

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned Term

Term. 2006

County of Boone

In the County Commission of said county, on the

3rd

day of

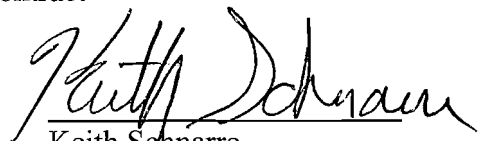
July

20 06

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

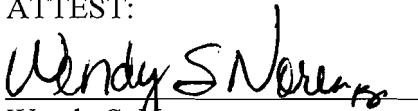
Now on this day the County Commission of the County of Boone does hereby award Bid 53-19JUN06 Hydraulic Sliding Axle Trailer to Dakota Manufacturing. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract

Done this 3rd day of July 2006.

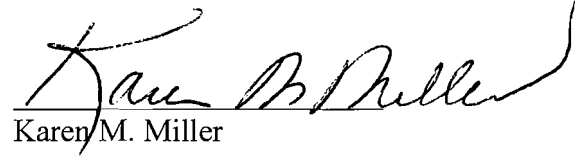


Keith Schnarre
Presiding Commissioner

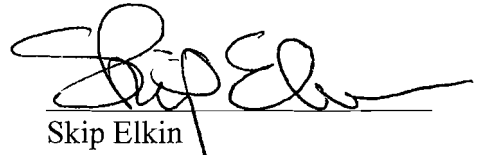
ATTEST:



Wendy S. Moren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
2006 Heavy Duty Hydraulic Sliding Axle Trailer**

THIS AGREEMENT dated the 3 day of July 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dakota Manufacturing**, 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 the Hydraulic Sliding Axle Trailer, bid number **53-19JUN06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated June 14, 2006 and executed by Chris Pollreisz, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.7.1. – Trailer as per Section 2 \$44,900.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 150 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

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:

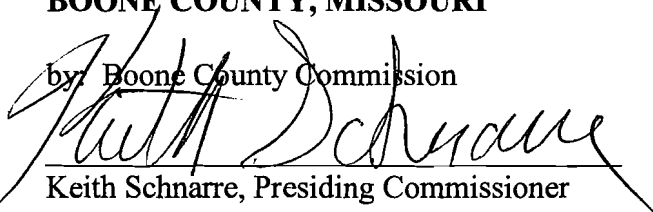
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

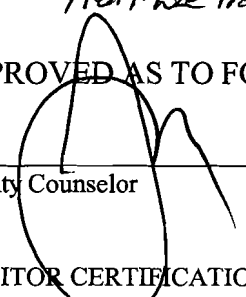
DAKOTA MANUFACTURING

by 
title District Sales Manager
Trail-fee Trailers

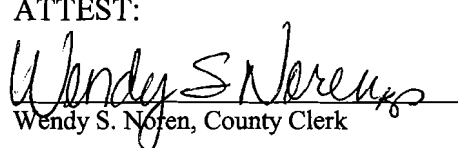
BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

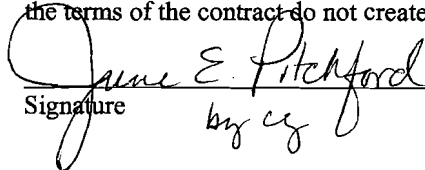

County Counselor

ATTEST:


Wendy S. Nofen, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)


Signature by cej

6/28/06
Date

2040/91300 - \$44,900.00

Appropriation Account

4. Response Form

4.1. Company Name:

Trail-Eze Trailers dba Dakota Manufacturing

4.2. Address:

1909 S Rowley PO Box 1188

4.3. City/Zip:

Mitchell, SD 57301

4.4. Phone Number:

800-232-5682 cell-605-989-3337

4.5. Fax Number:

605-916-5572

4.6. E-mail Address:

Chrispollreis@traileze.com

4.7. Federal Tax ID:

46-027-7591

4.7.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.8. PRICING

Price

4.8.1. Trailer as per Section 2.

\$44,900 w/ freight + included

4.9. Describe Warranty Features of all Items:

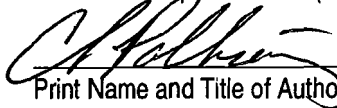
5 year pro-rated major structural warranty

4.10. Describe Any Deviations

N/A

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 Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):

 _____ Date: 6/14/2006
Print Name and Title of Authorized Representative

Chris Pollreisz - District Sales Manager

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

4.13. Delivery ARO: 150 Days

Trail-EZE TRAILERS

1909 South Rowley~Mitchell, SD 57301

1-800-232-5682~FAX 605-996-5572

www.traileze.com

QUOTE#: cp62-06

PO#:

JOB#:

