

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

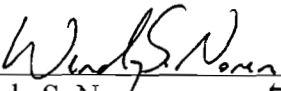
Term. 20 09


In the County Commission of said county, on the 17th day of March 20 09
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby accept the findings of the Draft Facility Plan for 2 Mile Prairie dated September 2007.

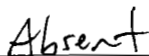
Done this 17th day of March, 2009.

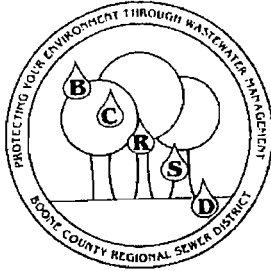
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

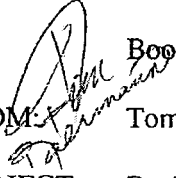

Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Boone County Regional Sewer District

1314 North 7th Street
 Columbia, Missouri 65201-3902
 (573) 443-2774 Fax (573) 499-0489

DATE: March 16, 2009
 TO: Boone County Commission
 FROM:  Tom Ratermann
 SUBJECT: Draft Facility Plan and User Rate Study for 2 – Mile Prairie
 Boone County, Missouri

Enclosed is the above – subject report. The City of Ashland accepted the findings of the facility plan and user rate study in late 2008. The Boone County Regional Sewer District accepted the findings of the facility plan and user rate study at their regular meeting February 2009 meeting. The City of Columbia and the City of Hartsburg should also consider accepting the findings of the facility plan. Then, 2 public hearings should be scheduled for the same night; one for the user rate study and one for the facility plan.

After the completion of the public hearings, the minutes of the public hearings along with the facility plan and the user rate study should be sent to MDNR. At that point I believe that Donohue and Associates will have satisfied the terms and conditions of the engineering agreement between the Sewer District and Donohue and Associates. I also believe that the grant closeout procedures could then begin.

If you choose to accept the findings of the report, suggested wording for a motion is as follows:

“I move that the now on this day the Boone County Commission accept the findings of the Draft Facility Plan for 2 Mile Prairie dated September 2007.”

Thank you for your consideration of this matter and your commitment to protecting public health and the environment through the provision of wastewater management services.

C: File

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17th

day of March


20 09

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

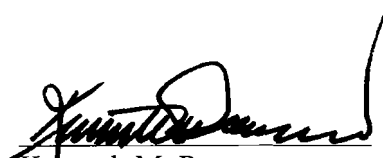
Now on this day the County Commission of the County of Boone does hereby award bid 05-10FEB09 – Signage (Interior) for Boone County Courthouse to 2/90 Sign Systems of Grand Rapids, Michigan. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of March, 2009.

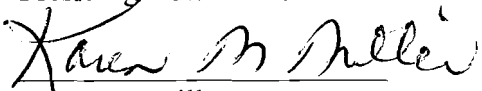
ATTEST:



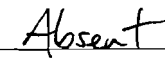
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
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Term. 20 09

In the County Commission of said county, on the

17th day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the request for vehicle disposal of a 1998 Honda CRV, fixed asset tag #16411, VIN #JHLRD1861WC061409. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal form.

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut St., Rm. 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: March 17, 2009

RE: Sheriff Department Vehicle Disposal

Purchasing and the Sheriff Department request Commission approval to trade the following 1998 Honda CRV vehicle. Attached for signature is the fixed asset disposal form.

DISPOSAL THROUGH AUCTION			
Year	Description	Approximate Mileage	VIN #
1998	Honda CRV	high	JHLRD1861WC061409

cc: Caryn Ginter, Auditor
Chad Martin / Leasa Quick, Sheriff
Tasha Reynolds, Clerk
Greg Edington, PW

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 03-16-09

FIXED ASSET TAG NUMBER: 16411

DESCRIPTION: 1998 Honda CRV

REQUESTED MEANS OF DISPOSAL: Trade-in

OTHER INFORMATION: Compromised undercover vehicle

CONDITION OF ASSET: Fair/ high mileage

REASON FOR DISPOSITION: Compromised undercover vehicle

COUNTY / COURT IT DEPT: DOES DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

DEPARTMENT: Sheriff's

SIGNATURE see attached email

AUDITOR

ORIGINAL PURCHASE DATE 11/1/2007

RECEIPT INTO 2500-3835

ORIGINAL COST 4,500.00

ORIGINAL FUNDING SOURCE 2752

TRANSFER CONFIRMED _____

ASSET GROUP 1605

FIXED TO PURCHASING

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 115-2009

DATE APPROVED 3/17/09

SIGNATURE [Signature]

Caryn Ginter - Fwd: Re: you there?

From: Leasa Quick
To: Caryn Ginter
Date: 3/16/2009 1:34 PM
Subject: Fwd: Re: you there?
Attachments:

We need to have a disposal of a vehicle read in commission tomorrow, can you get this to Melinda ASAP?

>>> Melinda Bobbitt 3/16/2009 1:23 PM >>>

Can you fax it to Caryn, then Caryn can fax it to me. I'll try to get it on, but I'll need it very quickly.
Thanks,
Melinda

>>> Leasa Quick 3/16/2009 1:21 PM >>>

Sure, do you think you could read it tomorrow?

>>> Melinda Bobbitt 3/16/2009 1:20 PM >>>

Leasa,
I'll have to read it in commission for approval for disposal. Can you please complete the attached Disposal Form and forward it to Caryn?
Thanks,
Melinda

>> Tyson Boldan 3/16/2009 1:17 PM >>>

I have to defer you to Melinda on that one. She deals with all of the titles.

Thanks,
Tyson

Tyson Boldan
Buyer
Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO,65201
Telephone: (573) 886-4392
Fax: (573) 886-4390

>>> Leasa Quick 3/16/2009 1:15 PM >>>

Can I get a title from you if I come down? I need a 1998 Honda CRV VIN #JHLRD1861WC061409. We are trading in a drug vehicle. We may have to read it in commission first??

>>> Tyson Boldan 3/16/2009 1:12 PM >>>

Yes?

Tyson Boldan
Buyer
Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO,65201
Telephone: (573) 886-4392
Fax: (573) 886-4390

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Term. 20 09

In the County Commission of said county, on the

17th

day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 06-26FEB09 – Heavy Trucks and Large Equipment Term and Supply to Cross Midwest Tire. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
Tires Heavy Trucks and Large Equipment Term and Supply**

THIS AGREEMENT dated the 17th day of March 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross Midwest Tire**, 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 **Tires Heavy Trucks and Large Equipment Term and Supply**, County of Boone Request for Bid number **06-26FEB09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **February 24, 2009** and executed by **Steve McCray**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the **date of award** and extend through **March 31, 2010** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly 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.

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

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other 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.

9. **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.

CROSS MIDWEST TIRE

by *[Signature]*

title MANAGER

address 5320 Hwy 763 N

Columbia Mo 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Department: 2040
Account: 59105 Term/Supply

[Signature]
Signature *by cpl*

3/12/09
Date

No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: CROSS-MIDWEST Tire
 4.2. Address: 5320 Hwy 763 N
 4.3. City/Zip: Columbia Mo 65202
 4.4. Phone Number: 573-442-8259
 4.5. Fax Number: 573-442-2865
 4.6. Federal Tax ID: 48-1082035

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

4.7. PRICING

Category 1 - Medium Truck Tires - Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	YOKOHAMA R4023	02389	\$ 175 ⁰⁰
4.7.1.b.	225/70 R19.5 Drive	12PR	Continental HDR	04782110000	\$ 197 ⁰⁰
4.7.1.c.	225/70 R19.5 Drive Recap	12PR	BANDAG BDLT	283DLT	\$ 82 ⁰⁰
4.7.2.a.	10.00-R22.5 Steering *	14 PR	Firestone F5560	193050	\$ 125 ⁰⁰
4.7.2.b.	10.00-R22.5 Drive *	12 PR	Firestone FD663	281034	\$ 125 ⁰⁰
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	BANDAG BDL	387BDL	\$ 85 ⁰⁰
4.7.3.a.	10.00-R20 Steering *	16PR	General 3360	05391040000	\$ 125 ⁰⁰
4.7.3.b.	10.00-R20 Drive *	16PR	General D445	05391050000	\$ 125 ⁰⁰
4.7.3.c.	10.00-R20 Drive Recap	16PR	BANDAG BDL	321BDL	\$ 92 ⁰⁰
4.7.4.a.	11-R22.5 Steering *	16PR	General M5520	05681140000	\$ 257 ⁰⁰
4.7.4.b.	11-R22.5 Drive *	16PR	General D450	05681060000	\$ 257 ⁰⁰
4.7.4.c.	11-R22.5 Drive Recap	16PR	BANDAG BDR A15	388DRA	\$ 126 ⁰⁰
4.7.5.	315/80 R22.5 Steering *	20PR	Continental H50	05683320000	\$ 353 ⁰⁰
4.7.6.	9.50-R16.5	8PR	Firestone TransForce HT	189820	\$ 103 ⁰⁰
4.7.7.	215/75 R17.5 HTR	16 PR	YOKOHAMA R4023	02385	\$ 168 ⁰⁰

4.7.8.	235/75 R17.5 HTR	16 PR	Continental HTR	04544280000	\$ 188 ⁰⁰
4.7.9.a.	245/70 R19.5 Steering	16 PR	YOKOHAMA RYO23	02399	\$ 198 ⁰⁰
4.7.9.b.	245/70 R19.5 Drive	16 PR	Continental HDR	04755360000	\$ 212 ⁰⁰
4.7.10.	255/70 R22.5 Steering	16PR	YOKOHAMA RYO23	02387	\$ 218 ⁰⁰
4.7.11.	TOTAL				\$ 3211 ⁰⁰
*On/Off Road Compound					

Category 2 – Tire, Off-Road, Radial, Construction Equipment

Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.12.	14.00-R24	16	(New) Bridgestone VUT	293954	\$ 778 ⁰⁰
4.7.13.	14.00-R24	16	(Recap XHA Tread) ^{CG2} BEAD TO BEAD	1400R24CG2	\$ 490 ⁻
4.7.14.	17.5-R25	12	XHA Bridgestone VUT	422827	\$ 940 ⁻
4.7.15.	15.5-R25	12	XHA Bridgestone VUT	422606	\$ 800 ⁻
4.7.16.	20.5-R25	12	XHA Bridgestone VUT	420344	\$ 1230 ⁻
4.7.17.	TOTAL				\$ 4238 ⁰⁰

