

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 147/2010 – Ready Mix Concrete & Cement with Central Concrete Company of Columbia, MO and Con-Agg of MO, LLC d/b/a Columbia Ready Mix of Columbia, MO. These term and supply contracts are in effect for the period September 1, 2014 through August 31, 2015.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 16th day of October, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]
Karen M. Miller

District I Commissioner

[Signature]
Janet M. Thompson

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 2, 2014
RE: Cooperative Contract – 147/2010 – *Ready Mix Concrete & Cement*

Purchasing and Public Works request permission to utilize the City of Columbia cooperative contract 147/2010 – *Ready Mix Concrete & Cement* with Central Concrete Company of Columbia, MO and Con-Agg of MO, L.L.C. d/b/a Columbia Ready Mix of Columbia, MO.

These term and supply contracts are in effect for the period September 1, 2014 through August 31, 2015. Invoices will be paid from department 2040 – PW – Maintenance Operations, account 26000 – Pavement Repairs Material. \$144,117 remains in the account at this time.

cc: Contract File
Chet Dunn / Margaret Green, Public Works

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
mbobbitt@boonecountymmo.org

July 24, 2014

Central Concrete Company
Attn: Cooper Snyder
P.O. Box 1348
Columbia, MO 65205

RE: # 147/2010 – Ready Mix Concrete & Cement

Dear Mr. Snyder:

The County of Boone is interested in using the City of Columbia cooperative contract for Ready Mix Concrete & Cement. Please sign and return both copies of the contract as soon as possible. We will then read the award recommendation in Commission for approval.

You may have your insurance agent fax your insurance certificate to (573) 886-4390. The County's insurance requirements are attached. The County of Boone must be named as "additional insureds".

Upon commission approval of contract and receipt of required information above, we will return one copy the original contract.

We've recently started to utilize ACH payments for our invoices. Contractor may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Contractor may offer additional discounts for early payment on the Response Form.

Prompt Payment Terms: Net 30

Will you accept automated clearinghouse (ACH) for payment of invoices? yes - ~~no~~

Please contact me should you have any questions or need additional information. We look forward to doing continued business with your firm.

Sincerely,

Melinda Bobbitt, CPPO
Director of Purchasing

cc: Contract File

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

THIS AGREEMENT dated the 16th day of October 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Central Concrete Company**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Ready Mix Concrete & Cement** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for bid number **147/2010** as well as Boone County Standard Terms and Conditions, and Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Bid number **147/2010** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on September 1, 2014 and extend through August 31, 2015** subject to the provisions for termination specified below. No penalty for early termination by either party due to County possibly revising aggregate specifications for 2015.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

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

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

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

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

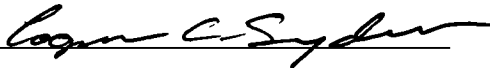
491-2014

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

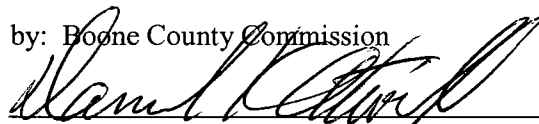
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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


CENTRAL CONCRETE COMPANY

by 
title COO

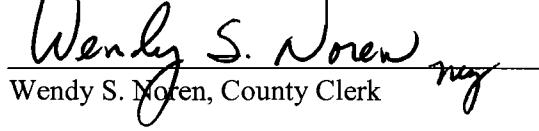
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

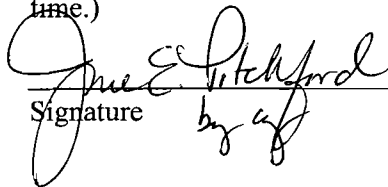

County Counselor

ATTEST:


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 the contract do not create a measurable county obligation at this time.)

<u></u>	<u>10/3/14</u>	<u>2040 / 26000 / Term & Supply</u>
Signature <i>by aff</i>	Date	Appropriation Account <u>No Encumbrance Required</u>

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers 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 Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. 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 Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

9/4/2014

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
147/2010**

CONTRACT PERIOD: September 1, 2014 through August 31, 2015

The City of Columbia has renewed the above contract with your firm, with price increases, for one additional year per your renewal offer dated 9/3/2014. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
147/2010	9/1/14 - 8/31/15	5 of 5	12578	Central Concrete Co. PO Box 1348 Columbia, MO 65205 Attn: Cooper Snyder Phone: 573-443-2426 Fax: 573-256-8258 Email: csnyder@centralconcretete.com

Contract Description: Ready Mix Concrete & Cement

Items Awarded: Per Agreement

Price: Please see attached

Term: Net 30 days

Notes from Procurement Officer:

Sincerely,

Michelle Sorensen, Procurement Officer
City of Columbia
(573) 874-6317

CC: Sam Thomas, Gabe Huffington, Bill Strawn, Aaron Ray

147/2010
Central Concrete

		Year 1	Year 2	Year 3	Year 4	Year 5
1.1	Ready mix concrete, 6 bag mix/CY	\$85.00	\$92.00	\$95.00	\$97.00	\$99.00
1.2	Ready mix concrete, 8 bag mix/CY	\$98.00	\$102.00	\$106.00	\$108.00	\$110.00
1.3	Ready mix concrete, 9 bag mix/CY	\$100.00	\$108.00	\$112.00	\$114.00	\$116.00
2.1	Calcium Chloride, 1% Add/CY	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75
2.2	Calcium chloride, 2% Add/CY	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
2.3	Hot Water, Add/CY	\$4.75	\$4.75	\$4.75	\$5.00	\$5.00
2.4	Non-Chlorid Accelerator, 1%/bag			\$0.83	\$0.83	\$0.83
2.5	Non-Chlorid Accelerator, 2%/bag			\$1.66	\$1.66	\$1.66
3.1	Flowable fill, 50# cement/yd	\$67.00	\$64.00	\$65.00	\$65.00	\$65.00
3.2	Flowable fill, 100# cement/yd	\$64.00	\$68.00	\$70.00	\$70.00	\$70.00
4.1	Reinforcing steel rod, 1/2 x 20'	\$0.36	\$0.36	\$0.40	\$0.40	\$0.40
4.2	Wire mesh, 10 ga. 6" x 6" mesh	No Bid	No Bid	No Bid	No Bid	No Bid
4.3	Expansion Board, 1/2" x 4" x 5'	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
4.4	Expansion Board, 1/2" x 6" x 5'	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
4.5	Expansion Joint, 4"	No Bid	No Bid	No Bid	No Bid	No Bid
4.6	Expansion Joint, 6"	No Bid	No Bid	No Bid	No Bid	No Bid

Ex: City Class A - 6 bg X .83= \$4.98 For NCA
Ex: City Class A - 6 bg X 1.66= \$9.96 For NCA

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Boone)
State of Missouri)SS.

My name is Cooper Snyder am an authorized agent of Central Concrete 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 City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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 RSMo 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.

Cooper Snyder
Affiant

Cooper Snyder
Printed Name

Subscribed and sworn to before me this 4 day of September 2014

Elizabeth C. Snyder
Notary Public



ELIZABETH C. SNYDER
My Commission Expires
October 31, 2014
Boone County
Commission # 10393939



Company ID Number: 235525

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 Central Concrete Co.

Snyder C Cooper

Name (Please Type or Print)

Title

Electronically Signed

08/04/2009

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

08/04/2009

Signature

Date



Company ID Number: 235525

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Central Concrete Co.

Company Facility Address: 2000 Dogwood Ln.

Columbia, MO 65201

Company Alternate

Address: P.O. Box 1348

Columbia, MO 65205

County or Parish: BOONE

Employer Identification

Number: 431701454

North American Industry
Classification Systems

Code: 327

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 235525

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

Name:	Snyder C Elizabeth	Fax Number:	(573) 256 - 8258
Telephone Number:	(573) 443 - 2426		
E-mail Address:	ellizabethcsnyder@yahoo.com		
Name:	Snyder C Cooper	Fax Number:	(573) 256 - 8258
Telephone Number:	(573) 443 - 2426		
E-mail Address:	csnyder@centralconcretete.com		



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

8/13/13

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
147/2010**

CONTRACT PERIOD: September 1, 2013 through August 31, 2014

The City of Columbia has renewed the above contract with your firm with a price increase, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
147/2010	9/01/13 – 8/31/14	4 of 5	12578	Central Concrete Co. P.O. Box 1348 Columbia, MO 65205 Attn: Cooper Snyder Phone: 573-443-2426 Fax: 573-256-8258

Contract Description: Ready Mix Concrete & Cement – Term & Supply

Price: See Attached

Terms: Net 30 days

Notes from Procurement Officer:

Sincerely,

Melinda Pope, Procurement Officer
City of Columbia
Purchasing Division
(573) 874-7375