DATE: 6-2-06

SOLD TO	: Boone County Purchasing Dept/ Johnson Building	SHIP TO	: Boone Co. Public Works, Maint. Operation Div
	: 601 E Walnut, Room 209		: 5551 Hwy 63 South
	: Columbia, MO 65201		: Columbia, MO 65201
	<i>Attn:</i> Heather Turner		<i>Attn:</i> Greg Edington
	<i>Phone:</i> 573-886-4392		<i>Phone:</i> 573-449-8515 Ext- 226
	<i>Fax:</i>		<i>Fax:</i>
Sales Person: Chris Pollreisz			
Serial Number:			
Model: TE801		: 40,900	
	Overall Length: 48'	Width: 102"	
	Winch: 12,000# Hydraulic with 100' cable	Location: Front of the upper deck	: 75
	Tire Size: (8)235/75Rx17.5 Rated capacity at 5,675# each		: 330
	Wheel Size: (8)6.75x17.5 Pilot mount		:
	Deck Material: 1 1/2" Oak- Flush mounted		:
	Loading Ramp: Full width 3/4" steel knife edge with 4 chain slots across the rear		: 150
	Unloaded Fifth-Wheel Height: 48"		:
	K.P. Setting: 18"	Swing Clearance: 80"	:
	Landing Gear: 2 Speed		:
	Spare Tire: no	Wheel: no	Rim: no
	Suspension: Air ride		:
	Brakes: 12 1/4x7 1/2" Air with auto slack adjusters, ABS and spring park brakes		:
	Axles: 2-25,000#		: 200
	Hydraulic Kit: Set to run off the PTO		:
	Special Features: 80,000# Distributed capacity with 50,000# concentrated in 10'		: 1,000
	: 36'6" Main deck length with a 37 1/2" unloaded deck height		:
	: Complete sealed beam light system with the mid ship turn signal		:
	: Stakepockets alternating with recessed D-Rings on 2' centers entire length of the trailer		: 960
	: Rubrail mounted entire length of trailer- Mounted flush w/ upper deck unless otherwise noted		: 960
	: 1 Removeable 2 position cable roller		:
	: Wireless remote control for the winch		: 250
	: 2 Tool boxes with 4- 1/4" lids recessed in the upper deck		: 200
	: I-Beam crossmembers on 12" centers		:
	: Delivered with Bill of Sale, MSO and one parts/ owners manual		:
	:		:
	:		:
	Paint Color and Stripe: 2 Part polyurethane- Standard black or white		:
5 year pro-rated major structural warranty			
Customer is responsible for off loading		TOTAL RETAIL PRICE	: 45,025
Will Ship: 150 Days			:
		TRAILER NET	: 44,100
Signature:		Freight	: 800
		Federal Excise Tax	: Exempt
Date:		TOTAL COST OF TRAILER	: 44,900
		Less Down-payment	: PO#
15% restocking fee on all cancelled orders		Less Trade	:
		BALANCE	: NET30

Over 30 Years Building Trailers To Work Like You Do!



TRAIL-EZE TRAILERS are intended for INDUSTRIAL AND COMMERCIAL use. This product is not warranted for applications covered by the MAGNUSON-MOSS WARRANTY ACT for personal, family or household purposes.

TRAIL-EZE Trailer Limited Warranty

DAKOTA MANUFACTURING CO., INC., as Manufacturer, warrants each new trailer to be free from defects in material and workmanship under normal use and service, with loads not exceeding Manufacturer's rated capacity and speed, for a period of six (6) months. (The LIMITED WARRANTY applies to defective parts and does not include labor to remove and install parts. This LIMITED WARRANTY applies only to the original user.)

The buyer expressly understands and agrees that, in the event of a defect in manufacture or material, the remedies are limited to repair or replacement, at the Manufacturer's option, such part or parts which examination shall disclose to Manufacturer's satisfaction to have been thus defective. Such part or parts shall be returned, transportation charges prepaid by the purchaser or authorized dealer, to the Manufacturer within (15) days from date of alleged failure, or discovery of alleged defect. All parts returned shall be accompanied by Model and Serial number of the trailer and a detailed description of the alleged defect or conditions of which alleged failure occurred.

ADDITIONAL FIVE YEARS LIMITED WARRANTY ON MAJOR STRUCTURAL FAILURE— Dakota Manufacturing further warrants the main frame of Trail-Eze trailers to be free from defects in material and workmanship under normal use and service with loads not exceeding manufacturer's rated capacity for a period of five years. This extended warranty does not include trailers subject to unusual conditions, i.e., constant tracked vehicle loads, frequent off the road use, and circumstances determined by the manufacturer to be excessive. All repairs will be made at plant of origin, freight to be paid by the customer. After 2 years use, the cost of repair will be pro-rated based on a 10 year life. (Example: Repaired at factory after 3 years, cost is borne 30 percent by customer and 70 percent by Dakota Manufacturing Co., Inc.)