Category 3 – Tire, Front and Rear Agriculture and Industrial

Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.18.	6.00-16	6	F-2	Firestone Guide Grip Srib	368376	\$ 45 ⁰⁰
4.7.19.	7.50-16	8	F-2	Firestone Guide Grip Srib	368410	\$ 670 ⁰⁰
4.7.20.	11L-16	10	F-3	Firestone End Front Special	314625	\$ 130 ⁰⁰
4.7.21.	14.9-R24 FWD	6	R-1	Firestone SAT 23° FWD	365061	\$ 250 ⁰⁰
4.7.22.	19.5L-24	10	R-4	Firestone All Trac Utility	326054	\$ 454 ⁰⁰
4.7.23.	18.4-R34	Two Star (8-10 PR)	R-1	Firestone Radial All Trac 23	362392	\$ 740 ⁰⁰
4.7.24.	340/85 R28 FWD	127A8/B	R-1	Firestone Radial All Trac FWD	362545	\$ 580 ⁰⁰
4.7.25. a.	12-16.5 Foam Filled	10PR	NHS	Trelleborg 10ply ^{1/2} Foam Filled	P902103013	\$ 330 ⁰⁰
4.7.25. b.	12-16.5 Recap (foam)	10PR	NHS	BANDAG Banda Cut	745BDC	\$ 145 ⁰⁰
4.7.26.	TOTAL					\$ 2741 ⁰⁰

Item #	Category 4 – Additional Tire Related Services	Price
4.7.27.	Tire Repair – In Shop (each)	\$ 20 ⁰⁰
4.7.28.	Alignment – Front axle (each)	\$ 65 ⁰⁰
4.7.29.	Balancing of Tire (each)	\$ 14 ⁰⁰

4.7.30.	Alignment – Front and Rear (each)	\$ 75 ⁰⁰
4.7.31.	Alignment – Three axle (Tandem trucks) (each)	\$ 145 ⁰⁰
4.7.32.	Service Call in County normal business hours (per hour)	\$ 65 ⁰⁰
4.7.33.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$ 80 ⁰⁰
4.7.34.	Service Call in County (per mile)	\$ Nil
4.7.35.	Flat Shop Rate (per hour)	\$ 40 ⁰⁰
4.7.36.	Mounting and Dismounting (Medium Truck Tires)	\$ 18 ⁰⁰
4.7.37.	Mounting and Dismounting Dry Tires (per cross section inch)	\$ 2 ²⁵
4.7.38.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$ 3 ²⁵
4.7.38.1.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F.	\$ 2 ³⁰ per gallon
4.7.39.	Tire Disposal – Categories 1 & 2 (per tire)	\$ 7 ⁰⁰
4.7.40.	Tire Disposal – Category 3 (per tire)	\$ 10 ⁻
4.7.41.	Valve Stems (each)	\$ 2 ⁵⁰
4.7.42.	Tire Fee Per Senate Bill 225	\$.50
	TOTAL	549.70

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: Current Government Price

Maximum Percentage Increase for each potential renewal period:

4.9. 5 % 1st Renewal Period

5 % 2nd Renewal Period

5 % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

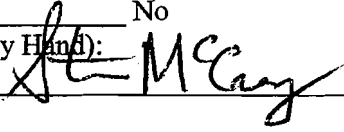
4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12.1. Today's Date: 2/24/2009

4.13. 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

4.14. Authorized Representative (Sign By Hand):



4.14.1. Type or Print Signed Name:

Steve McCray

Cross Midwest Tire
5320 Highway 763 N
Columbia, Missouri Mo 65202

List of References

Boone County Public Works – Greg Eddington – (573) 449-6818

Mo. Dept. Of Trans. Columbia Location – Lawrence Harmon – (573)-874-5674

Mo. Dept. Of Trans. Hallsville Location – Randy Fenton – (573) 219-6618

Boone County Fire Dist. – Roy Francis _ (573) 447-5000

City of Columbia Water & Light – Darrell Anderson – (573) 874-6213

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Jackson
State of Missouri

My name is LIBBY ROCK. I am an authorized agent of CROSS-MIDWEST TIRE (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Libby Rock 2/20/09
Affiant Date
LIBBY ROCK HR
Printed Name

Subscribed and sworn to before me this 20 day of February 2009

Michelle J. Evans
Notary Public

**MICHELLE J. EVANS
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
Commission # 09445648
My Commission Expires Jan. 21, 2013**

E-Verify



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 176145

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

Employer **C&M Tire, Inc.**

Libby Rock

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

L. Spencer Martin, CFO

Name and Title of Authorized Representative

L. Spencer Martin

Signature

02-24-09

Date

CROSS MIDWEST TIRE
5320 HIGHWAY 763 N
COLUMBIA, MO 65202
Phone 573-442-8259 Fax 573-442-2865
www.crossmidwest.com

CROSS-MIDWEST TIRE IS AN INDEPENDENT COMMERCIAL TIRE DEALERSHIP OPERATING THROUGHOUT THE MIDWESTERN UNITED STATES. WE SERVICE SOME OF THE NATIONS LARGEST FLEETS WHICH REQUIRE THE HIGHEST STANDARDS FOR TIMELY SERVICE, QUALITY OF SERVICE AND IN THE PRODUCTS THEY REQUIRE. (RYDER, FIRST STUDENT, UPS, PRIME INC, JACK COOPER TRANSIT, TRANSAM, EMERY SAPP & SONS, APAC.)

**HOURS 7:00 AM TO 5:00 PM MONDAY THRU FRIDAY
7:30 AM TO 12:00PM SATURDAY**

**24 HOUR ROAD SERVICE NIGHT, WEEKENDS, HOILDAYS 365 days a year
(After 5:00pm weekdays and After 12:00pm Saturdays)**

WE HAVE A EQUIPED SERVICE FLEET FOR PROMPT SERVICE

**2 FLEET SERVICE UNITS
2 FARM AND FLEET SERVICE UNITS
1 OTR SERVICE UNIT**

WE ARE AUTHORIZED DEALERS FOR:

**MICHELIN
YOKOHAMA
BRIDGESTONE
FIRESTONE
GENERAL
CONTINENTAL
TITAN**

**BANDAG RETREADS (We have 4 authorized Bandag Retread Facilities that are
All "BOND CERTIFIED" This is the highest possible Bandag rating.)**

WE ALSO HANDLE NATIONAL ACCOUNT AND GOVERNMENT PROGRAMS FOR EACH OF THE ABOVE TIRE COMPANIES.

**WE CAN HANDLE ALL OF YOUR NEEDS FOR:
LIGHT TRUCKS, MEDIUM TRUCK, INDUSTRIAL, FARM, EARTHMOVER,
TRACKS, FOAM FILLING, OTR RETREADING
WE ALSO DO WHEEL REFURBISHING**

CROSS MIDWEST TIRE HAS 19 SERVICE CENTERS THROUGHOUT THE MID WEST WHICH ALL OFFER 24 HOUR / 7 DAY ROAD SERVICE.

**KANSAS CITY MO, ST LOUIS MO, VALLEY PARK MO, JOPLIN MO,
STRAFFORD (Springfield) MO, COLUMBIA MO, KANSAS CITY KS, OLATHE
KS, TOPEKA KS, PITTSBURG KS. SALINA KS, SPRINGDALE AR, AND DUPO
IL.**

**ALSO CROSS-DILLON TIRE IN: LINCOLN NE, OMAHA NE, GRAND ISLAND
NE, NORFOLK NE, DAVENPORT IA, AND DES MOINES IA.**



Request for Bid (RFB)

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **06-26FEB09**
Commodity Title: **Tires-Heavy Trucks and Large Equipment Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, February 26, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, February 26, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Work Authorization Certification
Debarment Form
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

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

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for **Tires and Tire Related Services for Medium and Heavy Trucks and Large Equipment**.
 - 2.1.1. **Scope of Work** - The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with tires and tire related services for heavy trucks and large equipment.
 - 2.1.2. **Estimated Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through March 31, 2010 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **MINIMUM REQUIREMENTS - ALL TIRES SHALL BE GRADE NO. 1. NO BLEMISHED OR SECONDS WILL BE ACCEPTED (Note - Motor Grader 14.00-R24 retread tires shall be the only exception to this requirement)**. The County would prefer American made tires over foreign tires for the purpose of uniformity in size and quality.
 - 2.5.1. Contractor to stock, provide and/or install new tires as outlined by the County.
 - 2.5.2. Contractor to provide related services as needed (e.g. mounting, flat repair, computer balancing, alignment, etc.).
 - 2.5.3. Contractor to provide 24-hour roadside service on an "as needed basis". Contractor shall provide the name and telephone number of point of contact for 24-hour roadside service with the bid submission.
 - 2.5.4. No portions of the work shall be assigned to a subcontractor without the prior knowledge and written consent of the County.
 - 2.5.5. Contractor is responsible for repair and/or replacement of any damage (e.g. includes studs, nuts, etc.) done to the wheel or vehicle in the process of alignment of the vehicle and/or removing and replacing a tire. Contractor shall be required to correct any problem(s) associated with an alignment provided they are notified within five (5) days from the date the alignment was completed by said contractor. Contractor shall be required to commence work on County vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
 - 2.5.6. If a roadside service call is requested, the Contractor shall be required to arrive within thirty (30) minutes of call for flat repair within the city limits and one (1) hour for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Superintendent, Greg Edington, or his designated county representative at (573) 449-8515 ext. 226.
 - 2.5.7. **Discontinued Tires** - In the event a tire has been discontinued, the contractor will be required to substitute a tire of the same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Fleet Operations Superintendent, Greg Edington, or his designated county representative at (573) 449-8515 ext. 226.
- 2.6. **CONTRACTOR QUALIFICATIONS** - Contractor must be a fully authorized and licensed distributor for the manufacturer's tires offered.

