

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

25<sup>th</sup>

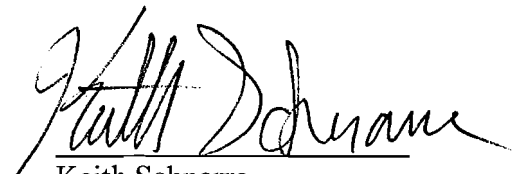
day of April

20 06

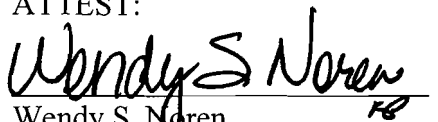
the following, among other proceedings, were had, viz:

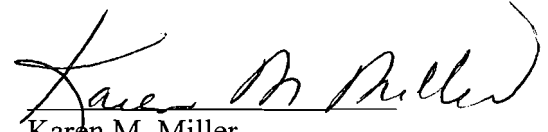
Now on this day the County Commission of the County of Boone does hereby award bid 02-11APR06 Parking Lots Improvements to Blacktop Paving Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

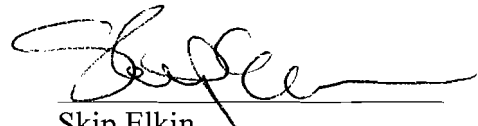
Done this 25<sup>th</sup> day of April, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
PARKING LOTS IMPROVEMENTS**

**THIS AGREEMENT** dated the 25 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Blacktop Paving Company**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Parking Lots Improvements**, County of Boone Request for Bid, bid number **02-11APR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One, as well as the Contractor's bid response dated April 4, 2006 and executed by Donald Wilson on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on the date written above through completion of project. Contractor agrees that work will begin on this project 10 days after receipt of *Notice to Proceed* and work will be completed within 45 days after project commences.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Parking Lots Improvements to various parking lots owned by Boone County - Missouri, as identified and responded to in the Contractor's response. Items and/or service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt and acceptance of valid statement; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

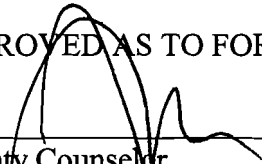
**BLACTOP PAVING COMPANY**

by Donald L Wilson  
 title GEN. MGR.  
 address 7441 E. SUNNVALE DR.  
COLUMBIA, MO. 65201

**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 County Counselor

ATTEST:

  
 \_\_\_\_\_  
 Wendy S. Noren, County Clerk <sup>76</sup>

**AUDITOR CERTIFICATION**

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

  
 \_\_\_\_\_  
 Signature *by cg*

Facilities Maintenance 6100-60100 \$15,260.71  
 1610- 60400 \$2,844.06

4/14/06  
 \_\_\_\_\_  
 Date

\_\_\_\_\_   
 Appropriation Account

**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID #: 02-11APR06 - Parking Lots Improvements**

**ADDENDUM #1**  
(Issued April 5, 2006)

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**BID DOCUMENTS:**

**Change Paragraph 2.2.2.** From: Upper Ash Street Lot - 400 feet  
To: Upper Ash Street Lot - 500 feet

**Change Paragraph 2.2.3., #2 to read as follows:**

2. Surface seal coat the parking lots with commercial asphalt sealer (coal tar based). Apply two coats with sand as recommended by the manufacture using the squeegee method of application or spray method with a coverage rate of 0.2 gallons per square yard minimum.

By: Melinda Bobbitt  
Melinda Bobbitt, CPPB  
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid #02-11APR06 - Parking Lots Improvements, receipt of which is hereby acknowledged:

Company Name: BLACKTOP PAVING CO.  
Address: 7441 E. SUNNYVALE DR.  
COLUMBIA, MO. 65201  
Phone Number: 573-474-2405 Fax Number: 573-474-2450  
Authorized Representative Signature: [Signature] Date: 4-4-06

4. **Response Form** – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: BLACKTOP PAVING CO.  
 4.2. Address: 7441 E. SUNNYVALE DR.  
 4.3. City/Zip: COLUMBIA, MO. 65201  
 4.4. Phone Number: 573-474-2405  
 4.5. Fax Number: 573-474-2450  
 E: Mail Address: -  
 4.6. Federal Tax ID: 43-1781959

- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) LLC

4.7. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
<b>4.7.1. Johnson Building Lot</b>				
Remove and Replace Asphalt	Square yards	118	\$ <u>35.00</u>	\$ <u>4130.00</u>
Crack Seal	Lineal feet	1,500	\$ <u>0.60</u>	\$ <u>900.00</u>
Surface Seal	Square yards	3185	\$ <u>0.79</u>	\$ <u>2516.15</u>
Striping	Spaces	81	\$ <u>5.00</u>	\$ <u>405.00</u>
			SUB TOTAL	\$ <u>7,951.15</u>
<b>4.7.2. Upper Ash Street Lot</b>				
Remove and Replace Asphalt	Square yards	62	\$ <u>40.00</u>	\$ <u>2480.00</u>
Crack Seal	Lineal feet	500	\$ <u>0.65</u>	\$ <u>325.00</u>
Surface Seal	Square yards	1106	\$ <u>0.82</u>	\$ <u>906.92</u>
Striping	Spaces	28	\$ <u>5.00</u>	\$ <u>140.00</u>
			SUB TOTAL	\$ <u>3,851.92</u>
<b>4.7.3. Lower Ash Street Lot</b>				
Crack Seal	Lineal feet	150	\$ <u>0.65</u>	\$ <u>97.50</u>
Surface Seal	Square yards	862	\$ <u>0.82</u>	\$ <u>706.84</u>
Striping	Spaces	26	\$ <u>5.00</u>	\$ <u>130.00</u>
			SUB TOTAL	\$ <u>934.34</u>

4.7.4. **Judges Lot**

Crack Seal	Lineal feet	150	\$ 0.65	\$ 97.50
Surface Seal	Square yards	687	\$ 0.82	\$ 563.34
Striping	Spaces	17	\$ 5.00	\$ 85.00
SUB TOTAL				\$ 745.84

4.7.5. **Park Avenue Lot**

Crack Seal	Lineal feet	50	\$ 1.00	\$ 50.00
Surface Seal	Square yards	753	\$ 0.82	\$ 617.46
Striping	Spaces	24	\$ 5.00	\$ 120.00
SUB TOTAL				\$ 787.46

4.7.6. **Sheriff's Admin Lot**

Remove and Replace Asphalt	Square yards	22	\$ 45.00	\$ 990.00
SUB TOTAL				\$ 990.00

4.7.7. **MKT Trail Lot**

Remove and Replace Asphalt	Square yards	34	\$ 40.00	\$ 1360.00
Surface Seal	Square yards	1,614	\$ 0.79	\$ 1275.06
Striping	Spaces	38	\$ 5.50	\$ 209.00
SUB TOTAL				\$ 2844.06

4.7.8. **Grand Total (Subtotals Sum)**

GRAND TOTAL \$ 18,104.77

**Note: Quantities are estimated. Payment will be made on actual in place quantities.**

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Donald L. Wilson

Type or Print Signed Name:

DONALD L. WILSON

Today's Date:

4-4-06

- 4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.
- 4.10. Work will be completed within 45 days after project commences.
- 4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: TKG, INC.  
Address: 1001 E. CHERRY  
COLUMBIA, MD. 2105201  
Contact Name: LISA FRANK  
Telephone Number: 573-444-8323

Date of Contract: OCT. 2005  
Length of Contract: 1 WEEK

Description of Prior Services (include dates): SEAL + STRIPE FAMOUS BARR  
PATCH AT BROADWAY MARKET PLACE

**2. Prior Services Performed for:**

Company Name: BOONE COUNTY FACILITIES MAINTENANCE  
Address: 601 E. WALNUT  
COLUMBIA, MD. 2105201  
Contact Name: KEN ROBERTS  
Telephone Number:

Date of Contract:  
Length of Contract:

Description of Prior Services (include dates): SIMILAR CONTRACT QUANTITIES  
ON MOST OF THESE SAME LOTS

**3. Prior Services Performed for:**

Company Name: MEXICO PUBLIC SCHOOL DISTRICT #59  
Address: SOUTH JEFFERSON ST.  
MEXICO, MD. 215265  
Contact Name: GLEN WHEELER  
Telephone Number:

Date of Contract:  
Length of Contract:

Description of Prior Services (include dates):  
SAME TYPE WORK, VARYING QUANTITIES IN 2004 AND  
2005

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JR  
BLACK-3

DATE (MM/DD/YYYY)

04/18/06

**PRODUCER**  
Naught-Naught/Columbia  
3928 S. Providence  
Columbia MO 65203  
Phone: 573-874-3102 Fax: 866-779-8102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**INSURED**  
Blacktop Paving  
Donald Wilson Enter., LLC dba  
7441 E. Sunnyvale Drive  
Columbia MO 65201

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B: Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blanket Addl Insrdr</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP0677897	04/07/06	04/07/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. 1,000,000								
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA0677897	04/07/06	04/07/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	CPP0677897	04/07/06	04/07/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$								
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC182888803	04/07/06	04/07/07	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1000000												
E.L. DISEASE - EA EMPLOYEE	\$ 1000000												
E.L. DISEASE - POLICY LIMIT	\$ 1000000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fax 886-4390

## CERTIFICATE HOLDER

BOONPUR

Boone County Purchasing  
Attn Melinda Bobbit  
601 E. Walnut, 2nd Floor  
Columbia MO 65201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE







## Request for Bid (RFB)

Boone County Purchasing  
601 E. Walnut, Room 208  
Columbia, MO 65201

**Melinda Bobbitt, CPPB, Director**  
(573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymmo.org

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### **Bid Data**

Bid Number: **02-11APR06**  
Commodity Title: **Parking Lots Surface Improvements**

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

#### **Pre-Bid Conference with Site Visits**

Day / Date: **Tuesday – April 4, 2006**  
Time: **10:00 A.M.**  
Location: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201  
Boone County Purchasing Department**

#### **Bid Submission Address and Deadline – Bid Closing**

Day / Date: **TUESDAY – April 11, 2006**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

#### **Bid Opening**

Day / Date: **TUESDAY – April 11, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

#### **Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions  
Exhibit A- Prior Experience  
Exhibit B-Site Locations**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
**Purchasing** - The Purchasing Department, including its Purchasing Director and staff.  
**Department(s) or Office(s)** - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
**Designee** - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
**Bidder** - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
**Contractor** - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
**Supplier** - All business(s) entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. Alternates may be chosen in any combination and/or order.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Contract resulting from this Bid will have an initial project start date of approximately mid-June 2006 with parking lots surface improvements completed by the end of August 2006.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Parking Lots Surface Improvements** to various parking lots owned by Boone County – Missouri.
- 2.1.1. **Scope of Services-** The Contractor shall furnish all labor, equipment, and traffic control necessary to complete the following improvements:
- Base Bid:*
- Johnson Building Lot* – Remove and replace seven (7) locations of asphalt, crack seal the lot, surface seal the lot, and stripe the lot.
- Upper Ash Street Lot* – Remove and replace one (1) location of asphalt, crack seal the lot, surface seal the lot, and stripe the lot.
- Lower Ash Street Lot* - Crack seal the lot, surface seal the lot, and stripe the lot.
- Judge’s Lot* - Crack seal the lot, surface seal the lot, and stripe the lot.
- Park Avenue Lot* - Crack seal the lot, surface seal the lot, and stripe the lot.
- Sheriff’s Administration Building Lot* - Remove and replace three (3) locations of asphalt
- MKT Trail Lot* - Remove and replace one (1) location of asphalt, surface seal the lot, and stripe the lot.
- 2.1.2. **Proposed Project Locations: Columbia, Missouri:**  
Johnson Building Lot, 7<sup>th</sup> & Ash; Upper Ash Street Lot, 607 E. Ash; Lower Ash Street Lot, 611 E. Ash; Judges Lot, 701 East Walnut Street; Park Avenue Lot, 10<sup>th</sup> and Park Avenue; Sheriff’s Administration Building Lot, 2121 County Drive; MKT Trail Parking Lot, 3775 Scott Boulevard.
- 2.1.3. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder(s) desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.4. **Project Schedule-** Work to remove and replace asphalt in the Upper Ash Street Lot and the Sheriff’s Administration Building Lot may be done during weekday business hours. All work in MKT Parking Lot should be done during weekday business hours and reopened by 5:00 p.m. Saw cutting in the Johnson Building Lot and striping of all lots may be done weekday evenings after 5:30 p.m. or may be done on the weekend. All other work shall be performed Friday from 5:30 p.m. to sundown, Saturday during daylight hours, and Sunday during daylight hours. If work requires more than one weekend to complete, it should be scheduled consecutively. No excavated areas shall remain open during weekday business hours. It is the Contractor’s responsibility to notify the County Facilities Maintenance Manager within 24 hours of starting the work. A project schedule depicting the progression of work must be submitted for the County’s approval. Work should begin around mid-June and parking lots surface improvements project should be complete by the end of August 2006.
- 2.1.5. **PRE-BID CONFERENCE** – A pre-bid conference is scheduled for Tuesday, April 4, 2006 at 10:00 a.m. at the Boone County Johnson Building, Purchasing Department, 601 E. Walnut Street, Conference Room 213, Columbia, MO 65201. Upon completion of the pre-bid conference, a site tour will be conducted.
- 2.1.5.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.1.5.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **TECHNICAL REQUIREMENTS**
- 2.2.1. **Asphalt Remove and Replace – See attached drawings**

Base Bid:

Johnson Building Lot – 118 square yards (7 locations)

Upper Ash Street Lot - 62 square yards (1 location)

Sheriff's Administration Building - 22 square yards (3 locations)

MKT Trail Lot – 34 square yards (1 location)

1. Cut the outline of the patch with a pavement saw, pneumatic hammer, or similar device extending at least one (1) foot outside the distress area or as marked.
2. Excavate pavement and as much sub-grade as necessary to reach a firm support (4" minimum).
3. Trim, remove loose material, and compact the sub-grade.
4. Apply a tack coat to the vertical faces of the excavation. Use SS-1, SS-1h, CSS-1, CSS-1h, or CRS-1h asphalt emulsions (MoDOT Section 407 Standard Specifications) as recommended by the manufacturer.
5. Backfill the prepared excavation with commercial grade asphalt mix (BP-2) shoveled directly from the truck. Place asphalt against the edges of the excavation first and then work to the center. Spread the asphalt mixture carefully to avoid segregation of materials. The patch shall be placed and compacted in two lifts (2-1/2" first lift and 1-1/2" second lift.) The amount of mixture should allow the patch to be level with the pavement after compaction of the second lift (the patch should not be depressed or humped). The patch should be laid and compacted before the mix temperature drops below 185 degrees Fahrenheit.
6. Compact each lift of the patch thoroughly with a vibratory plate compactor or vibratory roller.
7. Check the vertical alignment and smoothness of the patch with a straightedge or string line. Repair any deficiencies.