The provisions of this LIMITED WARRANTY shall not apply to any trailer which has been subjected to misuse, negligence or accident, or which shall have been repaired or altered in any way so as, in the judgement of Manufacturer, to affect adversely its strength or stability.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE MANUFACTURER AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SUCH TRAILER.

This Limited Warranty does not include tires and tubes, as they are warranted separately by their manufacturers.

Date Sold _____ Serial No. _____ Model _____ Capacity _____ Lbs. equally distributed.

DAKOTA MANUFACTURING CO., INC.

1909 South Rowley Street

Mitchell, SD 57301

Dakota Manufacturing Co. Inc., reserves the right to change specifications, substitute equal or better quality without notice or obligation to prior models.

This portion to be filled out and returned to Dakota Manufacturing Co., Inc./Trail-Eze Trailers within 10 days after purchase or above warranty void. Cut along perforations.

PLEASE PRINT

Delivery Date: _____ Serial No.: _____ Model: _____

Purchaser's Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Trailer Sold By: _____

Street Address: _____

City: _____ State: _____ Zip: _____



19 South Rowley • Mitchell, South Dakota 57301 • (605) 996-5571 • Fax (605) 996-5572 • 1-800-ADAKOTA (Toll Free)
web site: www.trailleze.com • e-mail: sales@traileze.com

Warranty Procedure for Trail-EZE Trailers

Notify Trail-EZE Trailers IMMEDIATELY of any problem.

Information required:

1. Trailer model and serial number
2. If possible, copy of sales order
3. If possible, have an estimate prepared to have the trailer fixed.

Trail-EZE Trailers may require photographs of the problem for review before authorization is given.

Trail-EZE Trailers Warranty Department must authorize repairs or service "BEFORE" they are performed. Failure to establish authorization may result in a partial or complete loss of warranty coverage on this claim.

Once authorization is granted, get it repaired. Submit completion photographs, if previously requested, and a copy of your bill.

Trail-EZE Trailers will promptly reimburse you for all authorized expenses.

Please forward all warranty correspondence to:

Rick Heying
Service & Warranty Coordinator
Trail-EZE Trailers/Dakota Manufacturing Co., Inc.
1909 South Rowley – PO Box 1188
Mitchell, SD 57301

Phone: 1-800-232-5682

FAX: (605) 996-5572

E-mail: rickheyning@traileze.com or
timwer@traileze.com or
caroljohnson@traileze.com

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/17/2004

PRODUCER
Dave Schmidt Insurance Agency
2620 Jackson Blvd Ste F
Rapid City, SD 57702

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.

INSURERS AFFORDING COVERAGE

INSURED Dakota Manufacturing Co, Inc.

1909 S. Rowley St
Mitchell, SD 57301

INSURER A: Gulf Underwriters Ins Co
INSURER B: RSUI Indemnity Company
INSURER C: Alea North America Ins Co
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.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GU2826821	06/01/04	06/01/05	EACH OCCURRENCE \$2,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NHA026024	06/01/04	06/01/05	EACH OCCURRENCE \$5,000,000
					AGGREGATE \$5,000,000
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1044872	06/01/04	06/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

For Bid Purposes

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Dakota Manufacturing Co Inc. 1909 S Rowley Street Mitchell, SD 57301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Scott R Yeoman



Request For Bid (RFB)