- 2.6.1. Contractor shall operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services within 20 miles of the Boone County Public Works Department.
- 2.6.2. Contractor must own, operate, and maintain a fleet of roadside service vehicles for delivery, service, flat repair, and mounting of all sized tires.
- 2.7. **SPECIAL CONDITIONS**
- 2.7.1. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H front tires** (All position tires are not acceptable); radial construction, flexible sidewalls, single steel carcass, heavy duty continuous rib tread pattern; tub type-16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.2. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H rear tires** (All position tires are not acceptable); mud and snow tread; radial construction; flexible sidewalls; single steel carcass; aggressive block tread pattern; tube type – 16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.3. **1400-R24 Motor Grader:** New Tires: 14.00R – 24 G2 non-directional, aggressive tread pattern, steel belted radial, tubeless. Retreads: G2/3 tread design, bead-to-bead construction.
- 2.7.4. **19.5L-24 R-4 Backhoe Tractor:** 19.5L-24 R-4 (10 ply) aggressive tread pattern, tubeless.
- 2.7.5. **18.4-R34 Mowing Tractor:** 480/85 R34 G2 directional, aggressive tread pattern, steel belted radial, tubeless. Load index rating – 149A8/B at a minimum.
- 2.8. **WARRANTY** – Manufacturer’s standard warranty shall apply.
- 2.9. **REFERENCES** – Bidder shall include a minimum list of three (3) references, from similar contacts only, who could attest to the quality of the proposed service and the firm’s knowledge, quality of work, timeliness, diligence, etc., including names, contact persons, and telephone number of references.
- 2.10. **INSURANCE REQUIREMENTS**
- 2.10.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.10.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.10.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and**

Property Damage instead of the Comprehensive General Liability Insurance- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.10.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
- 2.13. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.13.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **PRICING**

Category 1 – Medium Truck Tires – Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.1.a.	225/70 R19.5 Steering	12PR	_____	_____	\$ _____
4.7.1.b.	225/70 R19.5 Drive	12PR	_____	_____	\$ _____
4.7.1.c.	225/70 R19.5 Drive Recap	12PR	_____	_____	\$ _____
4.7.2.a.	10.00-R22.5 Steering *	14 PR	_____	_____	\$ _____
4.7.2.b.	10.00-R22.5 Drive *	12 PR	_____	_____	\$ _____
4.7.2.c.	10.00-R22.5 Drive Recap	12PR	_____	_____	\$ _____
4.7.3.a.	10.00-R20 Steering *	16PR	_____	_____	\$ _____
4.7.3.b.	10.00-R20 Drive *	16PR	_____	_____	\$ _____
4.7.3.c.	10.00-R20 Drive Recap	16PR	_____	_____	\$ _____
4.7.4.a.	11-R22.5 Steering *	16PR	_____	_____	\$ _____
4.7.4.b.	11-R22.5 Drive *	16PR	_____	_____	\$ _____
4.7.4.c.	11-R22.5 Drive Recap	16PR	_____	_____	\$ _____
4.7.5.	315/80 R22.5 Steering *	20PR	_____	_____	\$ _____
4.7.6.	9.50-R16.5	8PR	_____	_____	\$ _____
4.7.7.	215/75 R17.5 HTR	16 PR	_____	_____	\$ _____

4.7.8.	235/75 R17.5 HTR	16 PR			\$
4.7.9.a.	245/70 R19.5 Steering	16 PR			\$
4.7.9.b.	245/70 R19.5 Drive	16 PR			\$
4.7.10.	255/70 R22.5 Steering	16PR			\$
4.7.11.	TOTAL				\$
			*=On/Off Road Compound		

Category 2 – Tire, Off-Road, Radial, Construction Equipment

Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.7.12.	14.00-R24	16	(New)		\$
4.7.13.	14.00-R24	16	(Recap XHA Tread)		\$
4.7.14.	17.5-R25	12	XHA		\$
4.7.15.	15.5-R25	12	XHA		\$
4.7.16.	20.5-R25	12	XHA		\$
4.7.17.	TOTAL				\$

Category 3 – Tire, Front and Rear Agriculture and Industrial

Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.7.18.	6.00-16	6	F-2			\$
4.7.19.	7.50-16	8	F-2			\$
4.7.20.	11L-16	10	F-3			\$
4.7.21.	14.9-R24 FWD	6	R-1			\$
4.7.22.	19.5L-24	10	R-4			\$
4.7.23.	18.4-R34	Two Star (8- 10 PR)	R-1			\$
4.7.24.	340/85 R28 FWD	127A8/ B	R-1			\$
4.7.25. a.	12-16.5 Foam Filled	10PR	NHS			\$
4.7.25. b.	12-16.5 Recap (foam)	10PR	NHS			\$
4.7.26.	TOTAL					\$

Category 4 – Additional Tire Related Services

Item #	Category 4 – Additional Tire Related Services	Price
4.7.27.	Tire Repair – In Shop (each)	\$
4.7.28.	Alignment – Front axle (each)	\$
4.7.29.	Balancing of Tire (each)	\$

4.7.30.	Alignment – Front and Rear (each)	\$
4.7.31.	Alignment – Three axle (Tandem trucks) (each)	\$
4.7.32.	Service Call in County normal business hours (per hour)	\$
4.7.33.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$
4.7.34.	Service Call in County (per mile)	\$
4.7.35.	Flat Shop Rate (per hour)	\$
4.7.36.	Mounting and Dismounting (Medium Truck Tires)	\$
4.7.37.	Mounting and Dismounting Dry Tires (per cross section inch)	\$
4.7.38.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$
4.7.38.1.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F.	\$
4.7.39.	Tire Disposal – Categories 1 & 2 (per tire)	\$
4.7.40.	Tire Disposal – Category 3 (per tire)	\$
4.7.41.	Valve Stems (each)	\$
4.7.42.	Tire Fee Per Senate Bill 225	\$

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____ %

Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period

4.9. _____ % 2nd Renewal Period

_____ % 3rd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

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

12.1. Today's Date: _____

4.13. 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

4.14. Authorized Representative (Sign By Hand):

4.14.1. Type or Print Signed Name:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

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



"No Bid" Response Form

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 06-26FEB08 Tires-Heavy Trucks and Large Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

17th

day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 54-30OCT08 – Grading MKT Trail Term & Supply to C.L. Richardson Construction Co., Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
Grading MKT Trail**

THIS AGREEMENT dated the 17th day of March 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **C.L. Richardson Construction Co, Inc.** 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 **Grading MKT Trail**, County of Boone Request for Bid number **54-30OCT08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **October 30, 2008** and executed by C.L. Richardson, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **January 1, 2009** and extend through **December 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly 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

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.

CL RICHARDSON CONSTRUCTION CO, INC.

BOONE COUNTY, MISSOURI

by *C.L. Richardson*
C.L. Richardson
title President

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

address 15475 Hwy. 63 South
Ashland, MO 65010

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1610/60400 Term/Supply

Signature

Date

Appropriation Account

4. **Response Form**
- 4.1. Company Name: C.L. Richardson Construction Co., Inc.
- 4.2. Address: 15475 Highway 63 South
- 4.3. City/Zip: Asland, MO 65010
- 4.4. Phone Number: 573-657-9557
- 4.5. Fax Number: 573-657-1078
- 4.6. E-Mail Address: crumpd_clr@yahoo.com
- 4.7. Federal Tax ID: 43-1688255
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
 Other (Specify) _____
- 4.8. We propose to furnish the equipment/material/service as indicated in this Bid Blank, provided to the County of Boone – Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in Section 2 of this bid request for the price(s) quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

Mobilization	a	b	c	d	e
Equipment	Estimated Events per Year	Mileage – Round-trip to MKT Trail	\$ per mile	Total \$ (b x c x d)	
Motor Grader	2	36	3.00	216.00	
Tractor w/8' Box Blade	2	36	2.00	144.00	
Compaction Roller	2	36	2.00	144.00	
Backhoe	1	36	3.00	108.00	
Skid Steer Loader Case 90XT	1	36	2.00	72.00	
Bobcat	1	36	2.00	72.00	
CAT D-5 Dozer/Loader	1	36	3.00	108.00	
Single Axle Dump Truck (8-9 ton loads)	1	36	2.00	72.00	
Tandem Axle Dump Truck (14-16 ton loads)	1	36	3.00	108.00	
Flatbed Single Axle Dump Truck (5-7 ton loads)	1	36	2.00	72.00	
One Ton Dually Flatbed Dump Truck	1	36	2.00	72.00	

(2-3 ton loads)				
				Total \$ for Mobilization \$ <u>1188.00</u>

Hourly Rates:

a	b	c	d	e
Equipment	Estimated Hours per Year	Standard Rate \$/hour (equipment w/operator)	Premium Rate \$/hour (equipment w/operator)	Total \$ (b x c)
Motor Grader	32	100.00	120.00	3,200.00
Tractor w/8' Box Blade	32	75.00	95.00	2,400.00
Compaction Roller	32	70.00	90.00	2,240.00
Backhoe	8	75.00	95.00	600.00
Skid Steer Loader Case 90XT	8	75.00	95.00	600.00
Bobcat	8	75.00	95.00	600.00
CAT D-5 Dozer/Loader	8	95.00	115.00	760.00
Single Axle Dump Truck (8-9 ton loads)	8	60.00	80.00	480.00
Tandem Axle Dump Truck (14-16 ton loads)	8	70.00	90.00	560.00
Flatbed Single Axle Dump Truck (5-7 ton loads)	8	60.00	80.00	480.00
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	8	60.00	80.00	480.00
Total \$ for labor and equipment \$				<u>12,400.00</u>
				TOTAL PRICE ALL WORK: \$ <u>13,588.00</u>

4.8. Statement of Bidder's Qualifications Included? Yes No

4.9. Maximum % Increase 2nd Contract Period: 10 %

Maximum % Increase 3rd Contract Period: 10 %

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

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and

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

4.11.1 **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.11.2. Authorized Representative (Sign By Hand):

C.L. Richardson

4.11.3. Type or Print Signed Name:

C.L. Richardson, President Date: 10/30/08

4.12. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients who are similar in size and scope.