#### 2.2.2. Crack Sealing – See attached drawings

Base Bid:

Johnson Building Lot – 1,500 feet

Upper Ash Street Lot – 400 feet

Lower Ash Street Lot – 150 feet

Judges Lot – 150 feet

Park Avenue Lot – 50 feet

1. Seal all cracks ¼" or wider.
2. Clean the crack using high-pressure air, sandblasting, wire brushing, or hot air blasting.
3. Inspect the cracks to ensure they are clean and dry immediately before applying sealant.
4. Apply sealant using a melter-applicator machine from the bottom to the top of the crack to prevent air bubbles. Use a squeegee to remove any excess sealant on the pavement surface. The sealant shall be hot poured Trumbull 3405 Rubber Asphalt Joint Sealer or approved equal and shall conform to AASHTO 173 and/or ASTM D 3405 or D 1190. The crack seal material shall be compatible with the surface seal coat material.

#### 2.2.3. Surface Seal Coat – See attached drawings

Base Bid:

Johnson Building Lot – 3,185 square yards

Upper Ash Street Lot – 1,106 square yards

Lower Ash Street Lot – 862 square yards

Judges Lot – 687 square yards

Park Avenue Lot – 753 square yards

MKT Trail Lot – 1614 square yards

1. Clean the lot of loose material in order to allow the surface seal to adhere to the pavement.
2. Surface seal coat the parking lots with commercial asphalt sealer (coal tar based). Apply two coats with sand as recommended by the manufacture using the squeegee method of application.
3. Use precautions to prevent the surface seal coat from flowing out of the lots and into the surrounding drainage system.
4. Place the surface seal coat such that it is allowed to cure prior to opening the lot at sunrise Monday morning.

#### 2.2.4. Striping – See attached drawings

Base Bid:

Johnson Building Lot – 81 parking spaces

Upper Ash Street Lot – 28 parking spaces

Lower Ash Street Lot – 26 parking spaces

Judges Lot – 17 parking spaces

Park Avenue Lot – 24 parking spaces

MKT Trail Lot – 38 parking spaces

1. Stripe all parking spaces for each lot as indicated on the drawings
2. Mark general parking spaces with industry standard yellow parking lot paint.
3. Mark handicap parking spaces with industry standard blue parking lot paint. Paint the international blue insignia on the inside of the handicap parking spaces.
4. The striping shall match the existing striping prior to surface sealing. Use a straight edge when completing the striping.

2.3. **CONTRACTOR RESPONSIBILITIES**

- 2.3.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.2. The Contractor shall complete all required utility locations prior to commencement of work.
- 2.3.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. Quantities are estimated. The County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate. Payment is based on actual field measurements.
- 2.3.4. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.5. The Contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 2.3.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.7. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area.
- 2.3.8. The Contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 2.3.9. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday.
- 2.3.10. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.3.11. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.4. **WARRANTY** –The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.5. **PREVAILING WAGE** - Prevailing hourly rate of wages is not required for this project.
- 2.6. **DESIGNEE** – Boone County Facilities Maintenance, Ken Roberts, Manager, 601 E. Walnut, Room 206, Columbia, Missouri 65201. Phone: (573) 886-4400.
- 2.6.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut Street, Columbia, MO 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 E-mail:

[mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

- 2.7. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received. The contractor must submit an invoice and charges must only include prices listed in the contractor’s bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay the Monthly Statement within 30 days of receipt of a valid statement. Invoices/Monthly Statements should be submitted to Boone County Facility Maintenance at the above address.
- 2.8. **INSURANCE REQUIREMENTS**
- 2.8.1. **Contractor Insurance**- The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County, which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.8.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this Contract, Employee’s Liability and Worker’s Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide Employee’s Liability Insurance for the protections of their employees not otherwise protected.
- 2.8.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this Contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.8.4. **Automobile Public Liability and Property** – The Contractor shall maintain during the life of this Contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual. Said insurance shall cover both bodily injury, including accidental death and property damage, to protect Contractor from any and all claims arising from the use of the contractor’s own automobiles, teams, and trucks; hired automobiles, teams, and trucks; and both on and off the site of work.
- 2.8.5. **Owner’s Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims, which might arise as a result of the operations of the Contractor in fulfilling the terms of this Contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.8.6. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance, which name the County as additional insured in an amount as required in this Contract and requiring a 30-day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work.
- 2.9. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the

project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.



3. **Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, the Contractor shall submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Contractor's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, 3 complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number, and the due date and time.
  - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for County use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
  - 3.2.3. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form** – Submit **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the **outside, left corner** with your company name and return address, the bid number, and the due date and time.

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

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

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.

	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
4.7.1.	<b>Johnson Building Lot</b>				
	Remove and Replace Asphalt	Square yards	118	\$ _____	\$ _____
	Crack Seal	Lineal feet	1,500	\$ _____	\$ _____
	Surface Seal	Square yards	3185	\$ _____	\$ _____
	Striping	Spaces	81	\$ _____	\$ _____
				SUB TOTAL	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>
4.7.2.	<b>Upper Ash Street Lot</b>				
	Remove and Replace Asphalt	Square yards	62	\$ _____	\$ _____
	Crack Seal	Lineal feet	500	\$ _____	\$ _____
	Surface Seal	Square yards	1106	\$ _____	\$ _____
	Striping	Spaces	28	\$ _____	\$ _____
				SUB TOTAL	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>
4.7.3.	<b>Lower Ash Street Lot</b>				
	Crack Seal	Lineal feet	150	\$ _____	\$ _____
	Surface Seal	Square yards	862	\$ _____	\$ _____
	Striping	Spaces	26	\$ _____	\$ _____
				SUB TOTAL	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>

4.7.4. **Judges Lot**

Crack Seal	Lineal feet	150	\$ _____	\$ _____
Surface Seal	Square yards	687	\$ _____	\$ _____
Striping	Spaces	17	\$ _____	\$ _____
			SUB TOTAL	\$ <input type="text"/>

4.7.5. **Park Avenue Lot**

Crack Seal	Lineal feet	50	\$ _____	\$ _____
Surface Seal	Square yards	753	\$ _____	\$ _____
Striping	Spaces	24	\$ _____	\$ _____
			SUB TOTAL	\$ <input type="text"/>

4.7.6. **Sheriff's Admin Lot**

Remove and Replace Asphalt	Square yards	22	\$ _____	\$ _____
			SUB TOTAL	\$ <input type="text"/>

4.7.7. **MKT Trail Lot**

Remove and Replace Asphalt	Square yards	34	\$ _____	\$ _____
Surface Seal	Square yards	1,614	\$ _____	\$ _____
Striping	Spaces	38	\$ _____	\$ _____
			SUB TOTAL	\$ <input type="text"/>

4.7.8. **Grand Total (Subtotals Sum)**

<b>GRAND TOTAL</b>	\$ <input type="text"/>
------------------------	-------------------------

**Note: Quantities are estimated. Payment will be made on actual in place quantities.**

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

\_\_\_\_\_

Type or Print Signed Name:

Today's Date:

\_\_\_\_\_

\_\_\_\_\_

- 4.9. Work will begin on this project 10 days after receipt of Notice to Proceed.
- 4.10. Work will be completed within 45 days after project commences.
- 4.11. Bidder must provide three (3) references for services rendered to commercial clients that are similar in size and scope of this project. References should be provided in Exhibit A.



**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201  
**Melinda Bobbitt, Director**

Phone: (573) 886-4391 – Fax: (573) 886-4390

***Standard Terms and Conditions***

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**EXHIBIT B**

**ATTACHMENTS**

**Base Bid Sketches:**

**MKT Trail**

**Johnson Building Lot**

**Upper Ash Street Lot**

**Lower Ash Street Lot**

**Judges Lot**

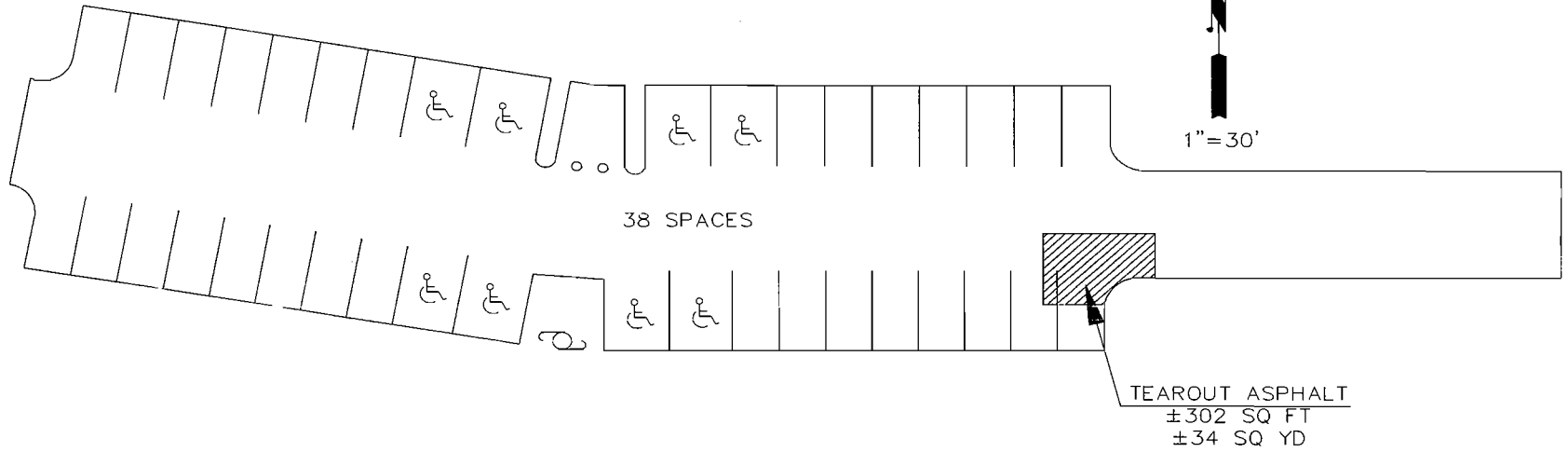
**Park Avenue Lot**

**Sheriff's Administration Building Lot**

MKT TRAIL PARKING LOT  
3775 S. SCOTT BLVD.

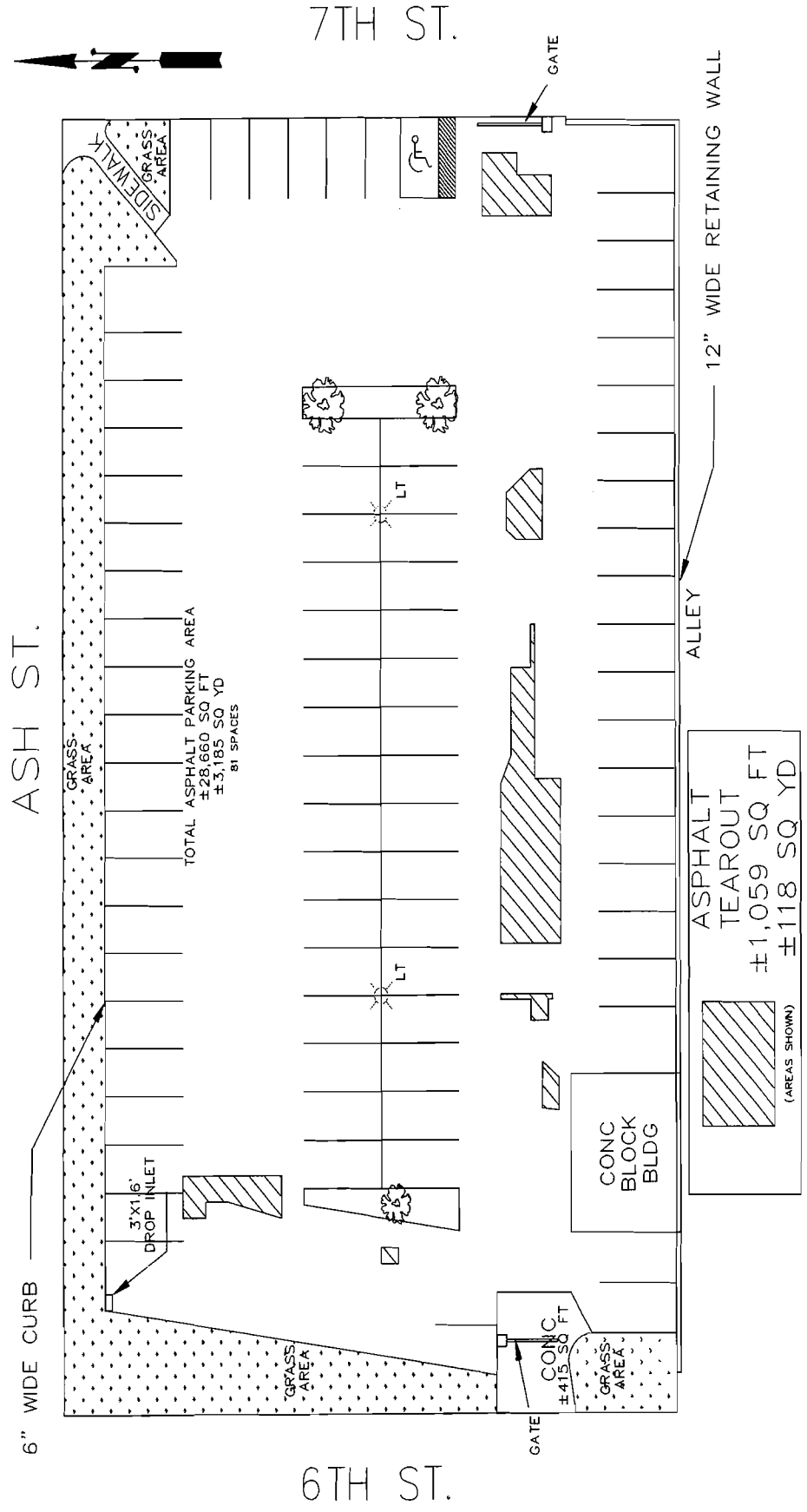
(Entrance is on the west side of Scott Blvd.  
between Bellview Dr. and Brushwood Lake Road)