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

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **53-19JUN06**
Commodity Title: **New 2006 Heavy Duty Hydraulic Sliding Axle Trailer**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, JUNE 19, 2006**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **MONDAY, JUNE 19, 2006**
Time: **1:30 PM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Terms and Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 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, 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. Bidders 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 compare the lowest bid received with the current State contract pricing, and award 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. **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 contract for the furnishing and delivery of a new 2006 or current model year 40 Ton Trailer with all manufacturer's standard equipment and those features as detailed in the following specifications.
- 2.1.1. **Quantity** – 1 **Note: Vendor will be bidding on one (1) trailer.**
- 2.2. **TRAILER TECHNICAL SPECIFICATIONS-** Forty (40) Ton heavy duty hydraulic sliding axle trailer, full tilt deck.
- 2.2.1. **Capacities:** 40 Ton payload capacity (80,000 lb. distributed capacity, 50,000 lb. concentrated in 10').
- 2.2.2. **Dimensions:** Deck width – 102", main deck length – 36', upper deck length – 12' (48' overall length), deck height – 38" (unloaded).
Construction: Type – Four (4) beam design; Beams – Fabricated I-beams with webs constructed in 80,000 psi high-tensile steel and flanges of 130,000 psi yield strength steel. Web stiffeners to be located at high-load points. Crossmembers – shall be high-tensile steel I-beams on 12" centers.
- 2.2.3. **Decking:** 1-1/2" oak hardboard – flush mount decking.
- 2.2.4. **King Pin:** 48" height with 18" king pin setting and 80" of swing clearance.
- 2.2.5. **Landing Gear:** Manufacturer's standard 2-speed crank type.
- 2.2.6. **Rear Approach:** Knife edge approach at rear 3/4 " thick with 4 chain slots located at the rear.
- 2.2.7. **Deck Tilt:** Hydraulic activated deck tilt mechanism. Main bed attached to upper deck with a parallel linkage mass that allows the upper deck to stay level at all times during loading and unloading. Trailer to be capable of tilt operation with towing vehicle jack-knifed at 90 degree angle to the trailer without binding in the 5th wheel area. When in full tilt position, the main deck and upper deck shall form a continuous deck for easy loading, with an approximate 8 degree load angle.
- 2.2.8. **Sliding Axles:** Manufacturer's standard full hydraulic activated with single-stage cylinder. Axles must slide full length by use of hydraulic power and slider pads. Units utilizing chains, pulleys, or rollers to slide the axle are not acceptable.
- 2.2.9. **Hydraulic Kit:** Trailer shall be set up to run off the truck PTO wet kit. Gooseneck plug shall be standard weatherproof quick disconnect hydraulic coupler.
- 2.2.10. **Suspension:** Turner air ride or equal, both axles are to be 25,000 lbs. each.
- 2.2.11. **Wheels/Tires:** 6.75 x 17.5 pilot mounted steel disc wheels. 235/75R x 17.5 tires with single load rating of 5,675 lbs. each.
- 2.2.12. **Brakes/Seals:** 12 ¼" x 7 ½" air with auto slack adjusters and spring park brakes on all axles. Shall also have emergency brake release valve located at control panel. 2S/1M ABS system. Seals to be Stemco type or equal.
- 2.2.13. **Electrical:** Shall meet all SAE, ICC, and DOT standards. All wiring to be manufacturer's sealed system with seven (7) prong male connector.
- 2.2.14. **Tie Downs:** Stakepockets alternating with recessed D-rings on 2' centers entire length of trailer. Rubrail mounted entire length of trailer.
- 2.2.15. **Mud Flaps:** Anti-Sail type.
- 2.2.16. **Winch:** 12,000 lb. Braden hydraulic winch (or equal) with free wheel, 100' of cable and removable cable roller, two (2) function wireless remote control for use with winch functions.
- 2.2.17. **Tool Box:** Two (2) tool boxes in upper deck, recessed, with 4-1/4" steel reinforced covers.
- 2.2.18. **Parts/Owners Manual:** Vendor must provide a complete parts manual and operators manual for the trailer.
- 2.2.19. **Manufacturer/Vendor Modifications:** Manufacturer is to produce the trailer to match specifications. Any minor alterations or additions to the trailer when in the Vendor's possession shall be approved, in writing, by the County in advance. Vendor is to notify County upon receipt of trailer from Manufacturer for an initial inspection.
- 2.3. **WARRANTY:** Bid prices will include standard factory warranty with warranty information included with the bid response.
- 2.4. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, Highway 63 South, Columbia, MO 65201. 573-449-8515 ext. 226..

- 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.6. **DELIVERY** – Unit will be delivered with Bill of Sale, Invoice, Title Application and the Owner's/Parts Manual. The title shall be addressed as follows: County of Boone-Public Works, 601 E. Walnut, Room 208, Columbia, MO 65201.
 - 2.6.1. **Delivery Terms:** FOB Destination – Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.6.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.7. **ADDITIONAL TERMS AND CONDITIONS**
 - 2.7.1. Unit is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all components accounted for and all adjustments made.
 - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 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. E-mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING

Price

4.8.1. Trailer as per Section 2.

\$ _____

4.9. Describe Warranty Features of all Items:

4.10. Describe Any Deviations

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 Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

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

4.13. Delivery ARO: _____



Standard Terms and Conditions

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

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation 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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing
Heather Turner
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 53-19JUN06 - Hydraulic Sliding Axle Trailer

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned Term

Term. 2006

County of Boone

In the County Commission of said county, on the

3rd

day of

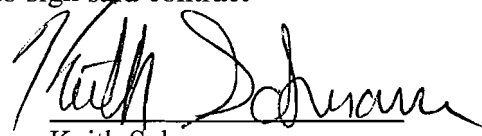
July

20 06

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

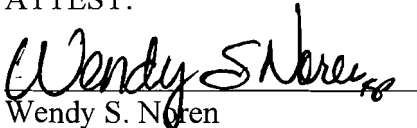
Now on this day the County Commission of the County of Boone does hereby award Bid 57-20JUN06 Green Road Low Water Crossing Project to Steve & Associates, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract

Done this 3rd day of July 2006.