4.12.1. **Reference #1**

4.12.1.1. Individual Name: Marilyn Starcke, Purchasing Agent
4.12.1.2. Company Name: City of Columbia, MO
4.12.1.3. Address: 800 Cherry Street, Columbia, MO 65205
4.12.1.4. Telephone: 874-7376

4.12.2. **Reference #2**

4.12.2.1. Individual Name: Chris Heard, City Administrator
4.12.2.2. Company Name: City of Ashland, MO
4.12.2.3. Address: 107 E. Bldwy., Ashland, MO 65010
4.12.2.4. Telephone: 657-2091

4.12.3. **Reference #3**

4.12.3.1. Individual Name: Barb Rorman, Procurement Officer
4.12.3.2. Company Name: City of Columbia, MO
4.12.3.3. Address: 800 Cherry Street, Columbia, MO 65205
4.12.3.4. Telephone: 874-7374

(Please complete and return with bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

C.L. Richardson, President

Name and Title of Authorized Representative

C.L. Richardson

Signature

10/30/08

Date

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of Boone)

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

10/30/08
Date

C.L. Richardson
Signature

43-1688255
Social Security Number
or Other Federal I.D. Number

C.L. Richardson
Printed Name

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

Nancy Richardson
Notary Public

My Commission Expires:

NANCY RICHARDSON
Notary Public- Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires December 6, 2008
My Commission # 04484666

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone)
)SS.
State of Missouri)

My name is C.L. Richardson. I am an authorized agent of C.L. Richardson Const. Co. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

C.L. Richardson 10/30/08
Affiant Date

C.L. Richardson, President
Printed Name

Subscribed and sworn to before me this 30th day of Oct., 2008.

Nancy Richardson
Notary Public

NANCY RICHARDSON
Notary Public- Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires December 6, 2008
My Commission # 04484666

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 55 If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

	<u>See Attached</u>		

3. General type of product sold and manufactured:

Excavation, Grading, Water & Sewer

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: _____
(b) Description of defaulted contracts and reason therefor:

5. List banking references:

Boone County National Bank, Ashland, MO 65010
Contact: Melissa Banderer
Phone: 657-2161

Dated at Askland, MO
this 30th day of October, 2008.

C.L. Richardson
Name of Organization(s)

By C.L. Richardson
(Signature)

President
(Title of person signing)

TOTAL	PROJECT	% Completed	LOCATION	CONTACT - PHONE NO.
\$ 279,057.00	Billy Creek Reclamation (SI)	95%	Kirksville, MO	Thomas Bishop, DNR, 816-389-2199
\$ 122,500.00	Chateau Road Extension (SI, RC)	90%	Columbia, MO	City of Columbia Purchasing, 573- 874-7376
\$ 135,000.00	Brunswick Levee (SI)	90%	Brunswick, MO	USACE, Thomas Bishop, 816-240-8131
\$ 172,000.00	Minor Hill Bank Stabilization (SI, SD)	77%	Ashland, MO	Boone County Public Works, 573-449-8515
\$ 700,000.00	Ashland Lagoon (SE)	80%	Ashland, MO	City of Ashland City Hall, 573-657-2091
\$ 550,000.00	C.S. Properties (SI, SD, RC, WA, EX)	75%	Ashland, MO	Steve Mann, 573-808-1962
\$ 1,679,500.00				
	Key: SI = Sitework, RC = Road Construction,			
	WA = Water, SE = Sewer, GR = Grading			
	SD = Storm Drainage			





Request for Bid (RFB)

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Number: 54-30OCT08
Commodity Title: Grading MKT Trail

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline – Bid Closing

Day / Date: **Thursday – October 30, 2008**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **Thursday – October 30, 2008**
Time: **10:30 A.M. C.S.T.**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Bid Contents

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
Debarment Certificate
Certification of Individual Bidder
Affidavit
Work Authorization Certification
Standard Terms and Conditions
Statement of Bidder's Qualifications

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2009 through December 31, 2009, and may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)

1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.

2. Primary Specifications

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **labor and equipment for grading of Boone County’s portion of the MKT Trail, 3662 Scott Boulevard, Columbia, Missouri, and occasional grading and excavating work at other Boone County Properties.**
- 2.1.1. **Scope of Work** – Provide labor and equipment to perform grading leveling and compacting of surface rock and culvert work on the 4.2 miles of MKT trail and at other facilities owned by Boone County Government. The County estimates that grading of the trail will be required two times per year in the spring and in the fall. The County anticipates each occurrence to be approximately one to two days in duration. Ditching and other related work will be on an as needed basis. These estimates do not imply a guaranteed amount of work. The County will determine the frequency and extent of the work and reserves the right to use other methods to accomplish the work as it deems appropriate. The County will provide rock hauled by in-house staff or another vendor.
- 2.1.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.2.1. **Contract Period** - The Term and Supply Contract period shall be from January 1, 2009 through December 31, 2009, but may be automatically renewed for up to an additional two (2) one-year periods unless canceled by either party. For each year thereafter, the contract will become effective on January 1.
- 2.1.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.3.3. **Inspection of Facilities:** It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.1.4. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.1.5. **Contractor Qualifications and Experience:** The Contractor to whom a Grading Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.2. **TECHNICAL SPECIFICATIONS:**
- 2.2.1. **Motor Grader and Operator** - Motor Grader shall be equivalent in size and performance to a Caterpillar 140 with a minimum 10’ blade.
- 2.2.2. **Tractor with 8-foot Box Blade and Operator** – Tractor shall be equivalent to a Ford 9N and shall be equipped with a 3-point hitch. The width of the Box Blade must be 8’ since the equipment must be able to cross narrow bridges.
- 2.2.3. **Roller and Operator** – Smooth drum vibratory roller shall be equivalent to a Dynapac CC122.
- 2.2.4. **Backhoe and Operator** – Backhoe shall be equivalent to a John Deere 310 with standard front loader and backhoe buckets.
- 2.2.5. **Mobilization** – Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, contractor scheduling conflicts, or other occurrences beyond the control of the County will count as one event. Contractor shall bid a unit price per mile for mobilization. The County shall calculate the mobilization fee for each piece of scheduled equipment by multiplying the contract rate and the round-trip mileage from contractor’s shop to the job site. For purposes of this bid, contractor

shall indicate the round-trip mileage to the MKT trail terminus at McBaine. If the work site is another County facility, the County shall calculate fees according to the bid unit price per mile and actual round-trip mileage. Equipment may be stored overnight on site by prior arrangement with the Manager of Facility Maintenance. County assumes no liability for equipment stored on site or while in use.

- 2.2.6. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked by each piece of equipment according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.7. **Hours of Work** – Hours of work must be coordinated with the Manager of Facility Maintenance before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday. The County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work.

- 2.2.8. **Work Zone Signage** - Contractor is responsible for all signage or barriers. Minimum signage shall be 36" square with black letters placed on the diagonal on an orange field warning of work ahead placed on stands at each end of the trail and within 500 feet each direction of the work zone. County staff will be available to assist with the signage and flagging.

2.3. **CONTRACTOR'S RESPONSIBILITIES -**

- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment.
- 2.3.3. Contractor shall coordinate all work with the Manager of Facility Maintenance.
- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.3.7. Contractor shall be aware that pedestrians and bicyclists will be using the trail and take necessary precautions and minimize inconvenience.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County
- 2.5.1. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.2. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.5.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.5.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.8. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional

- information before payment can be made.
- 2.8.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
 - 2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer. Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: tboldan@boonecountymo.org
 - 2.10. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
 - 2.11. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated 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."
- 3.1.2 **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 United States Postal Service or any other mail carrier.
- 3.1.3 **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time**.
- 3.1.4. **Advice of Award - Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.2 **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.
- 3.2.1 **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3 **ACCEPTANCE, REJECTION OR CORRECTION OF RESPONSES** – The County reserves the right to accept or reject any and all bids in the best interest of the County. 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.
- 3.3.1. **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.
- 3.3.2 **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3 **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award 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 _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
 () Other (Specify) _____
- 4.8. **We propose to furnish the equipment/material/service as indicated in this Bid Blank, provided to the County of Boone – Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in Section 2 of this bid request for the price(s) quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.**

Mobilization				
a	b	c	d	e
Equipment	Estimated Events per Year	Mileage – Round-trip to MKT Trail	\$ per mile	Total \$ (b x c x d)
Motor Grader	2			
Tractor w/8' Box Blade	2			
Compaction Roller	2			
Backhoe	1			
Skid Steer Loader Case 90XT	1			
Bobcat	1			
CAT D-5 Dozer/Loader	1			
Single Axle Dump Truck (8-9 ton loads)	1			
Tandem Axle Dump Truck (14-16 ton loads)	1			
Flatbed Single Axle Dump Truck (5-7 ton loads)	1			
One Ton Dually Flatbed Dump Truck	1			

(2-3 ton loads)			
			Total \$ for Mobilization \$ _____

Hourly Rates:

a	b	c	d	e
Equipment	Estimated Hours per Year	Standard Rate \$/hour (equipment w/operator)	Premium Rate \$/hour (equipment w/operator)	Total \$ (b x c)
Motor Grader	32			
Tractor w/8' Box Blade	32			
Compaction Roller	32			
Backhoe	8			
Skid Steer Loader Case 90XT	8			
Bobcat	8			
CAT D-5 Dozer/Loader	8			
Single Axle Dump Truck (8-9 ton loads)	8			
Tandem Axle Dump Truck (14-16 ton loads)	8			
Flatbed Single Axle Dump Truck (5-7 ton loads)	8			
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	8			
Total \$ for labor and equipment \$				
				TOTAL PRICE ALL WORK: \$ _____

4.8. Statement of Bidder's Qualifications Included? Yes No

4.9. Maximum % Increase 2nd Contract Period: _____ %

Maximum % Increase 3rd Contract Period: _____ %

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

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and

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

4.11.1 **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.11.2. Authorized Representative (Sign By Hand):

4.11.3. Type or Print Signed Name:

Date: _____

4.12. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients who are similar in size and scope.