TOTAL AREA  
ASPHALT WITH CONCRETE CURB AND GUTTER  
±14,525 SQ FT  
±1,614 SQ YD



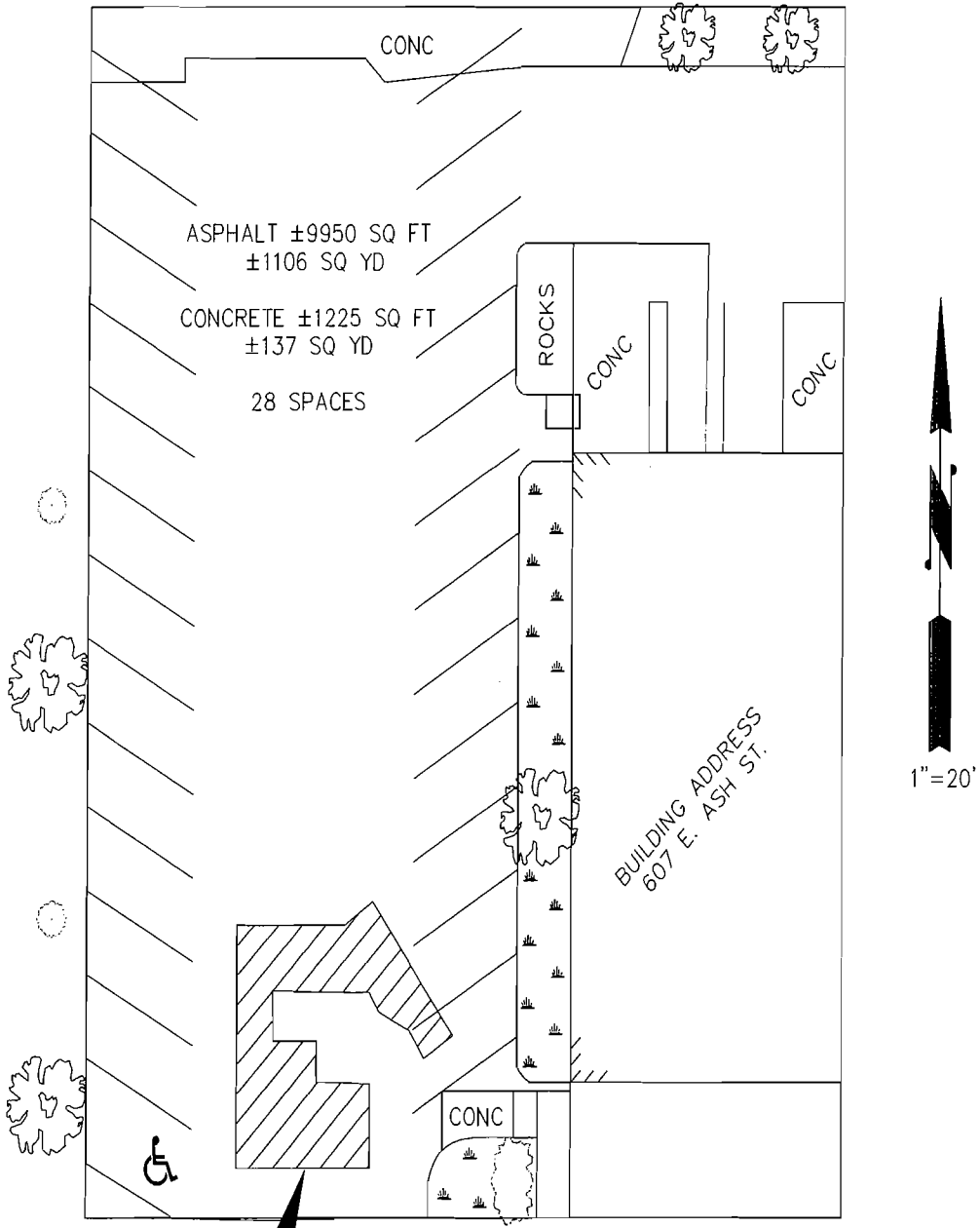
SCOTT'S BLVD.

JOHNSON BUILDING PARKING LOT  
7th STREET & ASH STREET



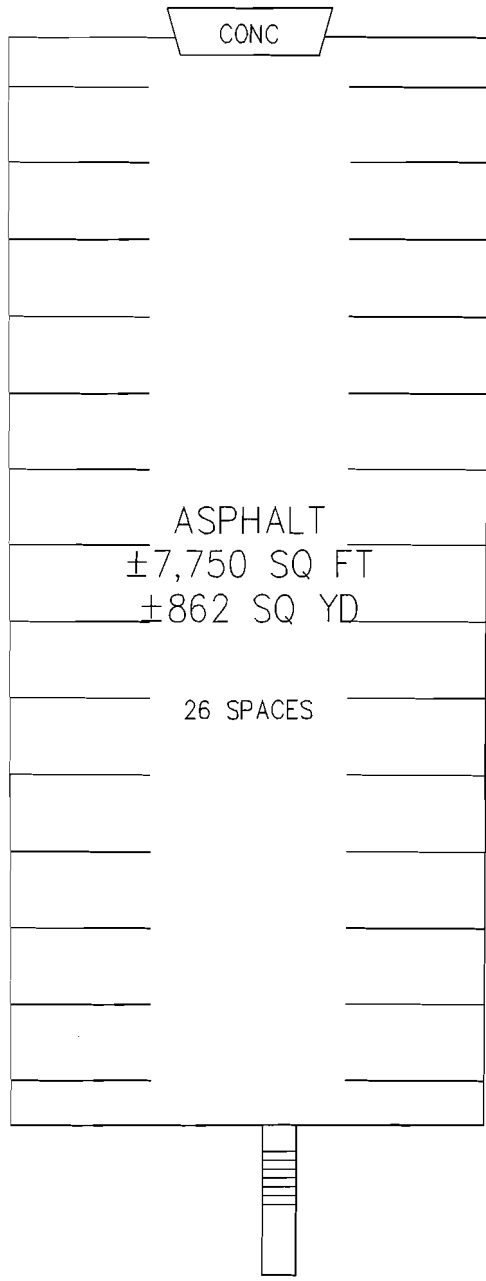


← TO 5TH ST. TO 7TH ST. →



UPPER ASH STREET LOT  
607 E. ASH STREET

← TO 5TH ST. ALLEY TO 7TH ST. →



ASPHALT  
±7,750 SQ FT  
±862 SQ YD

26 SPACES

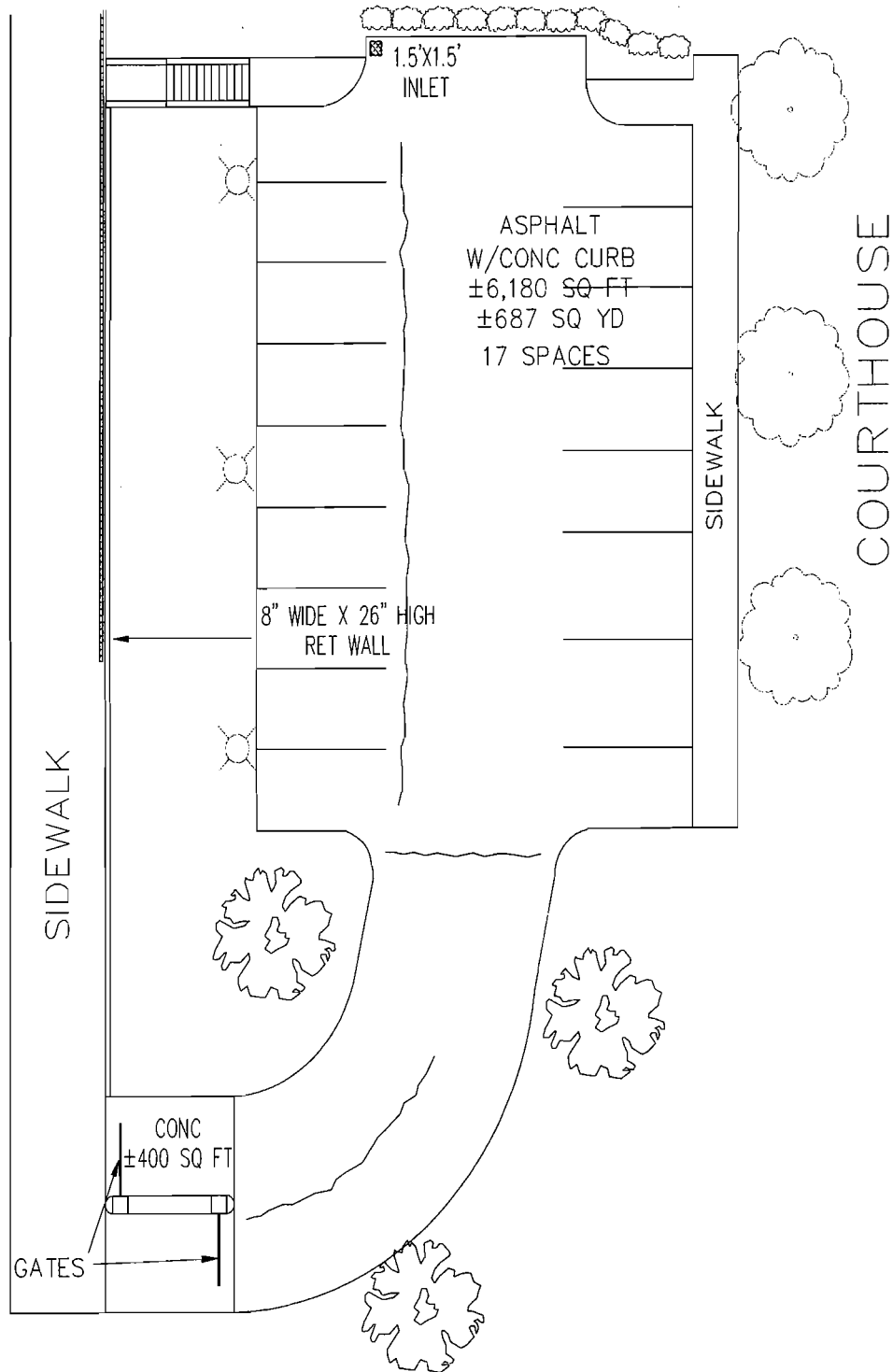
1"=20'

ASH ST.

LOWER ASH STREET LOT  
611 E. ASH STREET

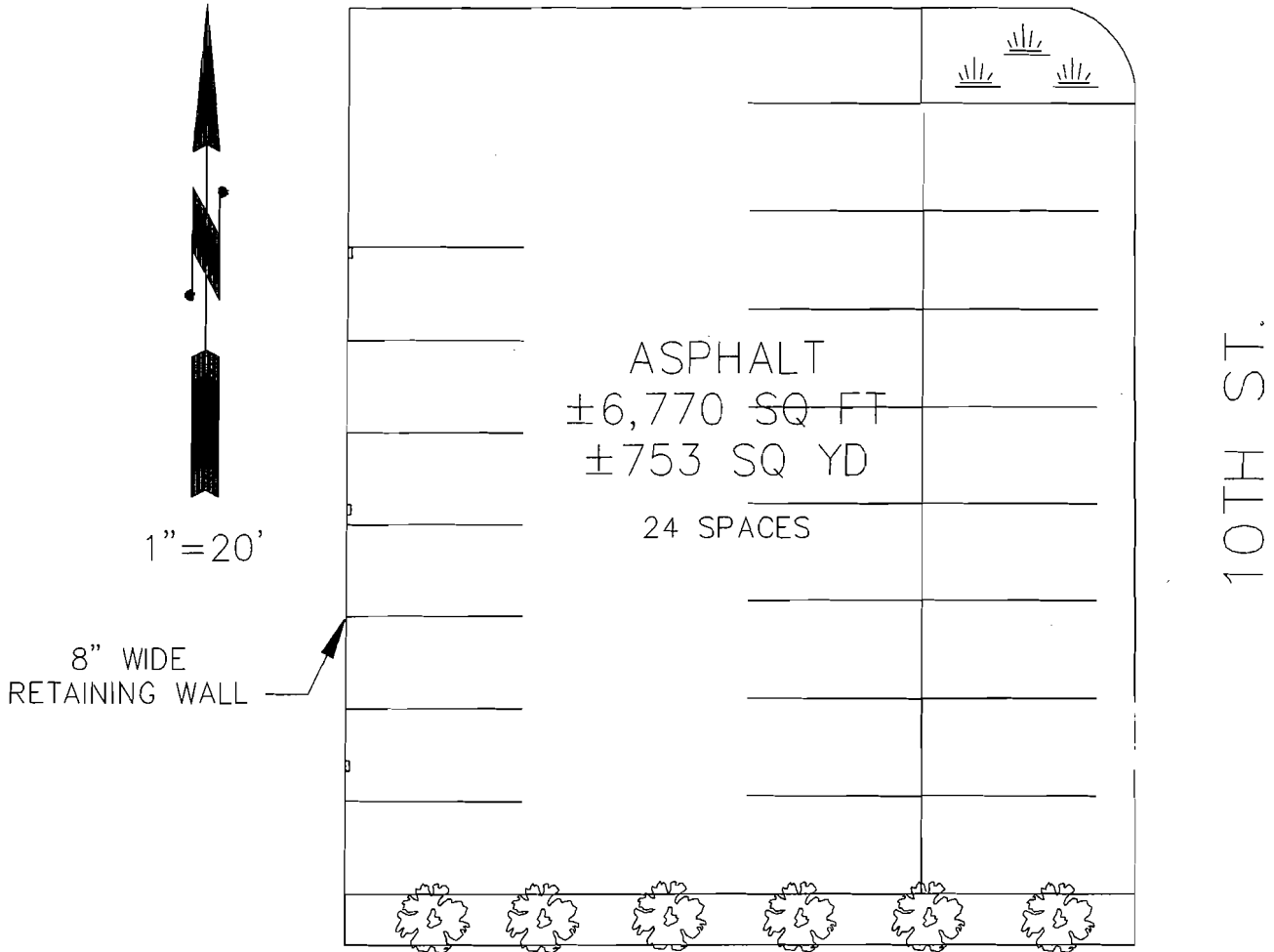


7TH ST.