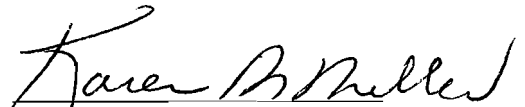


Keith Schnarre
Presiding Commissioner


ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Steve & Associates, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 57-20JUN06
Green Road Low Water Crossing Project
Project No. 06-341
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$52,025.43 for a total contract amount of \$52,025.43.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. CORPS Permit
22. Geotechnical Reports

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.


The Owner agrees to pay the Contractor in the amount:

Fifty Two Thousand Twenty Five Dollars and Forty Three Cents (\$52,025.43)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Steve & Associates, Inc.**



Wendy Noren, County Clerk

By: 
Authorized Representative Signature

By: Bryan T. Arrowood
Authorized Representative Printed Name

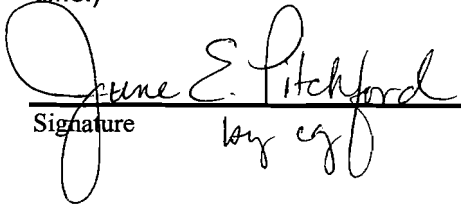
Title: Vice president

Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)


Signature

6/29/06
Date

2045/71100 - \$52,025.43

Appropriation Account

PERFORMANCE BOND

BOND NO. MOC 44011

KNOW ALL PERSONS BY THESE PRESENTS, that we,
STEVE & ASSOCIATES, INC.

7298 COUNTY ROAD 409, FULTON, MO 65251

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY

2100 FLEUR DRIVE, DES MOINES, IA 50391-2006

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of -----\$52,025.43----- Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 20, 2006 entered into a Contract with Owner for:

**BID NUMBER 57-20JUN06
Green Road Low Water Crossing Project
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at QUINCY, IL, on this 19th day of July, 2006

STEVE & ASSOCIATES, INC.

(Contractor)

(SEAL)

BY: 

MERCHANTS BONDING COMPANY

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact) John H. Williams

BY: 

(Missouri Representative) Patricia M. Tobin

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

LABOR AND MATERIAL PAYMENT BOND

BOND NO. MOC 44011

KNOW ALL PERSONS BY THESE PRESENTS, that we, STEVE & ASSOCIATES, INC.
7298 COUNTY ROAD 409, FULTON, MO 65251,

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE, DES MOINES, IA 50391-2006

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

Fifty Two Thousand Twenty Five Dollars and Forty Three Cents DOLLARS

(\$ 52,025.43 - - - - -), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated July 20, 2006 entered
into a contract with Owner for

BID NUMBER 57-20JUN06
Green Road Low Water Crossing Project
BOONE COUNTY, MISSOURI

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

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

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

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


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

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

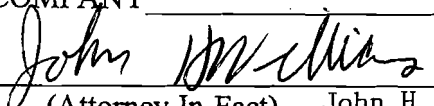
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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

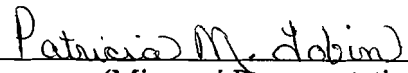
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at QUINCY, IL on this 19th day of July 20 06.

CONTRACTOR STEVE & ASSOCIATES, INC. (SEAL)

BY: 

SURETY COMPANY MERCHANTS BONDING COMPANY

BY: 
(Attorney-In-Fact) John H. Williams

BY: 
(Missouri Representative) Patricia M. Tobin

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

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

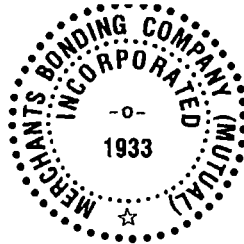
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this _____ day of _____



Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID B4 STEV-15	DATE (MM/DD/YYYY) 07/20/06
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 Steve & Associates, Inc. S&E Equipment 7298 County Road #409 Fulton MO 65251	INSURERS AFFORDING COVERAGE	NAIC #	
	INSURER A: Hawkeye-Security Insurance	36919	
	INSURER B:		
	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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	CBP9782550	10/20/05	10/20/06	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	BA9785150	10/20/05	10/20/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY	CU9783251	10/20/05	10/20/06	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9785839	10/20/05	10/20/06	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Green Rd
 The certificate holder is listed as an additional insured in regards to the General Liability coverage on this project.