4.12.1. **Reference #1**

4.12.1.1. Individual Name: _____

4.12.1.2. Company Name: _____

4.12.1.3. Address: _____

4.12.1.4. Telephone: _____

4.12.2. **Reference #2**

4.12.2.1. Individual Name: _____

4.12.2.2. Company Name: _____

4.12.2.3. Address: _____

4.12.2.4. Telephone: _____

4.12.3. **Reference #3**

4.12.3.1. Individual Name: _____

4.12.3.2. Company Name: _____

4.12.3.3. Address: _____

4.12.3.4. Telephone: _____

(Please complete and return with bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Standard Terms and Conditions

Tyson Boldan, 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: _____
(b) Description of defaulted contracts and reason therefor:

5. List banking references:

Dated at _____

this _____ **day of** _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Tyson Boldan, Buyer
(573) 886-4392- Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 54-30OCT08 – Grading of MKT Trail Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

E-Verify Employment Eligibility Verification

Exit



Company Information

Company Name: C. L. Richardson Construction Company, Inc.

[View / Edit](#)

Physical Location:

Address 1: 15475 Highway 63 South
Address 2:
City: Ashland
State: MO
Zip Code: 65010
County: BOONE

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Employer Identification Number: 431688255

Total Number of Employees: 20 to 99

Corporate / Parent Company:

Organization Designation:

Employer Category: Federal Contractor
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION (237)

[View / Edit](#)

Hiring Sites:

MISSOURI 1

[View / Edit](#)

E-Verify Users:

[View / Edit](#)

Last Name	First Name	M.I.	Phone	E-mail
Richardson	Charles	L	(573) 657 - 9557	crumpd_clr@yahoo.com MOU Signatory
Crump	Debbie	A	(573) 657 - 9557	crumpd_clr@yahoo.com

I certify that the information provided for this registration is correct. I am aware that Federal law provides for imprisonment and/or fines for knowing false statements or other fraudulent conduct in connection with this registration. I am aware that providing any false information may be grounds for terminating participation in E-Verify.

I agree.

[Register Employer](#)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 09


In the County Commission of said county, on the 17th day of March 20 09
 the following, among other proceedings, were had, viz:

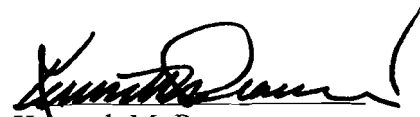
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for various Sheriff Revolving Fund purchases:

Department	Account	Department Name	Account Name	Decrease	Increase
2550	92300	Sheriff Revolving Fund	Repl Mach. & Equip.		\$11,500.00
2550	23850	Sheriff Revolving Fund	Minor Equip. & Tools		\$1,360.00
2550	91300	Sheriff Revolving Fund	Mach. & Equip.		\$8,700.00

Done this 17th day of March, 2009.

ATTEST:

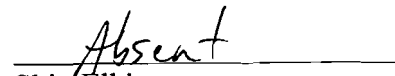

 Wendy S. Noren
 Clerk of the County Commission



Kenneth M. Pearson
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

17th day of March

20 09

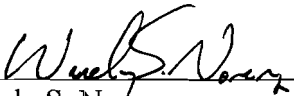
the following, among other proceedings, were had, viz:

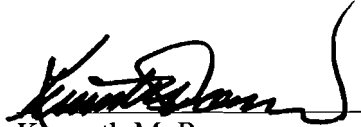
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Fostering Court Improvement JCIP Sub-Grant:

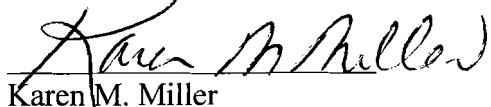
Department	Account	Department Name	Account Name	Decrease	Increase
1243	03451	Judicial Grants	State Reimbursement		\$3,000.00
1243	23050	Judicial Grants	Other Supplies		\$1,650.00
1243	37230	Judicial Grants	Meals		\$1,350.00

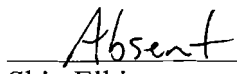
Done this 17th day of March, 2009.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

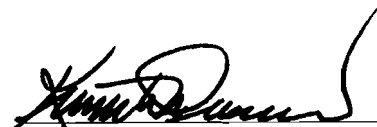
17th day of March

20 09

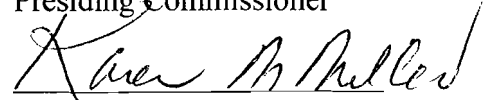
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Trabue, Hansen and Hinshaw, Inc. for Catwalk Renovation & Construction with Additional Lighting. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of March, 2009.

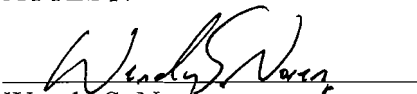


Kenneth M. Pearson
Presiding Commissioner

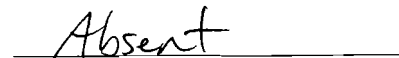


Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 17th day of March, 2009, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: TRABUE, HINSHAW AND HANSEN, INC.

Project/Work Description: CATWALK RENOVATION & CONSTRUCTION WITH ADDITIONAL LIGHTING

Proposal Description: See attached proposal dated March 3, 2009 issued by Trabue, Hinshaw and Hansen, Inc..

Modifications to Proposal: Fees and expenses shall not exceed \$11,100.00 without prior written approval of the Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

TRABUE, HANSEN AND HINSHAW, INC

By [Signature]
Title President

Dated: 3/20/09

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 3/17/09

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Public Works Interim Director

Certification:

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

[Signature] 3/7/09
Auditor Date

2040 - 71102

TRABUE, HANSEN & HINSHAW, Inc.

March 3, 2009

Derin Campbell, Interim Director
Boone County Public Works
5551 Hwy 63 South
Columbia, MO 65201

RE: Catwalk Renovation & Construction with Additional Lighting
Boone County Public Works Facility
Boone County, Missouri

Dear Derin,

Trabue, Hansen, and Hinshaw, Inc. (*THHinc*) is pleased to provide Boone County Public Works with our proposal for professional services for the Catwalk Renovation & Construction with Additional Lighting project at the Boone County Public Works Facility. We appreciate this opportunity to serve you.

PROJECT DESCRIPTION

The project proposes updating a number of existing catwalks attached to spreader racks to conform to OSHA requirements and constructing several new catwalks on existing spreader racks. Additional lighting is also planned at existing spreader racks at the north and south ends of the existing salt barn. A tailgate hoist beam and storage racks are planned for an existing steel frame on the west side of the existing salt barn.

Boone County Public Works and Trabue, Hansen, and Hinshaw, Inc. (*THHinc*) agree as follows:

SCOPE OF SERVICES

THHinc will provide the Client the following services in accordance with this proposal:

A. Existing Catwalks at Spreader Racks – East Side of Maintenance Yard

1. *THHinc* will prepare structural engineering calculations, drawings, details, and specifications for the construction of additional framing required to bring the existing catwalks into OSHA compliance.

B. *Existing Frames on North Side of Existing Salt Barn*

1. *THHinc* will prepare structural engineering calculations, drawings, details, and specifications for the construction of new catwalks for access to the hanging spreaders.

C. *Existing Frame on West Side of the Existing Salt Barn*

1. *THHinc* will prepare structural engineering calculations, drawings, details, and specifications for the construction of new hoist beam for a crane to lift tailgates and place them on a storage rack. Plans will also be provided for the storage rack at this location.

D. *Shop Drawing Review*

1. *THHinc* will provide shop-drawing review for the Structural Steel submittals.

E. *Lighting Plans*

1. *THHinc* has retained the services of Timberlake Engineering to provide electrical lighting plans for the proposed lighting at the existing spreader racks at the north and south ends of the existing salt barn. Plans will also be provided for an add-alternate to provide lights at the location of the new hoist beam and spreader rack on the west side of the salt barn.

F. *Site Visits and Review Meetings*

1. Two site visits are planned
 - a. One preliminary site visit (completed 2/19/09).
 - b. One site visit for field measuring.
2. One review meeting is planned with the county to review design data.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Direction on specifics of desired framing for catwalks, racks, & lighting.
2. Timely review of submittals.

SCHEDULE

We will begin our services upon receipt of the executed agreement, which will serve as our notice to proceed. We anticipate submission of final Construction Documents within 30 working days after notice to proceed.

COMPENSATION

We propose to provide the engineering services described in the Scope on a lump sum basis for a contract fee broken down as follows:

Structural Fees	\$9,850.00
Electrical Fees(Timberlake)	\$1,250.00

...unless the Client authorizes additional services.

Additional services may be authorized on an hourly rate plus reimbursable expenses at our Standard Hourly Fee Schedule in effect at the time the services are performed. The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES

If requested by the Client, *THHinc* may provide the following additional services for this project:

1. Additional site visits / inspections / review meetings.

EXHIBITS

1. 2009 Billing Rates
2. Standard Terms and Conditions

Thank you for the opportunity to provide this proposal. Please contact us if you have any questions.

AGREEMENT

This Proposal shall become the Agreement for Services when signed and dated by both parties. Please return a signed copy of this agreement to us for our records.

ACKNOWLEDGMENT OF OFFER AND ACCEPTANCE:

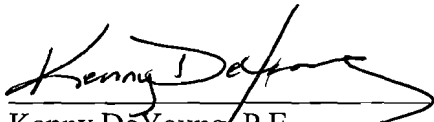
Proposal accepted and services are authorized to proceed.

BOONE COUNTY PUBLIC WORKS, BOONE COUNTY, MO

BY: _____ TITLE: _____

DATE ACCEPTED: _____

Offer By: TRABUE, HANSEN, AND HINSHAW, INC.



Kenny DeYoung, P.E.
Project Engineer

cc. Chip Esterbrook
Mark Timberlake

RATE SCHEDULE

(effective 1-1-2009)

Professional Services (hourly)

Principal	\$160.00
Engineer 5	\$140.00
Engineer 4	\$120.00
Engineer 3	\$105.00
Engineer 2	\$90.00
Engineer 1	\$75.00
Professional Land Surveyor 2	\$95.00
Professional Land Surveyor 1	\$80.00
Technician 5	\$85.00
Technician 4	\$70.00
Technician 3	\$60.00
Technician 2	\$50.00
Technician 1	\$40.00
Administrative	\$50.00

Expert Testimony

Consultant Services	listed hourly rate
Deposition and Trial	\$225.00

Reimbursable Expenses

Mileage	IRS rate (currently \$0.585 / mile)
GPS Equipment	\$30.00 / hour
Large Format Copies (B/W)	\$1.50 / each
Large Format Mylar (B/W)	\$5.50 / each
Xerox Copies (8 1/2 x 11)	\$0.15
Xerox Copies (11 x 17)	\$0.25
Other Reimbursables	cost + 10%
Consultants	cost + 10%

TRABUE, HANSEN, AND HINSHAW, INC.
STANDARD TERMS AND CONDITIONS

PARTIES.