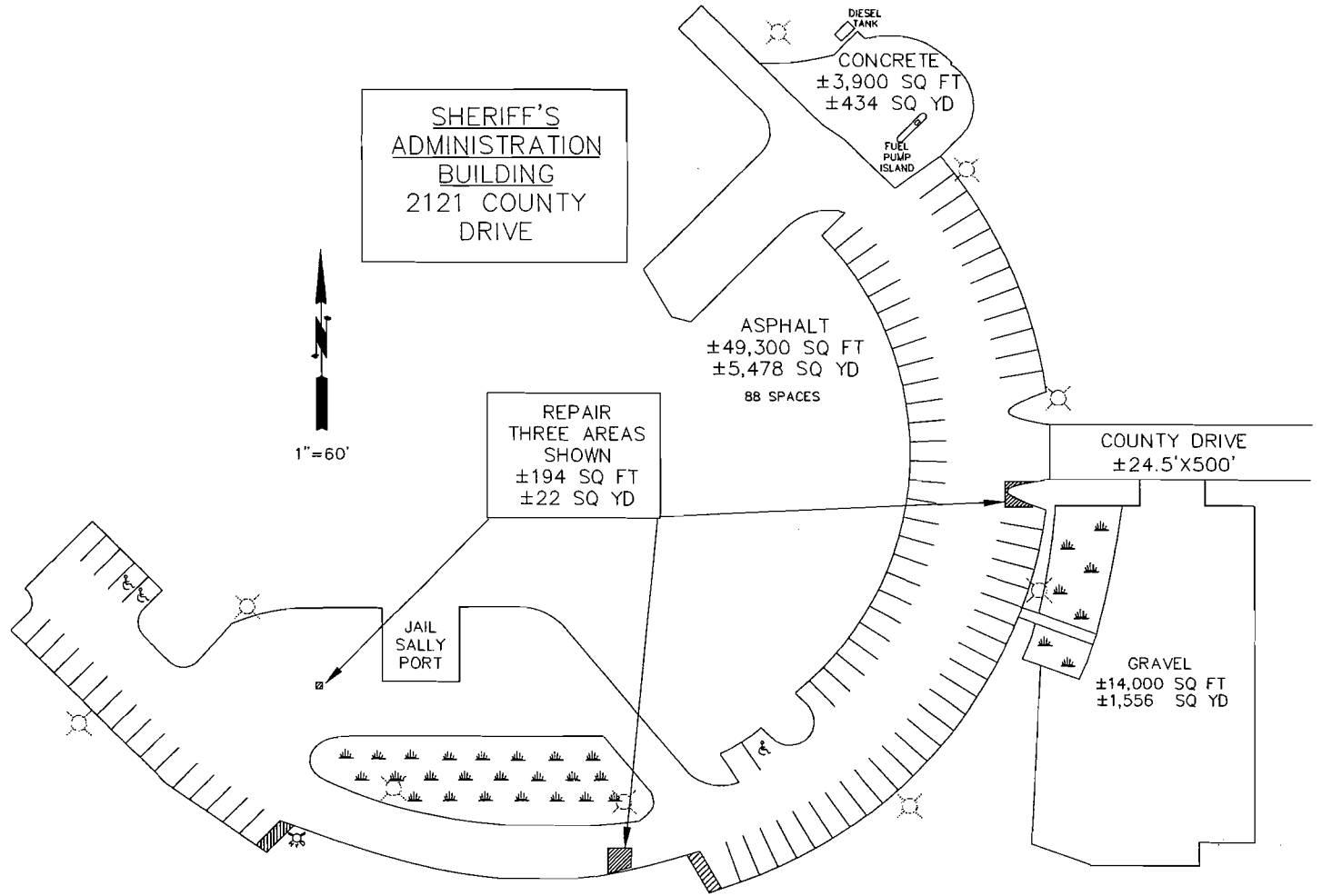


JUDGE'S PARKING  
701 E. WALNUT ST.

# PARK AVE.



PARK AVE. LOT  
10th & PARK AVE.



PARKING LOT PATCHING

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

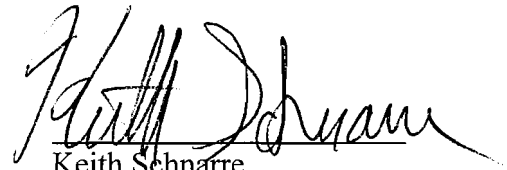
Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

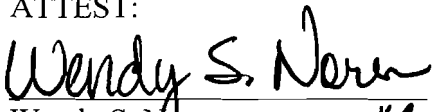
the following, among other proceedings, were had, viz:

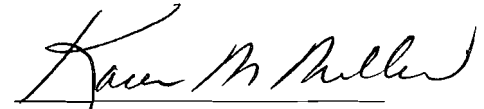
Now on this day the County Commission of the County of Boone does hereby award bid 24-21MAR06 HVAC Filters Term and Supply to Koch Filter Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 25<sup>th</sup> day of April, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
HVAC FILTERS TERM AND SUPPLY**

**THIS AGREEMENT** dated the 25 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Koch Filter Corporation**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **HVAC Filters Term and Supply**, County of Boone Request for Bid, bid number **24-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 15, 2006 and executed by Andrew S. Rust, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7 and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver filters within 10 to 21 days after receipt of the order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**KOCH FILTER CORPORATION**

by *Andy Meats*  
 title *MANAGER Marketing Services*  
 address *625 West Hill*  
*Louisville, Ky 40208*

**BOONE COUNTY, MISSOURI**

by Boone County Commission  
*Keith Schrage*  
 Keith Schrage, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
 County Counselor

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*James E. Pitchford*  
 Signature *by eq*

*4/14/06*  
 Date

6100/23050 Term/Supply  
 Appropriation Account



4. Response Form

- 4.1. Company Name: Koch Filter Corp
- 4.2. Address: 625 West Hill St.
- 4.3. City/Zip: Louisville, Ky 40208
- 4.4. Phone Number: 502-674-6204
- 4.5. Fax Number: 502-675-2624
- 4.6. Federal Tax ID: 610674289
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

	Filter Size	Qty	Merv Rating	Unit Price for Qty Order	Extended Total	Unit Price for Individual Order
4.7.1.	102-499-021 20 x 25 x 2	270	11	\$ 3.27	\$ 882.90	\$ 3.27
4.7.2.	102-499-016 16 x 20 x 2	80	11	\$ 2.58	\$ 206.40	\$ 2.58
4.7.3.	102-499-022 24 x 24 x 2	62	11	\$ 3.52	\$ 218.24	\$ 3.52
4.7.4.	102-499-017 16 x 25 x 2	93	11	\$ 2.89	\$ 268.77	\$ 2.89
4.7.5.	102-499-007 16 x 25 x 1	21	11	\$ 2.50	\$ 52.50	\$ 2.50
4.7.6.	102-081-499 18 x 25 x 1	42	11	\$ 4.66	\$ 195.72	\$ 4.66
4.7.7.	102-499-009 20 x 25 x 1	39	11	\$ 2.80	\$ 109.20	\$ 2.80
4.7.8.	102-499-019 20 x 20 x 2	0	11	2.53		\$ 2.53
4.7.9.	102-499-004 14 x 25 x 1	12	11	\$ 2.89	\$ 34.68	\$ 2.89
4.7.10.	102-081-299 13 x 21 x 1	8	11	\$ 3.55	\$ 28.40	\$ 3.55
4.7.11.	102-081-399 17 x 22 x 1	0	11	4.41		\$ 4.41
4.7.12.	102-081-299 10 x 22 x 1	4	11	\$ 3.55	\$ 14.20	\$ 3.55
4.7.13.	102-499-003 14 x 20 x 1	4	11	\$ 2.33	\$ 9.32	\$ 2.33
4.7.14.	102-499-006 16 x 20 x 1	2	11	\$ 2.22	\$ 4.44	\$ 2.22
4.7.15.	102-499-013 14 x 20 x 2	0	11	2.66		\$ 2.66
4.7.16.	102-499-014 14 x 25 x 2	0	11	2.94		\$ 2.94
4.7.17.	102-081-199 7 3/4 x 26 x 1	0	11	3.45		\$ 3.45
4.7.18.	102-081-499 17 x 26 x 1	0	11	4.66		\$ 4.66

4.7.19.	102-081-499 17 x 25 x 1	0	11	4.66		\$ 4.66
4.7.20.	102-081-399 18 x 20 x 1	8	11	\$ 4.41	\$ 35.28	\$ 4.41
4.7.21.	102-499-008 20 x 20 x 1	4	11	\$ 2.49	\$ 2.49	\$ 2.49
4.7.22.	102-499-015 15 x 20 x 2	16	11	\$ 2.77	\$ 44.32	\$ 2.77
4.7.23.	GRAND TOTAL				\$ 2106.86	

4.8. DELIVERY

4.8.1. Delivery price for the total quantity of filters referenced above: \$ \_\_\_\_\_

4.8.2. Delivery price for individually ordered filters: \$ MINIMUM ORDER \$50. \$4 BRACKET CASE SEARCHING

4.8.3. Delivery will be made 10-21 days after receipt of order 10 DAYS ON STOCK ITEMS

4.9. Maximum Percentage Increase for 3 % 2nd Year 3 % 3rd Year

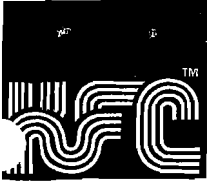
4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  Yes  No

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand): *Andrew S. Rust* Date: 3/15/06

4.11.2. Print Name and Title of Authorized Representative  
ANDREW S. RUST



# Koch Filter Corporation

Filtration Products Crafted with Pride

**Corporate Headquarters and  
Manufacturing Plant**

625 West Hill Street (40208)  
P.O. Box 3186  
Louisville, KY 40201-3186  
502.634.4796  
Fax 502.637.2280  
E-mail: [info@kochfilter.com](mailto:info@kochfilter.com)  
Website: [www.kochfilter.com](http://www.kochfilter.com)

**Texas Manufacturing Plant**

8801 Wallisville Road  
Suite C  
Houston, TX 77029  
713.672.6550  
Fax 713.672.7004

**California Manufacturing  
Plant**

9554 7th Street  
Rancho Cucamonga, CA 91730  
909.989.8600  
909.989.8618

**Regional Sales Offices  
Nationwide**

March 15, 2006

Heather Turner, CPPB, Senior Buyer  
Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201

RE: BID NUMBER 24-21MAR06 Air Filters

Please accept Koch Filter Corporation's bid for the Merv 11 Pleated air filters as requested. Included are brochures and CD catalog materials that describe our quality filtration products.

Koch Filter will extend similar pricing on any additional air filter needs that occur during the award period.

We appreciate this opportunity to bid.

Thank you.

Andrew S. Rust  
Manager Marketing Services  
(502) 634-6204  
(502) 635-2624  
[andyr@kochfilter.com](mailto:andyr@kochfilter.com)



## Request for Bid (Bid)

Boone County Purchasing  
601 E. Walnut, Room 209  
Columbia, MO 65201

Heather Turner, CPPB, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **24-21MAR06**  
Commodity Title: **HVAC Filters Term and Supply**

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

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY, MARCH 21, 2006**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **TUESDAY, MARCH 21, 2006**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions**

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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of HVAC filters to the Boone County Facilities Maintenance department as detailed in the following specifications.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2006. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
  - 2.2.1. The unit prices for the standard items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the standard items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.2. If renewal percentages are not provided for the standard items, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. There is a separate line item on the Response Form for a per order delivery charge. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **SCOPE OF SERVICE** – The Facilities Maintenance department will order HVAC filters of various types and quantities, as detailed on the *Response Form*.
  - 2.6.1. The contract shall also include filter sizes that the County is not currently purchasing but may purchase in the future. The contractor must provide a price for these items on the *Response Form*.
  - 2.6.2. All HVAC filters must be new. No refurbished or recycled filters are acceptable.
- 2.7. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.7.1. **Delivery Address** – Delivery shall be made to the following address: Boone County Public Works North Facility, 5501 Oakland Gravel Drive, Columbia, MO 65202. The contractor must contact Ken Roberts, Facilities Maintenance Manager, at: 573-864-2899 at least 24 hours prior to a delivery being made in order to ensure someone is able to unlock the facility.
  - 2.7.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.8. **USAGE REPORT** – One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. A report should be furnished by the Contractor yearly upon request by the Purchasing department. The report should include the description of the item, item #, quantity, and dollar amount.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Facilities Maintenance Department at the following address: 601 E. Walnut, Room 205, Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate invoice. The associated Purchase Order Number must be referenced on the invoice.

- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** – Ken Roberts, Manager, Facilities Maintenance, 601 E. Walnut, Columbia, MO 65201.
- 2.11.1. **Bid Clarification** – Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
  - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



**4. Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_
- 4.6.1. ( ) Corporation \_\_\_\_\_
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

**4.7. PRICING**

	Filter Size	Qty	Merv Rating	Unit Price for Qty Order	Extended Total	Unit Price for Individual Order
4.7.1.	20 x 25 x 2	270	11	\$	\$	\$
4.7.2.	16 x 20 x 2	80	11	\$	\$	\$
4.7.3.	24 x 24 x 2	62	11	\$	\$	\$
4.7.4.	16 x 25 x 2	93	11	\$	\$	\$
4.7.5.	16 x 25 x 1	21	11	\$	\$	\$
4.7.6.	18 x 25 x 1	42	11	\$	\$	\$
4.7.7.	20 x 25 x 1	39	11	\$	\$	\$
4.7.8.	20 x 20 x 2	0	11			\$
4.7.9.	14 x 25 x 1	12	11	\$	\$	\$
4.7.10.	13 x 21 x 1	8	11	\$	\$	\$
4.7.11.	17 x 22 x 1	0	11			\$
4.7.12.	10 x 22 x 1	4	11	\$	\$	\$
4.7.13.	14 x 20 x 1	4	11	\$	\$	\$
4.7.14.	16 x 20 x 1	2	11	\$	\$	\$
4.7.15.	14 x 20 x 2	0	11			\$
4.7.16.	14 x 25 x 2	0	11			\$
4.7.17.	73/4 x 26 x 1	0	11			\$
4.7.18.	17 x 26 x 1	0	11			\$

4.7.19.	17 x 25 x 1	0	11			\$
4.7.20.	18 x 20 x 1	8	11	\$	\$	\$
4.7.21.	20 x 20 x 1	4	11	\$	\$	\$
4.7.22.	15 x 20 x 2	16	11	\$	\$	\$
4.7.23.	GRAND TOTAL				\$	

4.8. **DELIVERY**

4.8.1. **Delivery price for the total quantity of filters referenced above: \$ \_\_\_\_\_**

4.8.2. **Delivery price for individually ordered filters: \$ \_\_\_\_\_**

4.8.3. **Delivery will be made \_\_\_\_\_ days after receipt of order**

4.9. **Maximum Percentage Increase for \_\_\_\_\_ % 2nd Year \_\_\_\_\_ % 3rd Year**

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand): \_\_\_\_\_ Date: \_\_\_\_\_

4.11.2. Print Name and Title of Authorized Representative  
\_\_\_\_\_



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***Standard Terms and Conditions***

**Heather Turner, CPPB, Senior Buyer**  
**(573) 886-4392 - FAX (573) 886-4390**

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***"No Bid" Response Form***

Heather Turner, CPPB, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 24-21MAR06**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of the following vehicle.

DISPOSAL THROUGH INSURANCE CARRIER			
Year	Description	Approximate Mileage	VIN #
2002	Ford Crown Vic		2FAFP71W02X129710

It is further ordered that the Presiding Commissioner be hereby authorized to sign said fixed asset form and original title.

Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

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

Keith Schnarre  
 Keith Schnarre  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 19-30MAR06 Ready Mix Concrete/Cement Term and Supply to Primary Supplier, Central Concrete Company and Secondary Supplier, Columbia Ready Mix. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

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

Keith Schnarre  
 Keith Schnarre  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT  
FOR  
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

**Primary Supplier**

**THIS AGREEMENT** dated the 25 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Concrete Company**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Ready Mix Concrete/Cement Term and Supply**, County of Boone Request for Bid for Ready Mix Concrete/Cement Term and Supply, bid number **19-30MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated March 20, 2006 and executed by Rob Wainscott on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be for the period May 1, 2006 through April 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Central Concrete shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier.

**4. Delivery** - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**CENTRAL CONCRETE COMPANY**

**BOONE COUNTY, MISSOURI**

by Bob Wainwright

by Boone County Commission  
Keith Schmarre  
Keith Schmarre, Presiding Commissioner

title Sales Mgr.

address 2000 Dogwood Ln.  
Columbia, Mo. 65201

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

James E. Pitchford  
Signature by eg

4/19/06  
Date

2040/26000 Term/Supply  
Appropriation Account



4. **Response Form**

4.1. Company Name: Central Concrete Co.  
 4.2. Address: P.O. Box 1348 - 2000 Dogwood Ln.  
 4.3. City/Zip: Columbia, Mo. 65205  
 4.4. Phone Number: 573-443-2426  
 4.5. Fax Number: 573-256-8258  
 4.6. Federal Tax ID: 43-1701454

- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

4.7. **PRICING**  
**READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) without transportation	Cubic Yard	\$ <u>50<sup>00</sup></u>	100 cubic yards	\$ <u>5000<sup>00</sup></u>
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) without transportation	Cubic Yard	\$ <u>52.50</u>	600 cubic yards	\$ <u>31500<sup>00</sup></u>
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) without transportation	Cubic Yard	\$ <u>58.75</u>	100 cubic yards	\$ <u>5875<sup>00</sup></u>
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$ <u>22<sup>00</sup></u>		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$ <u>1 yd minimum</u>		
4.7.5.2.2.	1-1/4 to 2 Yards		\$ <u>+ 25<sup>00</sup></u>		
4.7.5.2.3.	2-1/4 to 3 Yards		\$ <u>+ 25<sup>00</sup></u>		
4.7.5.2.4.	Holding Charges		\$ <u>25<sup>00</sup></u>		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over <u>2</u> mile apart (Bidder must complete the mileage blank)	Each	\$ <u>20<sup>00</sup></u>		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$ <u>4<sup>00</sup></u>		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$ <u>.75</u>		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$ <u>1.50</u>		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$ <u>3.00</u>		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$ <u>4.00</u>		
4.7.6.6.	Indicate any additional charges not included above.				
			\$ _____		
			\$ _____		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$ <u>6.00</u>	400	\$ <u>2400.00</u>
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$ <u>N/A</u>	10	\$ <u>—</u>
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$ <u>1.75</u>	100	\$ <u>175.00</u>
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$ <u>N/A</u>	200	\$ <u>—</u>
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$ <u>N/A</u>	200	\$ <u>—</u>
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$ <u>N/A</u>	5	\$ <u>—</u>
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$ <u>N/A</u>	5	\$ <u>—</u>
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$ <u>N/A</u>	5	\$ <u>—</u>

Maximum Percentage Increase for each potential renewal period:

4.9. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

\_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.10.1. Authorized Representative (Sign By Hand):

*Bob Wainscott* *Sale Mgr.*

4.10.2. Type or Print Signed Name:

BOB WAINSCOTT

4.10.3. Today's Date: 3-20-06

4.11. Delivery Days After Receipt of Order: 12-24 hr Notice

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

## ***Request for Bid (RFB)***

**Heather Turner, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)

---

### **Bid Data**

Bid Number: **19-30MAR06**  
Commodity Title: **Ready Mix Concrete/Cement Term and Supply**

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

### **Bid Submission Address and Deadline**

Day / Date: **THURSDAY, MARCH 30, 2006**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

### **Bid Opening**

Day / Date: **THURSDAY, MARCH 30, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

### **Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions**

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from May 1, 2006 through April 30, 2007 and may be automatically renewed for up to an additional two (2)-years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Ready Mix Concrete and Cement Products Term and Supply**.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from May 1, 2006 through April 30, 2007. This contract is subject to renew annually for two (2) additional two year periods following expiration of the first contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **DESIGNEE** - Chip Estabrooks, Manager, Road Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201. Phone (573) 449-8515.
- 2.5.1. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.6. **DELIVERY** - All items will be delivered to various locations within the County of Boone on an as needed basis and as determined by the Public Works department representative.
  - 2.6.1. **Delivery Terms** - FOB Destination to various locations within the County of Boone - Missouri.
- 2.7. **PRICING** - Contract will be awarded on a firm price for the initial one-year contract period. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
  - 2.7.1. **Price Increase:** It shall be the responsibility of the Contractor to notify the County sixty (60) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
  - 2.7.2. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the transportation cost and/or unit price per cubic yard as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase Ready Mix Concrete/Cement from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
  - 2.7.3. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Ready Mix Concrete/Cement at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor and may also award secondary contractors.

3. **Response Presentation and Review**

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

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. **PRICING**

**READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	600 cubic yards	\$
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$		
4.7.5.2.2.	1-1/4 to 2 Yards		\$		
4.7.5.2.3.	2-1/4 to 3 Yards		\$		
4.7.5.2.4.	Holding Charges		\$		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank))	Each	\$		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$		
4.7.6.6.	Indicate any additional charges not included above.				
			\$		
			\$		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$	400	\$
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$	10	\$
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$	100	\$
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$	200	\$
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$	200	\$
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$

Maximum Percentage Increase for each potential renewal period:

4.9. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

\_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.10.2. Type or Print Signed Name:

\_\_\_\_\_

4.10.3. Today's Date: \_\_\_\_\_

4.11. Delivery Days After Receipt of Order: \_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No





## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

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

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***“No Bid” Response Form***

Heather Turner, CPPB, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 19-30MAR06**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
READY MIX CONCRETE/CEMENT TERM AND SUPPLY**

**Secondary Supplier**

**THIS AGREEMENT** dated the 25 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Columbia Ready Mix**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Ready Mix Concrete/Cement Term and Supply**, County of Boone Request for Bid for Ready Mix Concrete/Cement Term and Supply, bid number **19-30MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated March 21, 2006 and executed by Alan Barnes on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be for the period **May 1, 2006 through April 30, 2007** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Columbia Ready Mix shall act as the secondary supplier and shall furnish all items bid for the County if the primary contracted supplier cannot provide an acceptable schedule for the County, as needed and as ordered by the County.

**4. Delivery** - Contractor agrees to deliver the items as specified within one day after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing

dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

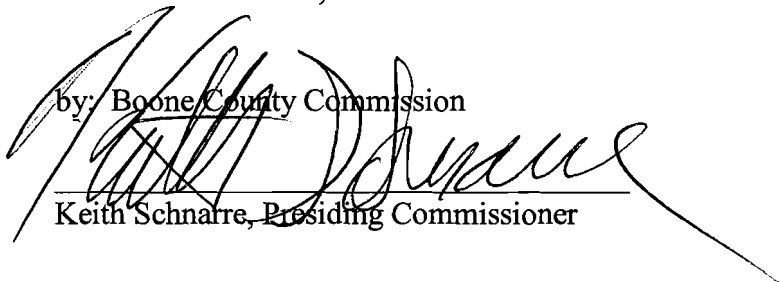
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

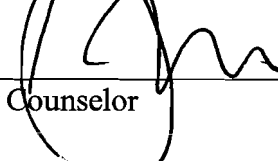
**COLUMBIA READY MIX**

by   
 title Manager  
 address \_\_\_\_\_  
 \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

  
 County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk *rs*

**AUDITOR CERTIFICATION**

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

  
 Signature *by eg*

4/19/06  
 Date

2040/26000 Term/Supply

Appropriation Account

4. **Response Form**

4.1. Company Name: Columbia Ready Mix

4.2. Address: 2600 N. Stadium Dr.

4.3. City/Zip: Columbia, MO 65202

4.4. Phone Number: 573-446-0919

4.5. Fax Number: 573-446-0147

4.6. Federal Tax ID: 43-1765061

- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) LLC

4.7. **PRICING**  
**READY MIX CONCRETE**

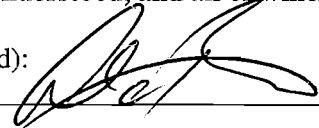
	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$ <u>65.65</u>	100 cubic yards	\$ <u>6,565.00</u>
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$ <u>68.00</u>	600 cubic yards	\$ <u>40,800.00</u>
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$ <u>70.00</u>	100 cubic yards	\$ <u>7,000.00</u>
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$ <u>15.75</u>		
4.7.5.2.	<b>Short Load Rate:</b>		\$ <u>40.00</u>		
4.7.5.2.1.	Less than one yard		\$ <u>40.00</u>		
4.7.5.2.2.	1-1/4 to 2 Yards		\$ <u>40.00</u>		
4.7.5.2.3.	2-1/4 to 3 Yards		\$ <u>40.00</u>		
4.7.5.2.4.	Holding Charges		\$ <u>55.00</u>		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over <u>5</u> mile apart (Bidder must complete the mileage blank)	Each	\$ <u>30.00</u>		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$ <u>3.50</u>		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$ _____		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$ 2.00		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$ 4.00		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$ 2.50		
4.7.6.6.	Indicate any additional charges not included above.				
			\$ _____		
			\$ _____		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$6.25	400	\$ 2,500.00
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$80.00	10	\$ 800.00
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$2.50	100	\$ 250.00
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$8.00	200	\$ 1,600.00
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$ n/a	200	\$ n/a
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$ 55.00	5	\$ 275.00
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$ 75.00	5	\$ 375.00
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$ 75.00	5	\$ 375.00

Maximum Percentage Increase for each potential renewal period:

4.9. n/a % 1<sup>st</sup> Renewal Period  
n/a % 2<sup>nd</sup> Renewal Period

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand): 

4.10.2. Type or Print Signed Name: DAVID BARNES

4.10.3. Today's Date: 3-21-06

4.11. Delivery Days After Receipt of Order: 1 DAY

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
       Yes                        X   No



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

## ***Request for Bid (RFB)***

***Heather Turner, CPPB, Senior Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **19-30MAR06**  
Commodity Title: **Ready Mix Concrete/Cement Term and Supply**

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

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### ***Bid Submission Address and Deadline***

Day / Date: **THURSDAY, MARCH 30, 2006**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

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### ***Bid Opening***

Day / Date: **THURSDAY, MARCH 30, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: Introduction and General Conditions of Bidding**
  - 2.0: Primary Specifications**
  - 3.0: Response Presentation and Review**
  - 4.0: Response Form**
- Standard Terms and Conditions**

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from May 1, 2006 through April 30, 2007 and may be automatically renewed for up to an additional two (2)-years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Ready Mix Concrete and Cement Products Term and Supply**.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from May 1, 2006 through April 30, 2007. This contract is subject to renew annually for two (2) additional two year periods following expiration of the first contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **DESIGNEE** - Chip Estabrooks, Manager, Road Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201. Phone (573) 449-8515.
- 2.5.1. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.6. **DELIVERY** - All items will be delivered to various locations within the County of Boone on an as needed basis and as determined by the Public Works department representative.
- 2.6.1. **Delivery Terms** - FOB Destination to various locations within the County of Boone - Missouri.
- 2.7. **PRICING** - Contract will be awarded on a firm price for the initial one-year contract period. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
  - 2.7.1. **Price Increase:** It shall be the responsibility of the Contractor to notify the County sixty (60) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
  - 2.7.2. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the transportation cost and/or unit price per cubic yard as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase Ready Mix Concrete/Cement from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
  - 2.7.3. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul Ready Mix Concrete/Cement at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor and may also award secondary contractors.