CERTIFICATE HOLDER <div style="text-align: right; margin-right: 50px;">BOONCOP</div> Boone County Public Works 5551 Highway 63 South 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 <u>10</u> 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
---	--

By: Heather Turner
Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #57-20JUN06 Green Road Low Water Crossing Project, receipt of which is hereby acknowledged:

Company Name: Steve + Associates, Inc

Address: 7298 County Rd 409

Fulton Mo 65251

Phone Number: 573-642-6770

Fax Number: 573-642-6867

Authorized Representative Signature: [Signature]

Date: 6-19-06

A

REVISED BID FORM
Green Road Low Water Crossing Project
 Project No. 06-341

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Green Road Low Water Crossing Bid Form					
	Description	Quantity	Unit	Unit Price	Extended Total
1-1.	Mobilization	1	LS	2485 ⁰⁰	2485 ⁰⁰
1-2.	Construction Staking	1	LS	1116 ⁰⁰	1116 ⁰⁰
1-3.	Traffic Control	1	LS	1280 ⁰⁰	1280 ⁰⁰
1-4.	Removals	1	LS	2560 ⁰⁰	2560 ⁰⁰
1-5.	Excavation	373	CY	5 ³¹	\$1980 ⁶³
1-6.	Embankment	75	CY	6 ⁴⁰	480 ⁰⁰
1-7.	2" Thickness of 1" Surface Aggregate	24	TON	24 ²⁰	595 ²⁰
1-8.	4" Thickness of 2 ^{1/2} " Mimus Base Rock	48	TON	24 ⁰⁰	1190 ⁴⁰
1-9.	6" Thick Class A Portland Cement Concrete	430	SY	47 ⁰³	20566 ⁹⁰
1-10.	Type 1 Rolled Stone Base Rock	85	TON	14 ⁰⁰	1190 ⁰⁰
1-11.	BX-1200 Geogrid and 6" thick of 1-1/2" Mimus Aggregate	450	SY	11 ⁰⁰	4950 ⁰⁰
1-12.	Reinforcing Steel	730	LBS	1 ¹²	817 ⁶⁰
1-13.	Type 1 Rock Blanket	98	SY	15 ⁶⁵	1533 ⁷⁰
1-14.	Field Seeding/Fertilizing/Mulching	1	LS	1280	1280 ⁰⁰
1-15.	2-64" X 43" Pipe Arches	80	LF	125 ⁰⁰	\$10,000
				TOTAL:	52,025 ⁴³

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #57-20JUN06 Green Road Low Water Crossing Project

ADDENDUM #1
(Issued June 14, 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:

1. In section 1.1 on page 15.5 of the Bid Documents under TECHNICAL SPECIFICATIONS, SECTION 02220 – REMOVALS, add "The existing abutments and bridge structure shall be removed up to a depth of 3' below the proposed finish grade profile of the proposed roadway. Only by direction of the engineer will any additional removal be required." after "Also the existing abutments and bridge structure shall be removed and disposed of appropriately."
2. On sheet 4 of 7 of the plan sheets under Appendix C of the Bid Documents, add "Toe walls shall be tied to side slabs with #4 bars 30' long @ 30" centers, with bars centered between the toe wall and the side slabs with 2-1/2" clearance from the face of the toe wall" as a general note on page 4 of 7.
3. On sheet 5 of 7 of the plan sheets under Appendix C of the Bid Documents, delete both "2" CLR" notes on the detail labeled REINFORCED SECTION (A-A) and replace both with "2-1/2 CLR".
4. CLARIFICATION: The bid item "Reinforcing Steel" includes the tie bars.
5. The additional reinforcement noted in #2 of this addendum adds approximately 100 lbs to the bid item "Reinforcing Steel." The updated bid form attached to this addendum addresses this addition. Therefore, remove page 5.1 in its entirety and replace with the attached page 5.1, BID FORM.
6. In section 2.1 on page 15.13 of the Bid Document under TECHNICAL SPECIFICATIONS, SECTION 02630 – CULVERTS, delete "The two culverts will each be a 64" X 43" CSP Pipe Arch" and replace with "The two culverts will each be a 64" X 43" Polycoated CSP Pipe Arch."
7. In section 2.1 on page 15.12 of the Bid Documents under TECHNICAL SPECIFICATIONS, SECTION 01570 – EROSION CONTROL, add "Mulching shall be Type III Mulch as described in detail in SECTION 272 MULCHING of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004."
8. On page 4.2 of the Bid Documents under INSTRUCTIONS TO BIDDERS, delete "Contract time shall not exceed 15 working days" and replace with "Contract time shall not exceed 30 working days."
9. The following survey control points shall be used along with points listed on sheet 7 of 7 for construction staking:

Pt Number	Northing	Easting	Elevation	Description
1	5000.0000	5000.0000	500.00	1/2" Rebar 6.6' East of East edge of bridge deck @ South edge of road
2	5000.0000	5173.0900	499.08	1/2" Rebar 173.1' East of East edge of bridge deck @ South edge of road
3	4994.9721	4833.7461	499.83	1/2" Rebar 136.4' West of West edge of bridge deck @ South edge of road