"THHinc" shall mean Trabue, Hansen, and Hinshaw, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "THHinc".

LIMITATION OF LIABILITY.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) to CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, express or implied, of THHinc, as defined in parenthesis above, shall not exceed the greater of the total compensation to be received or actually received by THHinc under this Agreement, or the sum of \$50,000.

BETTERMENT

If a required item(s) or component(s) of the project should be omitted from the construction documents, THHinc shall not be responsible for paying the cost required to add such item(s) or component(s) to the extent that such item(s) or component(s) would have been required and necessary and should have been included in the original construction documents. In no event shall THHinc be responsible for the cost or expense that provided betterment or upgrades or enhances the value of the project.

HAZARDOUS MATERIALS - INDEMNIFICATION.

CLIENT hereby understands and agrees that THHinc has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project and Agreement with respect to which THHinc has been retained to provide services. The compensation to be paid THHinc for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE.

Services provided by THHinc under this Agreement will be performed in a manner consistent with that degree of

care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY.

The CLIENT shall provide for entry for the employees, agents and subcontractors of THHinc and for all necessary equipment. While THHinc shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT.

Unless otherwise provided herein, invoices will be prepared in accordance with THHinc's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due THHinc shall be increased for interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. Any failure to comply with this term shall be grounds for a default termination.

If the CLIENT fails to make payments when due and THHinc incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to THHinc. Collection costs shall include, without limitation, legal fees, collection agency fees and expense, court costs, collection bonds and reasonable THHinc staff costs at standard billing rates for THHinc's time spent in collection efforts. This obligation of the CLIENT to pay collection costs shall survive the term of this agreement or any early termination by either party.

TERMINATION.

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by THHinc for the default of the CLIENT, then THHinc shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of THHinc and THHinc does not cure the default, then THHinc shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS.

THHinc shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to THHinc such information as is available to the CLIENT and the CLIENT's consultants and contractors, and THHinc shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for THHinc to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold THHinc (including its officers, directors, shareholders, employees,

TRABUE, HANSEN, AND HINSHAW, INC.

STANDARD TERMS AND CONDITIONS

agents and THHinc's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to THHinc.

SHOP DRAWING REVIEW.

If, as part of this Agreement THHinc reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by THHinc, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. THHinc's review shall be conducted with reasonable promptness while allowing sufficient time in THHinc's judgment to permit adequate review. Review of a specific item shall not indicate that THHinc has reviewed the entire assembly of which the item is a component. THHinc shall not be responsible for any deviations from the contract documents not brought to the attention of THHinc in writing by the Contractor. THHinc shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST.

If, as part of this Agreement THHinc is providing opinions of probable construction cost, the CLIENT understands that THHinc has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that THHinc's opinions of probable construction costs are to be made on the basis of THHinc's qualifications and experience. THHinc makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION.

If, as part of this Agreement THHinc is providing construction observation services, THHinc shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained THHinc to make detailed inspections or to provide exhaustive or continuous project review and observation services. THHinc does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES.

The CLIENT may direct THHinc to provide other services including, but not limited to, any additional services identified in THHinc's proposal. If THHinc agrees to provide these services, then the schedule shall be reasonably adjusted to allow THHinc to provide these services. Compensation for such services shall be at THHinc's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Change Order To Agreement that contains an alternative compensation provision.

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE.

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by THHinc as instruments of service shall remain the property of THHinc. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of

THHinc. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold THHinc (including its officers, directors, shareholders, employees, agents and THHinc's consultants and affiliated companies, and any of them) harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of THHinc.

DISPUTE RESOLUTION.

Any claims or disputes between the CLIENT and THHinc made during or after the providing of services under this Agreement shall be submitted to non-binding mediation.

DELAYS.

THHinc is not responsible for delays caused by factors beyond THHinc's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of THHinc's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond THHinc's reasonable control occur, the CLIENT agrees THHinc is not responsible for damages, nor shall THHinc be deemed to be in default of this Agreement.

ASSIGNMENT.

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER.

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and THHinc shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW.

This Agreement shall be governed pursuant to the laws in the state of the locale of the THHinc address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of THHinc to provide equal employment opportunities for all. THHinc will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT.

This Agreement constitutes the entire and integrated agreement between the CLIENT and THHinc and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

17th

day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Bartlett and West, Inc. for Owens School Road Bridge. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

MAR 26 2009

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 17th day of March, 2009, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: BARTLETT & WEST, INC.

Project/Work Description: Owens School Road Bridge (09-615-D)

Proposal Description: See attached proposal dated January 28, 2009 issued by Bartlett & West, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$44,520.00 without prior written approval of the Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

BARTLETT & WEST, INC.

By [Signature]
Title Vice President

Dated: 3/20/09

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 3/17/09

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Public Works Interim Director

Certification:

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

[Signature]
Auditor
Date 3/6/09
2045-71102

BARTLETT & WEST, INC.

**PROPOSAL FOR PROFESSIONAL SERVICES
FOR
OWENS SCHOOL ROAD BRIDGE REPLACEMENT
AND
OWENS SCHOOL ROAD AND LEVEL ROAD INTERSECTION IMPROVEMENTS**

The ENGINEER agrees to provide professional services for the preparation of construction documents and other related services as detailed in Section A "Scope of Services", below.

A. SCOPE OF SERVICES

GENERAL BACKGROUND

The project involves the replacement of the existing Hinkson Creek crossing on Owens School Road immediately east of Level Road in north-central Boone County southeast of Hallsville. The project will also include sight distance and drainage improvements at the intersection of Owens School Road and Level Road.

The existing crossing structure is classified as a "bridge" due to the total span length along the roadway centerline, but is comprised of three mitered CMPs (66" to 72" diameter) each approximately 45 feet long. The MoDOT Structural Inventory & Appraisal Sheet identifies the bridge with a Bridge No. 2530005 1 and Federal ID No. 20249. The SI&A sheet also indicates that the bridge is not deficient, has a sufficiency rating of 89.0% and is not eligible for federal funding. Consequently, neither BRO nor soft-match credit will be pursued through MoDOT.

The existing CMPs have deterioration along the flowlines, some locations of section loss and bent-up inlets (reduced hydraulic capacity) that have required work to be done to maintain slope and grade of the road. The banded connections between pipe sections are compromised in some locations and have led to loss of roadway material.

Owens School Road is a gravel roadway approximately 23 feet wide in the area of the creek crossing (from Boone County aerial mapping) with substandard ditches. The posted speed limit is 35 miles per hour. Underground utilities exist in the area but their exact locations are currently unknown. The ground in the NW corner of the intersection appears to create a sight distance problem and is anticipated to need to be cut down several feet. The ditch along the north side of Owens School Road also appears to need to be more defined and to have a drainage culvert replaced.

The professional services will incorporate County mapping and detailed field surveys, data collection for existing plats and property ownerships, hydrologic and hydraulic studies, structural design and detailing, environmental permitting (assuming a Nationwide 404 Permit

and 401 WQ Certification through MDNR), grading and roadside safety design, right-of-way plans and legal descriptions, detour plans, and job special provisions. Bartlett & West will develop the project bid manual, insert special provisions and reference the plans. Investigations regarding existing utilities along the corridor will also be performed and meetings will be conducted with utility companies as indicated in the scope of services. Some bidding phase and construction phase services are included in the scope of services as well.

The replacement structure is anticipated to be a reinforced box culvert of one cell, roughly matching or slightly improving the existing hydraulic opening. This reasonable first estimate is based on a site visit and rough hydrologic and hydraulic calculations performed in advance of the project. Overtopping of the roadway east of the creek crossing will continue to occur on approximately the same frequency as existing. It appears the bridge should be shifted slightly east of its current location to align better with the channel. It appears right-of-way or permanent easement will be necessary on the north and south sides of the roadway and northwest of the intersection with Level Road.

TASK 1 - PROPERTY SURVEYS & EASEMENTS

- 1.1 Locate section corners and property corners within the project area to establish section lines, property lines and existing right-of-way.
- 1.2 County Assessor records will be researched for existing plats, property lines and easements on the adjacent properties (assumes three properties). Services of a title company will be secured for an ownership and encumbrance report.
- 1.3 Prepare permanent easement/right-of-way and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements or right-of-way. The County will insert the legal descriptions and exhibits into their standard easement forms. It is anticipated that three tracts will require easements or right-of-way.

TASK 2 - TOPOGRAPHIC SURVEYS & DATA COLLECTION

- 2.1 Request, obtain and review available updated aerial mapping and property lines from Boone County. Assumes mapping will be at no cost to the project.
- 2.2 Request, obtain and review information from utility companies in the project corridor.
- 2.3 Establish project horizontal and vertical control utilizing DNR Geographic Reference System monuments.
- 2.4 Perform topographic surveys around the area of the bridge replacement, the intersection with Level Road, and develop roadway profile elevations from 300 feet

west of Level Road to high point in road east of Hinkson Creek (approximately 1,000 feet east of creek).

- 2.5 Perform One-Call request for utility locates. Field locate utilities based on utility company information and/or physical evidence of said utility.
- 2.6 Perform channel/floodplain cross section surveys for hydraulic analysis (assumes 5 cross sections). Identify and locate low opening and lowest adjacent grade elevations on upstream residences/structures as needed.
- 2.7 Establish benchmarks and horizontal control points to allow construction staking of the project. GPS methods will be used to establish the State Plane Coordinates and elevations.
- 2.8 Draw the base map for the project using all survey data, topography, property lines, existing utility and other permanent easements, and generated contours.

