar days
(16 working days) (22) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc. ARCHITECT <i>(Firm name)</i>	River City Construction LLC CONTRACTOR <i>(Firm name)</i>	Franklin County, Missouri OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Kevin W. Meyer, Project Manager PRINTED NAME AND TITLE	Eric Bursott, Vice President PRINTED NAME AND TITLE	Tim Brinker, Commissioner PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #3 TO RIVER CITY
CONSTRUCTION, LLC FOR THE
FRANKLIN COUNTY PUBLIC
SAFETY FACILITY PROJECT**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, River City Construction, LLC for Detention and Security for the additions and renovations to the Franklin County Public Safety Facility; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$56,042.44 to the project cost at no additional cost; and

WHEREAS, the contract sum will be unchanged by this amount for the revision; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 3 for River City Construction, LLC is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Ann Struttmann, Purchasing; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Additions and Renovation to existing
Franklin County Sheriff Station,
Jail and communication Center
FGM Project No.: 18-2562.01

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 003

Date: October 23, 2019

OWNER: *(Name and address)*
Franklin County, Missouri
400 East Locust Street
Union, Missouri 63084

ARCHITECT: *(Name and address)*
FGM Architects Inc.
One Metropolitan Square, Suite 1945
St. Louis, Missouri 63102

CONTRACTOR: *(Name and address)*
River City Construction LLC
6640 American Setter Drive
Ashland, Missouri 65010

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

ASI #003: Door hardware revisions, per attached.....\$ 54,363.92
Inlet revision at sediment basin..... \$ 1,678.52

Total above items..... \$ 56,042.44

Contractual Allowance No. 1:.....(\$200,000.00)

Remaining Contractual Allowance No. 1.....(\$143,957.56)

The original Contract Sum was	\$ 11,661,529.00
The net change by previously authorized Change Orders	\$ 222,625.80
The Contract Sum prior to this Change Order was	\$ 11,884,154.80
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 11,884,154.80

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.

ARCHITECT *(Firm name)*

River City Construction LLC

CONTRACTOR *(Firm name)*

Franklin County, Missouri

OWNER *(Firm name)*

SIGNATURE

Kevin W. Meyer, Project Manager

PRINTED NAME AND TITLE

SIGNATURE

Eric Bursott, Vice President

PRINTED NAME AND TITLE

SIGNATURE

Tim Brinker, Commissioner

PRINTED NAME AND TITLE

DATE

DATE

DATE



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 29, 2019
Report

**IN THE MATTER OF
APPROVING THE CONSENT
AGENDA AND ALL THE
ITEMS LISTED THEREON**

WHEREAS, in the course of the daily operation of county government certain routine actions are necessary; and

WHEREAS, certain of the routine items referred to above involve either the issuance of licenses, the receipt of funds or the authorization of accounts payable and/or abstract of fees; and

WHEREAS, the approval of such routine matters can be approved through the use of a "Consent Agenda"; and

WHEREAS, in order to afford a better record of what has been approved through the use of the Consent Agenda it has been determined that it would be appropriate to pass a commission order weekly which approves all items contained in the Consent Agenda.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the Consent Agenda for October 29, 2019 addressing the below listed items is hereby approved, to wit:

- Fees:** None
- Liquor Licenses:** Our Lady of Lourdes – February 1, 2020
Our Lady of Lourdes – January 18, 2020
- Auctioneer License:** A.D. Auction, LLC
- Other:** None

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

APPLICATION FOR COUNTY LIQUOR LICENSE

10-7-19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer James D. Theby

OCT 18 2019

Company St. Louis Archdiocese

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

D/B/A (Business Name) Our Lady of Lourdes

DEPUTY

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of: 1/28-2/3

For a Catering or Picnic License - Date and Place of Event February 1, 2020

For a Catering or Picnic License - Address of Event 1000 Madison Ave. Washington, Mo 63090

All other Licenses -- List what type of License applying for: _____

Business Address _____ City _____ State _____ Zip Code _____

Mailing Address (if different than Business Address) _____ City _____ State _____ Zip Code _____

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 28.00 as payment of the fee required by this license.

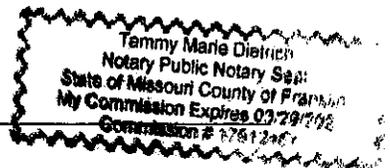
Re-JDS
Signature of State Applicant / Managing Officer

636-239-3520
Phone Number / Email Address

Subscribed and sworn before me this 11 day of October, 20 19

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tammy Marie Dietrich
(County Clerk or Public Notary Signature)



R F A B S In Office Use # 25

APPLICATION FOR COUNTY LIQUOR LICENSE

10-7-19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

FILED
TIM BAKER

Name of State Applicant / Managing Officer James D. Theby

OCT 18 2019

Company St. Louis Archdiocese

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.

D/B/A (Business Name) Our Lady of Lourdes

DEPUTY

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

Jan 16-22

For a Catering or Picnic License – Date and Place of Event January 18, 2020

For a Catering or Picnic License – Address of Event 1000 Madison Ave Washington, Mo 63090

All other Licenses – List what type of License applying for: _____

Business Address _____ City _____ State _____ Zip Code _____

Mailing Address (if different than Business Address) _____ City _____ State _____ Zip Code _____

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 28.00 as payment of the fee required by this license.

Re JDTG
Signature of State Applicant / Managing Officer

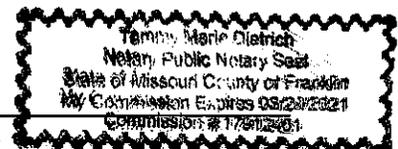
636-239-3520
Phone Number / Email Address

Subscribed and sworn before me this 11 day of October, 2019

Return and Make Check Payable to:
Franklin County Clerks Office
400E Locust, Room 201

Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Jammy Marie Dutcher
(County Clerk or Public Notary Signature)



R F A B S In Office Use # 25

#712

APPLICATION FOR AUCTIONEER'S LICENSE
(CHAPTER 343 RSMo and H.B. 1170 Rev. 1978)

STATE OF MISSOURI
County of Franklin

To the Collector of Revenue of Franklin County, Missouri:

The undersigned, Roland Gruen
(Print name of person signing application)
doing business as A.O. Auction LLC whose principle
(Firm Name)
business office address is: Sunset Ln
(Street or Route)
in the City of Union Zip 63084 and County of Franklin, in
the State of Missouri, hereby makes application for a Public Auctioneer License for the
Period of:

(Check one) Ten Days; One Month; Three Mths; Six Mths; Twelve Mths.
Ending on 10/23/20, under and subject to the provisions of
(Expiration date)

Chapter 343 RSMo and H.B. 1170 Rev. 1978.

Applicant hereby agrees every person who shall violate any of the provisions of this chapter is guilty of a misdemeanor, and, upon conviction, shall be punished by a fine of not less than twenty or more than five hundred dollars, and shall be disqualified from exercising the rights or pursuing the business of an auctioneer for a period of one year from the date of his conviction. After January 1, 1979, every person who shall violate any of the provisions of this chapter is guilty of a Class C misdemeanor and shall be disqualified from exercising the rights or pursuing the business of an auctioneer for a period of one year from the date of his conviction.

It is also expressly understood and agreed that the license granted to me may be revoked at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of the city concerning said business of Public Auctioneering, and upon revocation thereof I shall not be entitled to a refund in whole or in part of the fee paid for this license.

FILED
TIM BAKER

OCT 23 2019

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
DEPUTY

(Signature)

636-583-3783

(Phone Number)

If you would like a yearly reminder notice please provide email or mailing address.

3061 Sunset Ln Union Mo. 63084