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**3. Response Presentation and Review**

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

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. **PRICING**

**READY MIX CONCRETE**

	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
4.7.1.	3500 PSI in 28 days (Five Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.2.	4500 PSI in 28 days (Six Bag Mix, minimum) <b>without transportation</b>	Cubic Yard	\$	600 cubic yards	\$
4.7.3.	3500 PSI in 3 hours (8 Bag Mix, minimum - High Early) <b>without transportation</b>	Cubic Yard	\$	100 cubic yards	\$
4.7.4.	<b>Maximum Delivery Time Included in Cost</b>	Hours			
4.7.5.	<b>Transportation</b>				
4.7.5.1.	<b>Full Load Rate: &gt; 3 CY/full load</b>	Full Load	\$		
4.7.5.2.	<b>Short Load Rate:</b>				
4.7.5.2.1.	Less than one yard		\$		
4.7.5.2.2.	1-1/4 to 2 Yards		\$		
4.7.5.2.3.	2-1/4 to 3 Yards		\$		
4.7.5.2.4.	Holding Charges		\$		
4.7.5.3.	Stop Rate (charge to stop at other job sites to complete the delivery over _____ mile apart (Bidder must complete the mileage blank)	Each	\$		
4.7.6.	<b>Extra Charges</b>				
4.7.6.1.	Hot water: Winter Service - Add	Cubic Yard	\$		
4.7.6.2.	Calcium Chloride, 1/2 % Add	Cubic Yard	\$		

4.7.6.3.	Calcium Chloride, 1% Add	Cubic Yard	\$		
4.7.6.4.	Calcium Chloride, 2% Add	Cubic Yard	\$		
4.7.6.5.	Retarder: Summertime - Add	Cubic Yard	\$		
4.7.6.6.	Indicate any additional charges not included above.				
			\$		
			\$		
4.8.	<b><u>PRICING - MISCELLANEOUS MATERIALS</u></b>				
	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Extended Price</b>
4.8.1.	Reinforcing Steel Rod 1/2 X 20'	Each	\$	400	\$
4.8.2.	Wire Mesh, 10 ga. 6" x 6" mesh	Each	\$	10	\$
4.8.3.	Expansion Board, 1/2" x 4" x 5'	Each	\$	100	\$
4.8.4.	Reinforcing Steel Rod, 5/8" x 20'	Each	\$	200	\$
4.8.5.	Reinforcing Steel Rod, 3/4" x 20'	Each	\$	200	\$
4.8.6.	5" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.7.	7" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$
4.8.9.	9" Loop Ties (5,000 per Roll)	Per Roll	\$	5	\$

Maximum Percentage Increase for each potential renewal period:

4.9. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

\_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.10.2. Type or Print Signed Name:

\_\_\_\_\_

4.10.3. Today's Date: \_\_\_\_\_

4.11. Delivery Days After Receipt of Order: \_\_\_\_\_

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No



## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

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

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***"No Bid" Response Form***

Heather Turner, CPPB, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 19-30MAR06**

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

25<sup>th</sup>

day of April

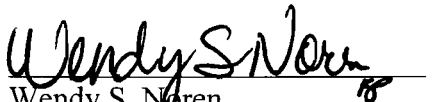
20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 17-28FEB06 Deed Record and Index Books to Mid-Continent Micrographics, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

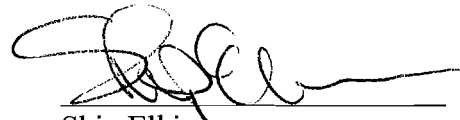
Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kerth Scharre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

25<sup>th</sup>

day of April

20 06

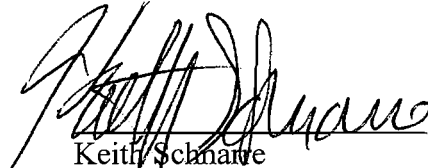
the following, among other proceedings, were had, viz:

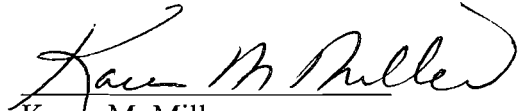
Now on this day the County Commission of the County of Boone does hereby approve the revised *Purchasing Policy Manual*. The main revision to the policy on page 12 is raising the small dollar purchase limit requiring three quotes from \$750 to \$2,500. State statute requires formal bids at \$4,500 and above. In the past, our County policy required the departments to get three written quotes if their purchase was \$750 to \$4,499.99. We are now requesting that small dollar limit be \$2,500.

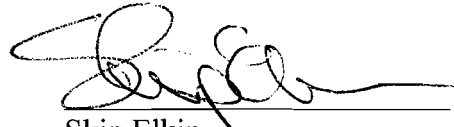
Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnare  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06


In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

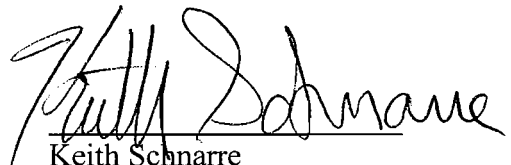
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award the maintenance agreement for our Mobile Data Terminals to BIO-Key, sole source #63-123106SS. This maintenance agreement is for the period April 1, 2006 through March 31, 2007. Total price for contract term is \$9,448.20. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

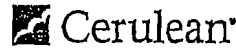
  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner





October 1, 2004

*It is with much excitement and great enthusiasm to share with you BIO-key's acquisition of Aether's Mobile Government (AMG) Division. You already know Aether's tradition as a market leader in wireless mobile data solutions for law enforcement and records management for Fire and EMS.*

*Who you may not know, is BIO-key International. Our Public Safety Group markets a series of innovative applications for first responders, enabling access to state, federal and local databases over wireless networks. In addition, we are a world leader in developing and licensing advanced biometric finger identification technology. Our high performance, scalable, and cost effective solutions accurately identify and authenticate users, improving security and privacy.*

*It is the synergy between our companies, combined with a stable of strategic partnerships and our team of professional and talented employees, that the fit for this acquisition is nothing less than extraordinary. Your decision to choose Aether as your supplier will pay dividends as the newly created union with BIO-key takes shape. Our combined solutions are deployed in over 2,500 police, fire and emergency services departments in North America, making us the leading supplier of records management, mobile and wireless solutions for public safety worldwide.*

*In the coming weeks, we will be sharing additional information with you on our comprehensive family of products and services. Our combined companies will be the foundation of many new technologies and services that will enhance your current BIO-key, Aether, Cerulean, and Sunpro solutions.*

*As with all change comes anticipation. The main message I wish to convey to you is our commitment to ensure the stability of our service as we integrate the two companies and associated products into one comprehensive, cohesive offering. You are important to us and your satisfaction is the key to our joint success as we move forward. If you have questions or concerns about any issue, I invite you to contact me at 800 400.6311.*

*We appreciate and thank you for your business and look forward to serving you in the future.*

Michael W. DePasquale  
Chief Executive Officer

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **DWI Checkpoint/Saturation** funding grant application with Missouri Department of Transportation Office of Highway Safety for 2006/2007.

Done this 25<sup>th</sup> day of April, 2006.

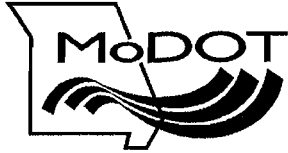
ATTEST:

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

Keith Schnarre  
 Keith Schnarre  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner



Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

### COUNTY AUTHORIZATION

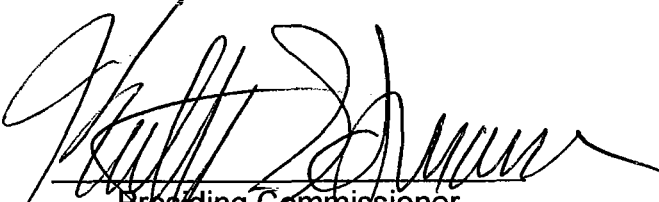
On April 25, \_\_\_\_\_, 2006 the County Commission of Boone \_\_\_\_\_  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Presiding Commissioner



**Highway Safety  
Law Enforcement Grant Application  
October 1, 2006 through September 30, 2007**  
(Application due by May 1)

Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000

Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: BBRAUN@BOONECOUNTYMO.ORG

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: ALL DRIVERS ON ROADWAYS WITHIN BOONE COUNTY  
(i.e. Speeders, Aggressive Drivers, Young Drivers)

**Select a project activity for which your agency is requesting funding.**

Other

If Other, please briefly describe: CHECKPOINT / SATURATION COMBINATION

- |  |     |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy?        | Yes |
| 3. Is your law enforcement agency reporting to STARS?                      | Yes |
| 4. Is your law enforcement agency submitting UCR information?              | Yes |

Traffic Enforcement Baseline Summary			
For most current 12-month period From:		<u>1/1/2005</u> DD/MM/YYYY	To: <u>12/31/2005</u> DD/MM/YYYY
<b><u>Hazardous Moving Violations Data:</u></b>		<b><u>Crash Data:</u></b>	
DWI Violations	<u>124</u>	# Total Crashes	<u>190</u>
Speeding Violations	<u>1481</u>	# Total Fatal Crashes	<u>4</u>
Other HMV Violations	<u>1609</u>	# Total Injury Crashes	<u>72</u>
		# Total Speed Crashes	<u>74</u>
		# Speed Fatal Crashes	<u>4</u>
		# Speed Injury Crashes	<u>38</u>
<b><u>Occupant Restraint Violations Data:</u></b>		# Total Alcohol Crashes	<u>16</u>
Child Restraint Violations	<u>30</u>	# Alcohol Fatal Crashes	<u>3</u>
Seat Belt Violations	<u>401</u>	# Alcohol Injury Crashes	<u>11</u>
Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>26</u>
Total # of full-time Patrol and Traffic Officers	<u>35</u>	Total # of In-Car Video Cameras	<u>26</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>3</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

Dwayne Carey

**Authorizing Official**

**Authorizing Official Signature**

Sheriff of Boone County  
**Title of Authorizing Official**

## PROBLEM IDENTIFICATION

Your Problem ID *should* very clearly indicate: *What* is the Problem? *Where* is the problem occurring? *When* is the problem occurring? *Who* and/or *What* is causing the problem? It should not explain what you plan to do to solve the problem. Use this section to also provide any *background information*—relative to traffic safety—about your community, agency, demographics, how the problem got started, etc.

---

THE PROBLEM IS THE NUMBER OF ALCOHOL RELATED FATALITY AND INJURY CRASHES OCCURRING ON PUBLIC ROADWAYS WITHIN BOONE COUNTY. IN 2002 THERE WERE 2 ALCOHOL RELATED FATAL CRASHES AND 1 RELATED TO SPEED AND INATTENTION. IN 2003 AND 2004 NO FATALITIES OCCURRED. THE NUMBER OF ALCOHOL RELATED CRASHES DURING 2003 WAS 25, IN 2004 THE TOTAL WAS 19 INJURY CRASHES. THE NUMBER OF FATALITY CRASHES AND INJURY CRASHES WITH ALCOHOL INVOLVED WAS REDUCED IN 2003 AND 2004. IN 2005 THERE WERE 4 FATALITY CRASHES ALL 4 WERE SPEED RELATED AND 3 OF THE 4 WERE ALCOHOL AND/OR DRUG RELATED. ALCOHOL RELATED INJURY CRASHES TOTALED 11 CRASHES. THE TIMES OF THE ALCOHOL CRASHES DID NOT SUGGEST ANYTHING OTHER THAN THEY OCCURRED ANYTIME OF ANYDAY. THE FATALITY CRASHES OCCURRED AT 1645 HOURS, 0220 HOURS, 0030 HOURS AND 1920 HOURS. TWO WERE ON CREEPY SPRINGS ROAD, ONE WAS ON SCOTTS BLVD AND ONE WAS ON JAY JAY ROAD.