TASK 3 - BRIDGE HYDRAULIC ANALYSIS/CONCEPT DESIGN

- 3.1 Perform a site visit for field reconnaissance of "n" values and other project features.
- 3.2 Determine the 10-year, 25-year and 100-year runoff for Hinkson Creek, using the USGS Rural Regression equations for Missouri as prescribed by MoDOT Engineering Policy Guide (EPG).
- 3.3 Develop existing conditions hydraulic model using HEC-RAS, existing stream channel and floodplain cross sections, survey data for existing bridge crossing and existing roadway profile.
- 3.4 Develop proposed conditions hydraulic model using existing conditions model as basis for comparison. Determine conceptual options for replacement structure and roadway grade (maximum of two alternatives). Assumes single cell box culvert construction.
- 3.5 Prepare preliminary plan and profile of recommended bridge replacement structure. Meet with County staff about alternatives and recommended structure.

TASK 4 - 50% DESIGN SUBMITTAL

- 4.1 Develop Level Road intersection sight triangles and grading plans.
- 4.2 Develop ditch grading improvements and drainage culvert improvements at Level Road consisting of ditch profile(s), typical cross section, culvert type, size, and location(s) and grading limits.
- 4.3 Submit two sets of plan and profile sheets (anticipated two sheets) and cover sheet. Construction drawings will be prepared on full size (22" x 34") sheets. The scale

shall be as determined to be appropriate. Prints shall be dark line on white paper, half size at 11" x 17".

- 4.4 Submit plans to each utility within the project area to verify location of existing facilities and expected conflicts with proposed improvements.
- 4.5 Submit a copy of hydrologic and hydraulic calculations to County in form of a MoDOT Bridge Hydraulic and Scour Report.
- 4.6 Submit an opinion of probable construction costs.
- 4.7 Hold a meeting at the BCPW offices with the utility companies regarding the project. Possible conflicts and relocation plans and schedule to be addressed.
- 4.8 Prepare and submit permit applications to BCPW for 404 Permit (Nationwide) and 401 WQ Certification. BCPW will be the applicant on the permits and will pay all applicable permit application fees. As this is a structure replacement on the existing alignment, no significant environmental or cultural resource screening or field investigations are envisioned.

TASK 5 - 75% DESIGN SUBMITTAL

- 5.1 Address comments from BCPW and utility conflicts in design.
- 5.2 Prepare structural design and detailing for single cell box culvert (if possible, a standard MoDOT culvert section will be selected). A full set of structural plans will be developed.
- 5.3 Submit two sets of plans which will include a cover sheet, legend and general notes, typical section sheet for Owens School Road and ditch improvements, plan and profile sheets with locations of existing utilities, horizontal and vertical layout of the proposed facilities and improvements, easements/right-of-way, the structural plan sheets and cross section sheets utilizing 50 ft. intervals.
- 5.4 Identify concerns and considerations regarding the design for discussion with BCPW staff. Discuss the technical specifications, pay items, traffic control (detour plan), erosion control, and specific construction notes to be incorporated into later submittals.
- 5.5 Submit an opinion of probable construction costs.
- 5.6 Perform follow up communications with permitting agencies (Corps of Engineers and DNR).

TASK 6 - 95% DESIGN SUBMITTAL

- 6.1 Submit two sets of draft final plans. The plans will include: a cover sheet, legend and general notes, typical section sheet, plan and profile sheets, structural plan

sheets, detour plan, erosion control plan, standard details, and erosion control details.

- 6.2 Develop and submit one copy of the job special provisions.
- 6.3 Conduct final utility coordination meeting and perform follow up communications with utility companies.

TASK 7 - FINAL DESIGN SUBMITTAL

- 7.1 Submit a final set of plans and job special provisions for use in reproducing the documents. BCPW to handle copies of plans for bidding purposes.
- 7.2 Submit AutoCAD files of the drawings and text files of the job special provisions.

TASK 8 - BIDDING PHASE SERVICES

- 8.1 Participate in the Pre-Bid meeting. BCPW to conduct meeting and prepare necessary minutes.
- 8.2 Address bidder questions regarding the plans and contract documents during bidding phase. Assumes phone calls and email documentation for approximately 4 calls.
- 8.3 Develop the project bid manual, insert special provisions and reference the plans
- 8.4 Prior to the opening of the bid, the ENGINEER shall prepare and submit an opinion of probable construction costs to the CLIENT.

TASK 9 – PROJECT MANAGEMENT AND COORDINATION

- 9.1 Conduct a maximum of two meetings with individual property owners or groups of owners during the course of the project, as directed by the County.
- 9.2 Perform periodic reviews of project information from different engineering disciplines for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
- 9.3 Perform a field check of proposed alternatives.
- 9.4 Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to County.
- 9.5 General communication with County. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis during the course of the project.

B. ADDITIONAL SERVICES (NOT INCLUDED)

If authorized by the CLIENT, the ENGINEER will provide services in addition to those previously stated. This work will only proceed upon written authorization from the CLIENT. For instance, this may include field staking of easements for use in acquisitions or extended construction phase services beyond what is previously stated.

Construction phase services that would be available in a supplemental contract are as follows:

1. Attend the Pre-Construction Conference. BCPW to conduct meeting and prepare necessary minutes.
2. Address limited questions that arise regarding clarity of the plans, intent of the design and available information used in the design of the project.
3. Perform one field visit during construction to address contractor or BCPW inquiry.

C. CLIENT'S RESPONSIBILITY

1. Make available to the ENGINEER all records, reports, maps, financial information and other data pertinent to provisions for the services required under this contract. Assist ENGINEER in obtaining documents from the County assessor, as necessary.
2. Examine all plans, specifications and other documents submitted by the ENGINEER and render decisions promptly to prevent delay to the ENGINEER.
3. Designate one employee as the CLIENT's representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the CLIENT's policies and decisions pertinent to ENGINEER's services.
4. Obtain permission to access properties for surveys and field visits.
5. Negotiate with property owners, obtain executed easements and record easements with County Recorder of Deeds for the project.
6. Administer construction and perform construction oversight and observation.
7. Keep record drawings for future use. ENGINEER is not responsible for record drawings at conclusion of project.

D. TIME FOR COMPLETION

1. Notice to Proceed: February 9, 2009 (Anticipated)
2. 50% Design Submittal: March 20, 2009

3. 75% Design Submittal (with easement documents): May 8, 2009
4. 95% Design Submittal: June 5, 2009
5. Advertise for Bid: June 19, 2009
6. Open Bids: July 17, 2009
7. Begin Construction: August 14, 2009

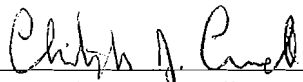
Assumes: 2-week review periods for County staff, easements will be granted without delay to the project schedule, permits will be granted from Corps of Engineers and DNR in 60 days, utilities can be avoided or relocated without delay to the project.

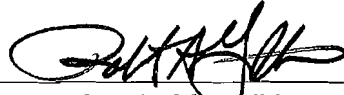
E. PAYMENTS TO THE ENGINEER

1. CLIENT agrees to compensate the ENGINEER for services in Section A as rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses as set forth in *General Consulting Services Agreement*, dated January 5th, 2009, to a not to exceed amount of \$44,520.00.
2. Fees and all other charges will be billed monthly for work performed on an hourly and expense basis as the work progresses.

Submitted By:

BARTLETT & WEST, INC.

By 
Chris J. Criswell, P.E.

By 
Robert A. Gilbert, P.E.

Title Project Manager

Title Vice President

Dated 1/28/09

**PROFESSIONAL SERVICES FEE ESTIMATE
OWENS SCHOOL ROAD BRIDGE REPLACEMENT AND
OWENS SCHOOL ROAD AND LEVEL ROAD INTERSECTION IMPROVEMENTS
BARTLETT & WEST PROJECT NO. 15935.100**

TASK 1 - PROPERTY SURVEYS & EASEMENTS

Labor:	A	Sr. Engineer/Eng. VII	0	@	\$135.00	\$0.00
	B	PM/Eng. V	1	@	\$114.00	\$114.00
	C	Eng. I	2	@	\$72.00	\$144.00
	D	Eng. Tech V	4	@	\$70.00	\$280.00
	E	Surveyor V	14	@	\$98.00	\$1,372.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	21		TOTAL LABOR TASK 1	\$1,910.00

TASK 2 - TOPOGRAPHIC SURVEYS & DATA COLLECTION

Labor:	A	Sr. Engineer/Eng. VII	0	@	\$135.00	\$0.00
	B	PM/Eng. V	2	@	\$114.00	\$228.00
	C	Eng. I	6	@	\$72.00	\$432.00
	D	Eng. Tech V	32	@	\$70.00	\$2,240.00
	E	Surveyor V	30	@	\$98.00	\$2,940.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	70		TOTAL LABOR TASK 2	\$5,840.00

TASK 3 - BRIDGE HYDRAULIC ANALYSIS/CONCEPT DESIGN

Labor:	A	Sr. Engineer/Eng. VII	9	@	\$135.00	\$1,215.00
	B	PM/Eng. V	2	@	\$114.00	\$228.00
	C	Eng. I	26	@	\$72.00	\$1,872.00
	D	Eng. Tech V	8	@	\$70.00	\$560.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	45		TOTAL LABOR TASK 3	\$3,875.00

TASK 4 - 50% DESIGN SUBMITTAL

Labor:	A	Sr. Engineer/Eng. VII	7	@	\$135.00	\$945.00
	B	PM/Eng. V	14	@	\$114.00	\$1,596.00
	C	Eng. I	41	@	\$72.00	\$2,952.00
	D	Eng. Tech V	31	@	\$70.00	\$2,170.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	3	@	\$68.00	\$204.00
		Sub-Total Labor	96		TOTAL LABOR TASK 4	\$7,867.00

TASK 5 - 75% DESIGN SUBMITTAL

Labor:	A	Sr. Engineer/Eng. VII	7	@	\$135.00	\$945.00
	B	PM/Eng. V	14	@	\$114.00	\$1,596.00
	C	Eng. I	48	@	\$72.00	\$3,456.00
	D	Eng. Tech V	36	@	\$70.00	\$2,520.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	105		TOTAL LABOR TASK 5	\$8,517.00

TASK 6 - 95% DESIGN SUBMITTAL

Labor:	A	Sr. Engineer/Eng. VII	2	@	\$135.00	\$270.00
	B	PM/Eng. V	20	@	\$114.00	\$2,280.00
	C	Eng. I	3	@	\$72.00	\$216.00
	D	Eng. Tech V	18	@	\$70.00	\$1,260.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	43		TOTAL LABOR TASK 6	\$4,026.00