10. CLARIFICATION: The bid item "Type I Rolled Stone Base Rock" will not be incidental to the "6" Thick Class A Portland Cement Concrete" as stated in the pre-Bid meeting held on June 13, 2006. The bid item "Type I Rolled Stone Base Rock" will be bid as originally shown on the bid form and as described on page 15.10, SECTION 02720 – AGGREGATE in the TECHNICAL SPECIFICATIONS of the Bid Documents.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Steve + Associates Inc
2. Business Address: 7298 County Rd 409
Fulton MO 65251
3. When Organized: 9-8-95
4. When Incorporated: 9-8-95
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
11 years
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 85-90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

- | | |
|--|---|
| <p>⑪</p> <ul style="list-style-type: none"> Fulton South collector St. 1,300,000.00 William woods Ave 1,500,000.00 Green Meadows Rd 1,400,000.00 Olivet Rd/Rickland Rd 817,000.00 Cole County Country Club Dr. 1,000,000.00 Algoa Rd, Cole County 1,000,000.00 | <p>⑫</p> <ul style="list-style-type: none"> ① Fulton walking trail phase 1 & 2 ② ARCS watershed, Lynn + Sullivan ety ③ 1-70 Bob-cat, Columbia, Mo. |
|--|---|

Bond No. BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we STEVE & ASSOCIATES, INC., 7298 COUNTY ROAD 409, FULTON, MO 65251

as Principal hereinafter called the Principal, and MERCHANTS BONDING COMPANY
a corporation duly organized under the laws of the state of IOWA as Surety, hereinafter called the Surety,
are held and firmly bound unto BOONE COUNTY MISSOURI, 601 E. WALNUT, COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT-----

Dollars (\$-----5%-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for GREEN ROAD LOW WATER CROSSING PROJECT.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of June, 2006

Maude Quowood
Witness

STEVE & ASSOCIATES, INC.
Principal (Seal)

By: [Signature]
Name/Title

Reverie A. Bluckner
Witness

MERCHANTS BONDING COMPANY
Surety (Seal)

By: John H. Williams
John H. Williams Attorney-in-Fact

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



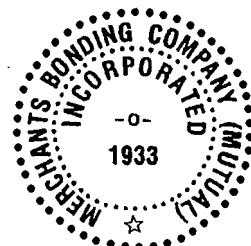
Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 20th day of June, 2006.



William Warner Jr.

Secretary

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Callaway

Ryan Arrowood, being first duly sworn, deposes and says that he is Vice President
(Title of Person Signing)

of Steve & Associates Inc.
(Name of Bidder)

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

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

By [Signature]
By _____
By _____

Sworn to before me this 19th day of June, 20 06

Marla Arrowood
Notary Public

My Commission Expires 11-19-08



SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Mo

Dated June 19, 2006
Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

Steve & Associates, Inc.
(If a corporation - show its name above)

7298 County Rd 409, Fulton, MO 65251

ATTEST:

Marla Quowood
(Secretary)

[Signature] V/president
(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of MO

County of Callaway

On this 19th day of June, 20 06

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

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

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

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

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

Witness my hand and seal at Fulton, MO the day and year first above written.

(SEAL) Marla Arrowood Notary Public



My Commission expires 11-19, 20 08.

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for Green Road Low Water Crossing Project Project Number: 06-341

Scope of Project Construction: The existing wood deck bridge will be removed and replaced with a low water crossing consisting of 6" reinforced **B.C.C.** over two 64" X 43" pipe arches, re-aligned to the natural channel of the stream. Type 1 Rock Blanket will be placed along the edge of the low water crossing and at the outfall of the new pipes to prevent any downstream erosion problems.

Sealed bids, subject to the instructions and General Conditions of Bidding, will be accepted until 9:15 a.m. on June 20, 2006, at the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia, Missouri, 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

The bid is scheduled to be publicly opened after 9:30 a.m. on June 20, 2006 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not; and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Bids must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

Construction Bid Request and Plans may be obtained from Docucopy, LLC, 3334 Brown Station Road, Columbia, MO 65202, Telephone: (573) 814-1700 on payment of a **non-refundable fee of \$30.00 payable to the Road and Bridge Fund in the form of a check or money order.** A planholder's list is available for viewing at: <http://onlineplanroom.docucopyllc.com>.

In order to view the current prevailing wage statement, go to: www.showmeboone.com/purchasing and click on "current prevailing wage". This can be downloaded to your computer and printed. Once the bids are opened, the bid tabulation can be viewed and printed from this site as well.

If you cannot view/download the tabulation and/or current prevailing wage, contact Boone County Purchasing, located at 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201, telephone (573) 886-4392, or fax (573) 886-4390 for copies.