**LAW ENFORCEMENT STATISTICAL DATA  
PROBLEM IDENTIFICATION**

---

**High Crash Location(s):**  
ALL COUNTY ROADWAYS

**Traffic Crash Data** should be relative to the high crash locations identified above:

**Note:** The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

**Time of Day**

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
10	8	6	16	22	14	14	15	34	26	13	10	2	190

**Day of Week**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
27	24	27	32	30	26	24	0	190

**Month of Year**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	16	21	15	20	11	14	13	22	20	10	14	190



## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **GOALS: (Goals must be set for each activity and must be measurable)**

- Decrease fatality crashes related to these offenses by 0 % over baseline data
- Decrease serious injury crashes related to these offenses by        % over baseline data
- Other DECREASE TOTAL NUMBER OF CRASHES IN BOONE COUNTY BY 5% OVER BASELINE DATA.

### **OBJECTIVES:**

1. Targeted Population (i.e., speeders, aggressive drivers, young drivers):  
INTOXICATED DRIVERS (EITHER ALCOHOL OR CONTROLLED SUBSTANCE)
2. Enforcement Location(s):  
PUBLIC ROADWAYS WITHIN BOONE COUNTY
3. Number of Officers assigned to each enforcement period:  
CHECKPOINTS - 19 DEPUTIES, 1 SUPERVISOR & 1 COMMUNICATIONS OPERATOR  
SATURATIONS - 5 DEPUTIES
4. Times of enforcement periods:  
2200 HOURS THRU 0300 HOURS FOR BOTH ACTIVITIES
5. Duration of each enforcement period:  
5 HOURS
6. Number of enforcement periods per month:  
1
7. Days of week selected for enforcement periods:  
FRIDAY OR SATURDAY
8. Months (or special event) selected for enforcement periods:  
MAY THRU SEPTEMBER
9. Equipment, promotional, or supply items requested for this project:  
NONE

## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **PROJECT NARRATIVE:**

**Provide a brief description of how the objectives will be performed. (Please Limit to One Page)**  
THE COMBINATION OF CHECKPOINTS AND SATURATIONS HAS BEEN THE ALCOHOL ENFORCEMENT PROGRAM FOR THE DEPARTMENT FOR THE LAST TWO YEARS. THE COMBINATION WORKS WELL AS THE SATURATIONS LET DEPARTMENT PERSONNEL GET INTO THOSE AREAS WHERE IT IS DIFFICULT TO HAVE A CHECKPOINT. THE CHECKPOINTS LET THE DEPARTMENT BE VERY VISIBLE IN THE CONTINUING EFFORT TO REDUCE THE NUMBER OF INTOXICATED DRIVERS ON THE ROADWAYS.

CHECKPOINTS - TWO LOCATIONS WOULD BE SELECTED FOR THESE ACTIVITIES AFTER LOOKING AT THE ALCOHOL RELATED INCIDENTS OCCURING IN BOONE COUNTY. IF POSSIBLE BOTH DIRECTIONS WOULD BE STOPPED AND ALL DRIVERS WOULD BE CONTACTED. THE ORGANIZATION OF THE CHECKPOINT WOULD BE AS FOLLOWS: 1 SUPERVISOR, 1 BATVAN/BREATH ALCOHOL INSUTRUMENT OPERATOR, 2 SFST OFFICERS, 2 BOOKING OFFICERS AND 14 LINE OFFICERS. OTHER ASSIGNMENTS WOULD BE FILLED OUT WITH VOLUNTEERS FROM DEPARTMENT PERSONNEL. A DRIG RECOGNITION EXPERT WOULD ALSO BE ASSIGNED TO THE CHECPOINT TO PERFORM A DRUG EVALUATION IF NECESSARY.

SATURATIONS - FIVE DEPUTIES WOULD BE ASSIGNED TO SATURATION PATROL. CONCENTRATING IN AREAS WITHIN BOONE COUNTY WHERE ALCOHOL RELATED CRASHES/INCIDENTS HAVE OCCURRED. A BRIEFING WOULD BEGIN AT 2200 HOURS AND THEN DEPUTIES WOULD BEGIN THE SATURATION ACTIVITY. THE SATURATION WOULD CONTINUE UNTIL 0300 HOURS.

## EVALUATION

**State how your agency will evaluate the success of this project.**

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THE SHERIFF' S DEPARTMENT TRAFFIC UNIT WOULD LOOK AT AND COMPARE THE NUMBER OF ALCOHOL RELATED ACCIDENTS WITHIN THE COUNTY TO PREVIOUS YEARS STATISTICS.

**In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:**

- 1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)**
- 2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)**
- 3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required**
- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)**
- 5. Attaining the Goals set forth in this contract\***
- 6. Accomplishing the Objectives\* established to meet the project Goals, such as:**
  - Enforcement activities (planned activities compared with actual activities)**
  - Programs (number and success of programs held compared to planned programs, evaluations if available)**
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)**
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)**
  - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)**
  - Other (any other information or material that supports the Objectives)**

**Evaluation results will be used to determine:**

- The success of this type of activity in general and this particular project specifically;**
- Whether similar activities should be supported in the future; and**
- Whether grantee will receive funding for future projects.**

---

**\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.**



**BUDGET PROPOSAL - \*\*CONTINUED\*\***

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Requested
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
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			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>TOTAL</b>			<b>\$9,266.80</b>	<b>\$0.00</b>	<b>\$9,266.80</b>



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

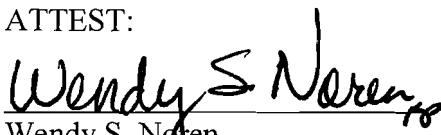
Term. 20 06

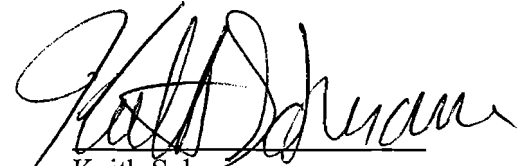
In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06  
 the following, among other proceedings, were had, viz:

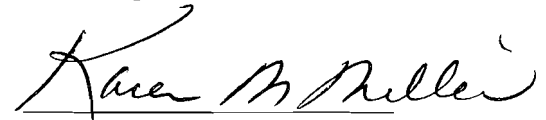
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **Hazardous Moving Violation** funding grant application with Missouri Department of Transportation Office of Highway Safety for 2006/2007.

Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

### COUNTY AUTHORIZATION

On April 25, \_\_\_\_\_, 2006 the County Commission of Boone \_\_\_\_\_  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Presiding Commissioner





**Highway Safety  
Law Enforcement Grant Application  
October 1, 2006 through September 30, 2007**  
(Application due by May 1)

Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000

Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: BBRAUN@BOONECOUNTYMO.ORG

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: ALL DRIVERS ON ROADWAYS WITHIN BOONE COUNTY  
(i.e. Speeders, Aggressive Drivers, Young Drivers)

**Select a project activity for which your agency is requesting funding.**

Hazardous Moving Violation

If Other, please briefly describe:

- |  |     |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy?        | Yes |
| 3. Is your law enforcement agency reporting to STARS?                      | Yes |
| 4. Is your law enforcement agency submitting UCR information?              | Yes |

**Traffic Enforcement Baseline Summary**

For most current 12-month period From: 1/1/2005 To: 12/31/2005  
DD/MM/YYYY DD/MM/YYYY

**Hazardous Moving Violations Data:**

DWI Violations	<u>124</u>
Speeding Violations	<u>1481</u>
Other HMV Violations	<u>1609</u>

**Crash Data:**

# Total Crashes	<u>190</u>
# Total Fatal Crashes	<u>4</u>
# Total Injury Crashes	<u>72</u>
# Total Speed Crashes	<u>74</u>
# Speed Fatal Crashes	<u>4</u>
# Speed Injury Crashes	<u>38</u>
# Total Alcohol Crashes	<u>16</u>
# Alcohol Fatal Crashes	<u>3</u>
# Alcohol Injury Crashes	<u>11</u>

**Occupant Restraint Violations Data:**

Child Restraint Violations	<u>30</u>
Seat Belt Violations	<u>401</u>

Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>26</u>
Total # of full-time Patrol and Traffic Officers	<u>35</u>	Total # of In-Car Video Cameras	<u>26</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>3</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

Dwayne Carey

**Authorizing Official**

**Authorizing Official Signature**

Sheriff of Boone County

**Title of Authorizing Official**

## PROBLEM IDENTIFICATION

Your Problem ID *should* very clearly indicate: *What* is the Problem? *Where* is the problem occurring? *When* is the problem occurring? *Who* and/or *What* is causing the problem? It should not explain what you plan to do to solve the problem. Use this section to also provide any *background information*—relative to traffic safety—about your community, agency, demographics, how the problem got started, etc.

---

THE NUMBER OF CRASHES THAT HAVE OCCURRED ON COUNTY MAINTAINED ROADWAYS OVER THE LAST YEAR HAVE NOT DECREASED SIGNIFICANTLY. THE UNDERLYING CAUSES FOR THE CRASHES STILL REMAIN CONSISTENT WITH THE LAST SEVERAL YEARS, SPEED AND ALCOHOL. LOOKING AT THE CRASH STATISTICS THERE ARE NO SIGNIFICANT PROBLEM AREAS. THE CRASHES OCCUR THROUGHOUT THE COUNTY WITH NO SPECIFIC AREA IDENTIFIED AS A PROBLEM. COUNTY MAINTAINED ROADWAYS AS WELL AS SUBDIVISIONS WOULD BE THE EMPHASIS FOR THIS PROJECT.

ACCIDENT STATISTICS SHOW MOST OF THE CRASHES ARE OCCURRING DURING THE HOURS OF 1400 HOURS TILL 2000 HOURS, THE TIME FOR RESIDENTS TO LEAVE WORK AND RETURN HOME. THERE WAS ALSO ANOTHER TIME OF DAY WHERE A SIGNIFICANT AMOUNT OF CRASHES OCCUR, BETWEEN 0800 AND 1000 HOURS.

**LAW ENFORCEMENT STATISTICAL DATA  
PROBLEM IDENTIFICATION**

---

**High Crash Location(s):**  
ALL COUNTY ROADWAYS

**Traffic Crash Data** should be relative to the high crash locations identified above:

**Note:** The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

**Time of Day**

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
10	8	6	16	22	14	14	15	34	26	13	10	2	190

**Day of Week**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
27	24	27	32	30	26	24	0	190

**Month of Year**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	16	21	15	20	11	14	13	22	20	10	14	190

## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **GOALS: (Goals must be set for each activity and must be measurable)**

- Decrease fatality crashes related to these offenses by 0 % over baseline data
- Decrease serious injury crashes related to these offenses by        % over baseline data
- Other DECREASE TOTAL NUMBER OF CRASHES IN BOONE COUNTY BY 5% OVER BASELINE DATA.

### **OBJECTIVES:**

1. Targeted Population (i.e., speeders, aggressive drivers, young drivers):  
HAZARDOUS MOVING VIOLATORS ON COUNTY ROADWAYS
2. Enforcement Location(s):  
PUBLIC ROADWAYS WITHIN BOONE COUNTY
3. Number of Officers assigned to each enforcement period:  
4 DEPUTIES & 1 COMMUNICATIONS OPERATOR
4. Times of enforcement periods:  
1500 HOURS -1900 HOURS
5. Duration of each enforcement period:  
4 HOURS
6. Number of enforcement periods per month:  
2
7. Days of week selected for enforcement periods:  
MONDAY THRU FRIDAY
8. Months (or special event) selected for enforcement periods:  
ALL
9. Equipment, promotional, or supply items requested for this project:  
NONE

## **LAW ENFORCEMENT PROJECT DESCRIPTION**

---

### **PROJECT NARRATIVE:**

**Provide a brief description of how the objectives will be performed. (Please Limit to One Page)**  
OPERATION SLOW DOWN HAS BEEN BOONE COUNTY'S HAZARDOUS MOVING VIOLATION PROJECT FOR THE LAST SEVERAL YEARS. FOUR DEPUTIES WORKING TWO TIMES A MONTH FOR FOUR HOURS DURING EACH ENFORCEMENT ACTIVITY HAS BEEN THE STANDARD. THE TIME FRAME OF 1500-1900 HOURS WOULD TARGET THE TIME WHEN MOST OF THE CRASHES ARE OCCURRING ON THE PUBLIC ROADWAYS OF BOONE COUNTY. DURING THIS TIME CHILDREN ARE BEING RELEASED FROM SCHOOL AND RESIDENTS ARE LEAVING WORK RETURNING HOME FOR THE DAY. AN INCREASED PRESENCE OF DEPUTIES WORKING TRAFFIC DURING THIS TIME PERIOD WOULD MAKE RESIDENTS MORE AWARE OF THE DRIVING HABITS. DEPARTMENTAL PERSONNEL ASSIGNED TO THE ACTIVITIES WOULD ALSO BE ABLE TO CONDUCT PUBLIC RELATIONS WITHIN ESTABLISHED COUNTY SUBDIVISIONS.

## EVALUATION

**State how your agency will evaluate the success of this project.**

---

THE SHERIFF' S DEPARTMENT TRAFFIC UNIT WILL LOOK AT AND COMPARE THE NUMBER OF ACCIDENTS WITHIN THE COUNTY TO PREVIOUS YEARS STATISTICS.

**In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:**

- 1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)**
- 2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)**
- 3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required**
- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)**
- 5. Attaining the Goals set forth in this contract\***
- 6. Accomplishing the Objectives\* established to meet the project Goals, such as:**
  - Enforcement activities (planned activities compared with actual activities)**
  - Programs (number and success of programs held compared to planned programs, evaluations if available)**
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)**
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)**
  - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)**
  - Other (any other information or material that supports the Objectives)**

**Evaluation results will be used to determine:**

- The success of this type of activity in general and this particular project specifically;**
- Whether similar activities should be supported in the future; and**
- Whether grantee will receive funding for future projects.**

---

**\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.**



**BUDGET PROPOSAL - \*\*CONTINUED\*\***

<b>Budget Line Item Detail (i.e. Overtime Hours, Radar Units)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Per Line Item</b>	<b>Matching Funds</b>	<b>Federal Funds Requested</b>
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>TOTAL</b>			<b>\$12,519.36</b>	<b>\$0.00</b>	<b>\$12,519.36</b>





**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06  
 the following, among other proceedings, were had, viz:

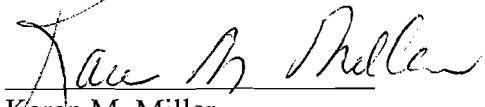
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the **Full Time Two Person Traffic Unit** funding grant application with Missouri Department of Transportation Office of Highway Safety for a second year.


Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

161-2006



Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

### COUNTY AUTHORIZATION

On April 25, 2006 the County Commission of Boone  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Presiding Commissioner



**Highway Safety  
Law Enforcement Grant Application  
October 1, 2006 through September 30, 2007**  
(Application due by May 1)

Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

Agency: BOONE COUNTY SHERIFF'S DEPARTMENT Agency ORI#: MO0100000

Address: 2121 COUNTY DRIVE Federal Tax ID#: 436000349

City: COLUMBIA State: MO Zip: 65202 County: BOONE

Phone: 573-875-1111 Fax: 573-874-8953

Contact Person: CAPT. BEVERLY BRAUN Email: BBRAUN@BOONECOUNTYMO.ORG

Jurisdiction: Rural Jurisdiction Population: 150,000

Targeted Population: ALL DRIVERS ON ROADWAYS WITHIN BOONE COUNTY  
(i.e. Speeders, Aggressive Drivers, Young Drivers)

**Select a project activity for which your agency is requesting funding.**

Other

If Other, please briefly describe: FULL TIME TRAFFIC UNIT

- |  |     |
|--|-----|
| 1. Does your agency have an internal safety belt policy for all personnel? | Yes |
| 2. Does your law enforcement agency have a racial profiling policy?        | Yes |
| 3. Is your law enforcement agency reporting to STARS?                      | Yes |
| 4. Is your law enforcement agency submitting UCR information?              | Yes |

**Traffic Enforcement Baseline Summary**

For most current 12-month period From: 1/1/2005 To: 12/31/2005  
DD/MM/YYYY DD/MM/YYYY

**Hazardous Moving Violations Data:**

DWI Violations	<u>124</u>
Speeding Violations	<u>1481</u>
Other HMV Violations	<u>1609</u>

**Crash Data:**

# Total Crashes	<u>190</u>
# Total Fatal Crashes	<u>4</u>
# Total Injury Crashes	<u>72</u>
# Total Speed Crashes	<u>74</u>
# Speed Fatal Crashes	<u>4</u>
# Speed Injury Crashes	<u>38</u>
# Total Alcohol Crashes	<u>16</u>
# Alcohol Fatal Crashes	<u>3</u>
# Alcohol Injury Crashes	<u>11</u>

**Occupant Restraint Violations Data:**

Child Restraint Violations	<u>30</u>
Seat Belt Violations	<u>401</u>

Total # of full-time Law Enforcement Officers	<u>35</u>	Total # of Radars/Lasers	<u>26</u>
Total # of full-time Patrol and Traffic Officers	<u>35</u>	Total # of In-Car Video Cameras	<u>26</u>
Total # of Officers available for overtime enforcement	<u>35</u>	Total # of PBT's	<u>3</u>
Total # of vehicles available for enforcement	<u>35</u>	Total # of Breathalyzers	<u>2</u>

Dwayne Carey

**Authorizing Official**

*Dwayne Carey*  
**Authorizing Official Signature**

Sheriff of Boone County

**Title of Authorizing Official**

## PROBLEM IDENTIFICATION

**Your Problem ID *should* very clearly indicate: *What* is the Problem? *Where* is the problem occurring? *When* is the problem occurring? *Who* and/or *What* is causing the problem? It should not explain what you plan to do to solve the problem. Use this section to also provide any *background information*—relative to traffic safety—about your community, agency, demographics, how the problem got started, etc.**

---

Boone County has experienced an increase in serious injury and fatality crashes in the past year. Statistics show that increases in the areas of Creasy Springs Road, US highway 63, and State Route Z have been in excess of 50%.

Boone County intends to continue to develop traffic unit to meet the expectations of the residents of Boone County and to also assist in meeting the goals of the Missouri Blueprint for Safer Roadways. In 2001 a study was conducted and one of the areas looked at was traffic enforcement. It was determined that "traffic enforcement should receive greater attention". The determination of the staffing study was that an additional two (2) Deputies be added for traffic enforcement.

The Traffic Unit statistics show that for the same time period, Jan 01, 2005 till March 31, 2005, on arrests and summonses issued, the Traffic Unit has increased the number of arrests for DWI by approximately 100% and the number of summonses for speed and other hazardous moving violations by about 50%.

The unit will not only conduct proactive traffic enforcement but also develop and coordinate special traffic enforcement activities to include the entire Department and also other local agencies.

**LAW ENFORCEMENT STATISTICAL DATA  
PROBLEM IDENTIFICATION**

---

**High Crash Location(s):**  
ALL COUNTY ROADWAYS

**Traffic Crash Data** should be relative to the high crash locations identified above:

**Note:** The total columns for Time of Day, Day of Week, and Month of Year should all be the same.

**Time of Day**

12 am to 2 am	2 am to 4 am	4 am to 6 am	6 am to 8 am	8am to 10am	10am to 12pm	12pm to 2 pm	2 pm to 4 pm	4 pm to 6 pm	6 pm to 8 pm	8 pm to 10pm	10pm to 12am	Unk	Total
10	8	6	16	22	14	14	15	34	26	13	10	2	190

**Day of Week**

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Unk	Total
27	24	27	32	30	26	24	0	190

**Month of Year**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
14	16	21	15	20	11	14	13	22	20	10	14	190

## LAW ENFORCEMENT PROJECT DESCRIPTION

---

### **GOALS: (Goals must be set for each activity and must be measurable)**

- Decrease fatality crashes related to these offenses by 0 % over baseline data
- Decrease serious injury crashes related to these offenses by        % over baseline data
- Other DECREASE TOTAL NUMBER OF CRASHES IN BOONE COUNTY BY 5% OVER BASELINE DATEA.

### **OBJECTIVES:**

1. Targeted Population (i.e., speeders, aggressive drivers, young drivers):  
MOTORING PUBLIC UTILIZING PUBLIC ROADWAYS IN BOONE COUNTY
2. Enforcement Location(s):  
COUNTY WIDE
3. Number of Officers assigned to each enforcement period:  
3
4. Times of enforcement periods:  
ALL TIMES
5. Duration of each enforcement period:  
ALL
6. Number of enforcement periods per month:
7. Days of week selected for enforcement periods:  
ALL
8. Months (or special event) selected for enforcement periods:  
ALL
9. Equipment, promotional, or supply items requested for this project:  
NONE

## LAW ENFORCEMENT PROJECT DESCRIPTION

---

### **PROJECT NARRATIVE:**

**Provide a brief description of how the objectives will be performed. (Please Limit to One Page)**

The proactive traffic unit will develop projects that retard the traffic crashes with saturations, sobriety checkpoints, speed enforcement and traffic education. Coordinated efforts with other local agencies, The Columbia Police Department, State Highway Patrol and other local agencies, will be developed and implemented in high crash areas as defined by statistics. Project ideas include multi-departmental activities (i.e. checkpoints, saturations, hazardous moving enforcement). The Traffic Unit would also continue to participate in statewide initiatives to include Click It or Ticket campaign, Drink & Drive - You Lose campaign and other statewide and nationwide campaigns.

This project will be a three (3) year partnership with the Office of Highway Safety based on a 100% first year (COMPLETED), 75% second year and a 50 % third year contract.



## EVALUATION

**State how your agency will evaluate the success of this project.**

---

THE SHERIFF' S DEPARTMENT TRAFFIC UNIT WITH LOOK AT AND COMPARE THE NUMBER OF ACCIDENTS AND TRAFFIC ARRESTS AND SUMMONSES ISSUED WITHIN THE COUNTY TO PREVIOUS YEARS STATISTICS.

**In addition to the agency evaluation, the Missouri Highways and Transportation Commission (MHTC) will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:**

- 1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)**
- 2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)**
- 3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required**
- 4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)**
- 5. Attaining the Goals set forth in this contract\***
- 6. Accomplishing the Objectives\* established to meet the project Goals, such as:**
  - Enforcement activities (planned activities compared with actual activities)**
  - Programs (number and success of programs held compared to planned programs, evaluations if available)**
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)**
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation equipment use and frequency of use)**
  - Public awareness activities (media releases, promotional events, incentive items or educational materials produced or purchased)**
  - Other (any other information or material that supports the Objectives)**

**Evaluation results will be used to determine:**

- The success of this type of activity in general and this particular project specifically;**
- Whether similar activities should be supported in the future; and**
- Whether grantee will receive funding for future projects.**

---

**\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.**



**BUDGET PROPOSAL - \*\*CONTINUED\*\***

Budget Line Item Detail (i.e. Overtime Hours, Radar Units)	Quantity	Unit Cost	Total Per Line Item	Matching Funds	Federal Funds Requested
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>TOTAL</b>			<b>\$97,363.52</b>	<b>\$24,340.88</b>	<b>\$73,022.64</b>



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

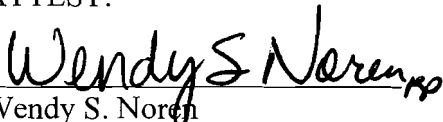
In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06  
the following, among other proceedings, were had, viz:

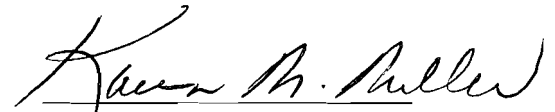
Now on this day the County Commission of the County of Boone does hereby approve the request to extend the closing of tax rolls from May 15, 2006 to May 31, 2006 pursuant to Missouri State Statute Section 137.335.

Done this 25<sup>th</sup> day of April, 2006.

  
Keith Schmarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# *Missouri Revised Statutes*

## Chapter 137 Assessment and Levy of Property Taxes Section 137.335

August 28, 2004

---

### **Blanks for assessment to be designed by state tax commission--time of making assessment.**

137.335. The state tax commission shall design the necessary assessment blanks, which shall contain a classification of all tangible personal property, and the blanks shall be furnished to the county assessor sixty days before January first of each year. After receiving the form of the assessment blanks, the assessor or his deputies shall, between the first day of January and the fifteenth day of May of each year, unless the time be extended for good cause shown by order of the county commission for a period expiring not later than May thirty-first, make and complete a list of all real and tangible personal property taxable by the county and assess the property at its true value in money.

(L. 1945 p. 1930 § 4, A.L. 1959 H.B. 108)

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© Copyright



Missouri General Assembly

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

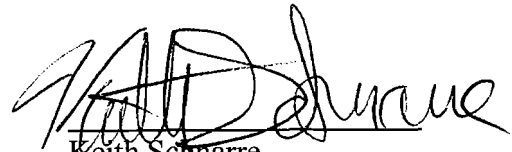
Term. 20 06

In the County Commission of said county, on the 25<sup>th</sup> day of April 20 06

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

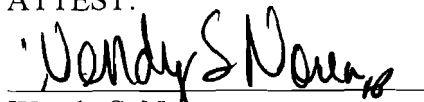
Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation for National Volunteer Week, April 23- 19, 2006.

Done this 25<sup>th</sup> day of April, 2006.



Keith Schmarre  
Presiding Commissioner

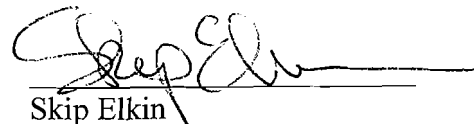
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

25<sup>th</sup>

day of April

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on May 5, 2006 from 10:00 a.m. until 12:00 p.m. for the Boone County Foster Parent Support Group. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 25<sup>th</sup> day of April, 2006.

ATTEST:

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

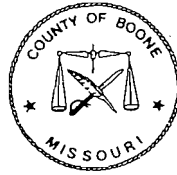
Keith Schmarre  
Keith Schmarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



May 5  
10-12:00  
AM

167-2006

Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

10-12:00 PM

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Ribbon Tying and Balloon Release

Date(s) of Use: May 5, 2006 or May 8<sup>th</sup> 2006 - will consider other dates if these are not available

Time of Use: From: 11<sup>00</sup> or 3<sup>00</sup> a.m./p.m. thru 2<sup>00</sup> or 7<sup>00</sup> a.m./p.m.

Facility requested:  Courthouse Grounds -  Courtyard Square -  Chambers -  Chambers Atrium -  Rm220 -  Rm208 -  Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Boone County Foster Parent Support Group

Organization Representative/Title: Becky Bayles, Treasurer

Address/Phone Number: 4342 Southview Dr Columbia MO 65203  
(416-1623) (289-3542)

Date of Application: 4/20/06

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy Schnarre  
County Clerk

Keith Schnarre  
County Commissioner

DATE: 4-25-06

April 19, 2006

Dear Ms. Richards,

I am writing this letter on behalf of the Boone County Foster Parent Support Group. We would like to request use of the courthouse square to acknowledge local foster parents and promote awareness of the need for more foster parents as May is National Foster Care Month. It is our hope to conduct a balloon release and also the turquoise ribbons either on a tree or columns in front of the court house. The turquoise ribbons are in conjunction with a national campaign. Our preference for dates are either May 5<sup>th</sup> or 8<sup>th</sup> around 12:00 or 5:00, however we are flexible if these dates are already booked.

Thank you so much for your consideration. I look forward to hearing from you

*Becky Boyles*  
Becky Boyles, Treasurer  
4342 Southview Dr  
Columbia, MO 65203  
476-1623 (home)  
289-3542 (cell)