**PROFESSIONAL SERVICES FEE ESTIMATE
OWENS SCHOOL ROAD BRIDGE REPLACEMENT AND
OWENS SCHOOL ROAD AND LEVEL ROAD INTERSECTION IMPROVEMENTS
BARTLETT & WEST PROJECT NO. 15935.100**

TASK 7 - FINAL DESIGN SUBMITTAL

Labor:	A	Sr. Engineer/Eng. VII	0	@	\$135.00	\$0.00
	B	PM/Eng. V	5	@	\$114.00	\$570.00
	C	Eng. I	4	@	\$72.00	\$288.00
	D	Eng. Tech V	10	@	\$70.00	\$700.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	19		TOTAL LABOR TASK 7	\$1,558.00

TASK 8 - BIDDING PHASE SERVICES

Labor:	A	Sr. Engineer/Eng. VII	8	@	\$135.00	\$1,080.00
	B	PM/Eng. V	9	@	\$114.00	\$1,026.00
	C	Eng. I	18	@	\$72.00	\$1,296.00
	D	Eng. Tech V	0	@	\$70.00	\$0.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	2	@	\$68.00	\$136.00
		Sub-Total Labor	37		TOTAL LABOR TASK 8	\$3,538.00

TASK 9 - PROJECT MANAGEMENT AND COORDINATION

Labor:	A	Sr. Engineer/Eng. VII	4	@	\$135.00	\$540.00
	B	PM/Eng. V	20	@	\$114.00	\$2,280.00
	C	Eng. I	0	@	\$72.00	\$0.00
	D	Eng. Tech V	0	@	\$70.00	\$0.00
	E	Surveyor V	0	@	\$98.00	\$0.00
	F	Administrator II	0	@	\$68.00	\$0.00
		Sub-Total Labor	24		TOTAL LABOR TASK 9	\$2,820.00

TOTAL LABOR TASKS 1-9 \$39,951.00

EXPENSES

Mileage - Field Visits and Meetings	1300	@	\$0.63	\$819.00
CADD Charges \$7.00/hour	200	@	\$7.00	\$1,400.00
Printing and Plotting	1	@	\$1,000.00	\$1,000.00
Postage & Delivery	1	@	\$50.00	\$50.00
GPS and Total Station Charges \$25.00/hour	22	@	\$25.00	\$550.00
Survey Supplies	1	@	\$150.00	\$150.00
Title Company Services	1	@	\$600.00	\$600.00
			TOTAL EXPENSES	\$4,569.00

TOTAL COST FOR ALL SERVICES (LABOR PLUS EXPENSES) \$ 44,520.00

PROFESSIONAL SERVICES FEE ESTIMATE							
OWENS SCHOOL ROAD BRIDGE REPLACEMENT AND							
OWENS SCHOOL ROAD AND LEVEL ROAD INTERSECTION IMPROVEMENTS							
BARTLETT & WEST PROJECT NO. 15935.100							
	Sr. Engr/Eng VII	PM/Eng V	Eng I	Eng Tech V	Surveyor V	Adm II	Total Hours
	A	B	C	D	E	F	
TASK 1 - PROPERTY SURVEYS & EASEMENTS							
1.1					6		6
1.2					2		2
1.3		1	2	4	6		13
	0	1	2	4	14	0	21
TASK 2 - TOPOGRAPHIC SURVEYS & DATA COLLECTION							
2.1			2	2			4
2.2			2	2			5
2.3		1	2	2			5
2.4				8	4		12
2.5				8	8		16
2.6				4	6		10
2.7				8	8		16
2.8					2		2
	0	1	2	8	2	0	13
	0	2	6	32	30	0	70
TASK 3 - BRIDGE HYDRAULIC ANALYSIS/CONCEPT DESIGN							
3.1			4				4
3.2	1		2				3
3.3	4		10				14
3.4	4	1	6				11
3.5		1	4	8			13
	9	2	26	8	0	0	45
TASK 4 - 50% DESIGN SUBMITTAL							
4.1	1		4	2			7
4.2	1		4	2			7
4.3	1	4	8	16			29
4.4		1	2	1		1	5
4.5	2	2	8			1	13
4.6		4	12				16
4.7		3	3	2			8
4.8	2			8		1	11
	7	14	41	31	0	3	96
TASK 5 - 75% DESIGN SUBMITTAL							
5.1	1	2	4	4			11
5.2	2	4	32	28			66
5.3	1	4	8	4			17
5.4	1	2					3
5.5		2	4				6
5.6	2						2
	7	14	48	36	0	0	105

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

17th

day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the Soil and Water Conservation Service Agreement with the Boone County Soil and Water Conservation District. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

SOIL AND WATER CONSERVATION SERVICE AGREEMENT

THIS AGREEMENT is made on the 17th day of March, 2009, by and between Boone County, Missouri, a first class county and a political subdivision of the state of Missouri, by and through its County Commission, hereinafter "County", and Boone County Soil and Water Conservation District, a political subdivision of the state of Missouri, hereinafter called "District".

IN CONSIDERATION OF each party's performance of its respective obligations under this agreement, the parties agree to the following:

1. **District's Obligations** - In consideration of the County's payment for services the District agrees to provide County with the following services during calendar year 2009:

1.1 **Planning Department Services** - District agrees to review proposed developments and subdivision plats for sufficiency of erosion control and storm water runoff plans and to make written comments and recommendations pertaining to same in a form of a written report for each such submittal. Written reports shall be submitted prior to the second Thursday of each month provided County makes request for review and written report at least two weeks before the second Thursday of each month. District further agrees to provide testimony on proposed developments and subdivision plats with respect to erosion control and storm water runoff periodically when and as needed at Planning and Zoning Commission meetings and/or County Commission meetings.

1.2 **Plat Books** - District agrees to provide County (most current version available) at no additional cost, 64 Boone County Plat Books. Such plat books shall be provided to the Department of Planning and Building Inspection for distribution within County government as deemed appropriate by County.

2. **County Obligation** - County agrees to pay District a lump sum of \$15,000.00 for services under this agreement during calendar year 2009; payment shall be made in one lump sum upon invoice by District.

3. **Termination** - This agreement may be terminated by either party upon thirty days written notice for cause in the event either party materially fails to perform any term or condition of this agreement. In the event of termination, District shall refund any unearned amounts paid to District prorated through the date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

**BOONE COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

Craig A. Clark

Title Chairman

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY
COMMISSION**

Kimberly D. Jones

Presiding Commissioner

ATTEST:

Wendy S. Noyes
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

Certification:

In accordance with RSMo 50.660, I hereby certify that a sufficient unnumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

1430-86605 \$15,000.00

Jane Pitchford Leg KF 3/9/09
Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

17th day of March

20 09

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

Now on this day the County Commission of the County of Boone does hereby accept the following resignations from various Boone County committees:

- Glenda Nickell, Mental Health Board, 2/14/08
- Larry McBee, Board of Parks, 10/28/08
- Kerri McBee, Board of Health, 11/20/08
- Dan Haid, Road & Bridge Advisory Committee, 2/27/09
- CJ Dykhouse, Boone County Family Resources, 7/28/08
- Nancy Howard, Mental Health Board, 11/21/08

Done this 17th day of March, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

From: Jessica Sapp
To: Joshua Norberg
Date: 3/11/2009 2:29 PM
Subject: commission order

ok.....

As i was cleaning out my file drawer full of board member info, i came across some old commission orders that made someone's resignation 'official'. over the past year, i have had a handful of resignations and we have just sent a letter. unbeknownst to me, a commission order was normal procedure.

Below are names, etc of persons that I could recall (and find) that have resigned during their term on a board. Would you please prepare a commission order about their resignation? You can put it on tomorrows agenda or hold off until next week. I really don't care. It's up to you whether you would create individual CO's or one collective.

Glenda Nickell, Mental Health Board, 2/14/08
Larry McBee, Board of Parks, 10/28/08
Kerri McBee, Board of Health, 11/20/08
Dan Haid, Road & Bridge Advisory Committee, 2/27/09
CJ Dykhouse, Boone County Family Resources, 7/28/08
Nancy Howard, Mental Health Board, 11/21/08

Thanks,
Jess

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

17th

day of March

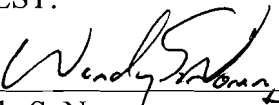
20 09

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

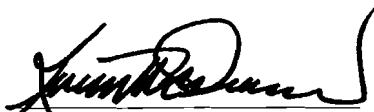
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on the second Thursday of April, May, and June 2009, from 6:00 p.m. through 9:30 p.m. for the Boone County Democratic Central Committee.

Done this 17th day of March, 2009.

ATTEST:



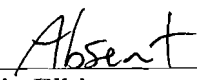
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Meeting
Date(s) of Use: 2nd thru 4th each month
Time of Use: From: 6 a.m./p.m. thru 9:30 a.m./p.m.

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Boone County Democratic Central Committee
Organization Representative/Title: Jane Schulta
Address/Phone Number: 912 E. Walnut 875-1295
Date of Application: 3-12-09

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Norcum
County Clerk

[Signature]
County Commissioner

DATE: 3/17/09

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 09

In the County Commission of said county, on the

17th

day of March


20 09


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

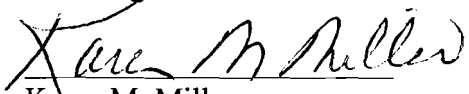
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on March 13, 2009, from 6:30 p.m. until 9:30 p.m., and on April 24, 2009, from 6:30 p.m. until 9:00 p.m. for a Karis Church class.

Done this 17th day of March, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

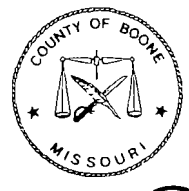

Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

125-2009

RECEIVED MAR 13 2009

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Class

Date(s) of Use: 3-13-09, 4-24-09,

Time of Use: From: 6:30 a.m./p.m. thru 9:00 a.m./p.m.

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Karis Church / Rob Gasikin

Organization Representative/Title: Rob Gasikin / member

Address/Phone Number: 209 Anderson Columbia, MO 65203 573.529.0909

Date of Application: 3-13-09

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 3/17/09