NO. 06-341 : Green Road Low Water Crossing Project

It is the bidder's responsibility to visit the site prior to submitting a bid (see section 4.1)

A pre-bid conference has been scheduled for June 13, 2006 at 10:30 a.m. in the Boone County Public Works office, 5551 Highway 63 South, Columbia, Missouri. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are urged to attend.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Green Road Low Water Crossing Project**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004**, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$250.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

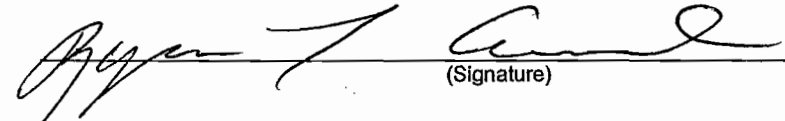
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Steve + Associates Inc.

By: 
(Signature)

Ryan T. Arrowood
(Print or Type Name)

Title: Vice President

Address: 7298 County Rd 409

City, State, Zip: Fulton, Mo 65251

Phone: 573-642-6770

Fax: 573-642-6867

Date: 6-19-06

BID FORM
Green Road Low Water Crossing Project
 Project No. 06-341

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

Green Road Low Water Crossing Bid Form					
	Description	Quantity	Unit	Unit Price	Extended Total
1-1.	Mobilization	1	LS		
1-2.	Construction Staking	1	LS		
1-3.	Traffic Control	1	LS		
1-4.	Removals	1	LS		
1-5.	Excavation	373	CY		
1-6.	Embankment	75	CY		
1-7.	2" Thickness of 1" Surface Aggregate	24	TON		
1-8.	4" Thickness of 2 ^{1/2} " Minus Base Rock	48	TON		
1-9.	6" Thick Class A Portland Cement Concrete	430	SY		
1-10.	Type 1 Rolled Stone Base Rock	85	TON		
1-11.	BX-1200 Geogrid and 6" thick of 1-1/2" Minus Aggregate	450	SY		
1-12.	Reinforcing Steel	632	LBS		
1-13.	Type 1 Rock Blanket	98	SY		
1-14.	Field Seeding/Fertilizing/Mulching	1	LS		
1-15.	2-64" X 43" Pipe Arches	80	LF		
				TOTAL:	

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
6-14-06	1

COMPANY NAME: Stevens Associates Inc

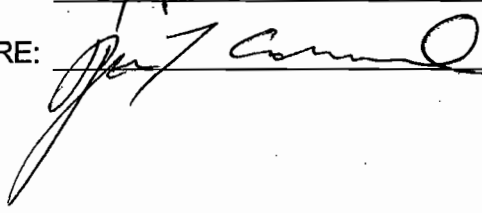
ADDRESS: 7298 county Rd 409

CITY, STATE, ZIP Fulton, Mo 65251

PHONE NUMBER: 573-642-6770

AUTHORIZED REPRESENTATIVE: Ryan Arrowood

TITLE: V/ president

SIGNATURE: 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned Term

Term. 2006

County of Boone

In the County Commission of said county, on the

3rd

day of July

20 06

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

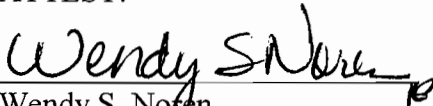
Now on this day the County Commission of the County of Boone does hereby approve the purchase of additional equipment for the MDT (Mobile Data Terminals) for the Sheriff's department from account 2901-92300 for \$3,147.62.

Done this 3rd day of July 2006.

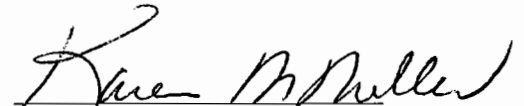


Keith Schnarre
Presiding Commissioner

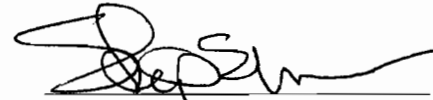
ATTEST:



Wendy S. Noten
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Central Region Workforce Investment Board, Inc.

Janet A. Vaughn
Executive Director

Date: 7-3-06

To: Presiding Commissioner Schnarre

Fax: 573-886-4311

Subject: Board Certification

Dear Commissioner Schnarre,

The C-WIB will soon be submitting documentation to the Division of Workforce Development to recertify the board.

If you would like to reappoint your current board members, Dewey Thompson and Russell Unger, please sign below and return this to me by fax at 573-364-1865.

Thank you for your attention to this matter.

Sincerely,

Kevin Stadler
Central Region Workforce Investment Board
Rolla, MO 65401
573-364-7030 ext. 140
573-364-1865 - Fax


Presiding Commissioner Keith Schnarre

7-6-06
Date

1202 Forum Drive • Rolla, Missouri 65401

Phone (573) 364-7030 or 1-800-638-1401 • Fax (573) 364-1865

Ensuring Quality Workforce Development in Nineteen Central Missouri Counties