cc: Sam Thomas, Gabe Huffington, Bill Strawn, Aaron Ray

147/2010
Central Concrete

		Year 1	Year 2	Year 3	Year 4	Year 5
1.1	Ready mix concrete, 6 bag mix/CY	\$85.00	\$92.00	\$95.00	\$97.00	
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1.3	Ready mix concrete, 9 bag mix/CY	\$100.00	\$108.00	\$112.00	\$114.00	
2.1	Calcium Chloride, 1% Add/CY	\$1.75	\$1.75	\$1.75	\$1.75	
2.2	Calcium chloride, 2% Add/CY	\$3.50	\$3.50	\$3.50	\$3.50	
2.3	Hot Water, Add/CY	\$4.75	\$4.75	\$4.75	\$5.00	
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2.5	Non-Chlorid Accelerator, 2%/bag			\$1.66	\$1.66	
3.1	Flowable fill, 50# cement/yd	\$67.00	\$64.00	\$65.00	\$65.00	
3.2	Flowable fill, 100# cement/yd	\$64.00	\$68.00	\$70.00	\$70.00	
4.1	Reinforcing steel rod, 1/2 x 20'	\$0.36	\$0.36	\$0.40	\$0.40	
4.2	Wire mesh, 10 ga. 6" x 6" mesh	No Bid	No Bid	No Bid	No Bid	
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4.6	Expansion Joint, 6"	No Bid	No Bid	No Bid	No Bid	

Ex: City Class A - 6 bg X .83= \$4.98 For NCA
 Ex: City Class A - 6 bg X 1.66= \$9.96 For NCA

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
Email mcp@gocolumbiamo.com
Phone +1 (573) 874-7375
Fax +1 (573) 874-7762

Bid Number 147/2010
Title Ready Mix Concrete and Cement Products
Bid Type RFQ-F
Issue Date 07/22/2010
Close Date 8/18/2010 2:00:00 PM

Contact Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions
Header	Insurance Requirements - Non Construction 1-09.pdf	Insurance Requirements - Non Construction 1-09

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
3	Delivery	Indicate delivery turnaround for orders after notice from City Department is given. (Hours/Days)	_____ (Required)
4	Term and Supply Contract Conditions	<p>TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Ready Mix Concrete & Cement Products, as needed and as requested, from date of award through August 31, 2011. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.</p> <p>Quantities listed are estimated and may be increased or decreased as needed to meet the needs of the City.</p>	_____ (Required)
5	Renewal Options	<p>Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.</p>	_____ (Required)
6	Contract Administration Contact	Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract.	_____ (Required)
7	Cooperative Contract Pricing	<p>Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)</p>	_____ (Optional)
8	SECONDARY SUPPLIER	<p>If not awarded this contract as the primary supplier, will you still honor the same quoted prices for any orders placed with your firm as a back-up supplier?</p> <p>If no, indicate what pricing will be as a back-up supplier</p>	_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	GROUP A READY MIX CONCRETE Quote on concrete mix as listed below. Mixes must comply with the City of Columbia's current Street and Storm Sewer Specifications and Standards, Section 230.	\$ _____

Item Notes: Bid prices quoted below for Ready-Mix Concrete must include all delivery costs, stop charges, small load rates, etc.

Supplier Notes: _____

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	2,500	CU. YD.	SIX (6) BAG MIX, 4000 PSI	\$ _____

Supplier Notes: _____

1.2	1,600	CU. YD.	EIGHT (8) BAG MIX, 4000 PSI, High Early	\$ _____
-----	-------	---------	---	----------

Supplier Notes: _____

1.3	100	CU. YD.	NINE (9) BAG MIX, 8000 PSI	\$ _____
-----	-----	---------	----------------------------	----------

Supplier Notes: _____

2	1	PKG	Extras:	\$ _____
---	---	-----	---------	----------

Supplier Notes: _____

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	cu. yd.	Calcium Chloride, 1%, Add	\$ _____

Supplier Notes: _____

2.2	1	cu. yd.	Calcium Chloride, 2%, Add	\$ _____
-----	---	---------	---------------------------	----------

Supplier Notes: _____

2.3 1 cu. yd. Hot Water, Add \$ _____

Supplier
Notes:

3 1 PKG OPTION
The City may purchase flowable fill in order to test the performance characteristics of the product at the following prices: \$ _____

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

3.1	1	CU. YD.	FLOWABLE FILL, 50# cement/yd	\$ _____
-----	---	---------	------------------------------	----------

Supplier
Notes:

3.2	1	CU. YD.	FLOWABLE FILL, 100# cement/yd	\$ _____
-----	---	---------	-------------------------------	----------

Supplier
Notes:

4 1 PKG GROUP B MISC. MATERIALS \$ _____

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

4.1	11,000	FEET	REINFORCING STEEL ROD, 1/2 X 20'	\$ _____
-----	--------	------	----------------------------------	----------

Supplier
Notes:

4.2	2	RL	WIRE MESH, 10 ga., 6" X 6" MESH	\$ _____
-----	---	----	---------------------------------	----------

Supplier
Notes:

4.3	355	FEET	EXPANSION BOARD, 1/2" X 4" X 5'	\$ _____
-----	-----	------	---------------------------------	----------

Supplier
Notes:

4.4	375	FEET	EXPANSION BOARD, 1/2" X 6" X 5'	\$ _____
-----	-----	------	---------------------------------	----------

Supplier
Notes:

4.5	510	FEET	EXPANSION JOINT, 4"	\$ _____
-----	-----	------	---------------------	----------

Supplier
Notes:

4.6	315	FEET	EXPANSION JOINT, 6"	\$ _____
-----	-----	------	---------------------	----------

Supplier
Notes:



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
12. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
13. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: central* concrete* company*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

THIS AGREEMENT dated the 16th day of October 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C, d/b/a Columbia Ready Mix**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **Ready Mix Concrete & Cement** in compliance with all bid specifications and any addendum issued for the City of Columbia, Request for bid number **147/2010** as well as Boone County Standard Terms and Conditions, and Insurance Requirements. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Bid number **147/2010** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **September 1, 2014 and extend through August 31, 2015** subject to the provisions for termination specified below. No penalty for early termination by either party due to County possibly revising aggregate specifications for 2015.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

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

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

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

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

491-2014


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

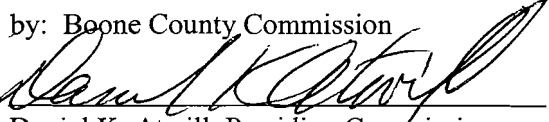
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**CON-AGG OF MO, L.L.C.
D/B/A COLUMBIA READY MIX**


BOONE COUNTY, MISSOURI

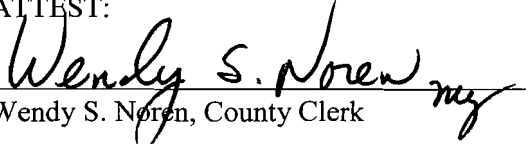
by 
title Sales Manager

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

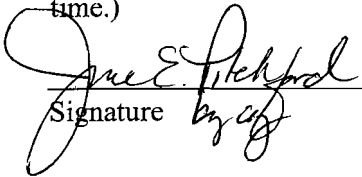
ATTEST:


County Counselor


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 the contract do not create a measurable county obligation at this time.)


Signature

10/3/14
Date

2040 / 26000 / Term & Supply
No Encumbrance Required
Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers 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 Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. 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 Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

9/2/2014

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
147/2010**

CONTRACT PERIOD: September 1, 2014 through August 31, 2015

The City of Columbia has renewed the above contract with your firm, with price increases, for one additional year per your renewal offer dated 8/12/2014. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
147/2010	9/1/14 - 8/31/15	5 of 5	2859	Columbia Ready Mix 2604 N Stadium Blvd. Columbia, MO 65202 Attn: Craig Kellmann Phone: 573-446-0919 Fax: 573-446-0147 Email: ckellmann@conagg-mo.com

Contract Description: Ready Mix Concrete & Cement

Items Awarded: Per Agreement

Price: Please see attached

Term: Net 30 days

Notes from Procurement Officer:

Sincerely,

Michelle Sorensen, Procurement Officer
City of Columbia
(573) 874-6317

CC: Sam Thomas, Gabe Huffington, Bill Strawn, Aaron Ray

RFQ #147/2010

Ready Mix Concrete & Cement

Dept/Div: W & L, P & R, PW

Columbia Ready Mix

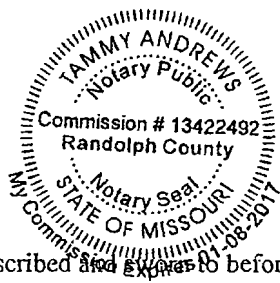
		Year 1	Year 2	Year 3	Year 4	Year 5
1.1	Ready mix concrete, 6 bag mix/CY	\$86.00 - Fly Ash \$89.00 - no Fly Ash	\$92 - Fly Ash, \$95 no fly ash	\$95 - Fly Ash, \$98 - No Fly Ash	\$97 - Fly Ash, \$100 - No Fly Ash	\$99 - Fly Ash, \$103 - No Fly Ash
1.2	Ready mix concrete, 8 bag mix/CY	\$98.00 - see notes	\$104.00	\$107.00	\$110.00	\$113.00
1.3	Ready mix concrete, 9 bag mix/CY	\$103.00 - see notes	\$109.00	\$112.00	\$113.00	\$116.00
2.1	Calcium Chloride, 1% Add/CY	\$2.50 P.C.Y	\$2.50	\$2.50	\$2.75	\$2.75
2.2	Calcium chloride, 2% Add/CY	\$5.00 P.C.Y.	\$5.00	\$5.00	\$5.50	\$5.50
2.3	Hot Water, Add/CY	\$5.00 P.C.Y.	\$5.00	\$6.00	\$6.50	\$6.50
3.1	Flowable fill, 50# cement/yd	\$48.00	\$48.00	\$57.00	\$60.00	\$62.00
3.2	Flowable fill, 100# cement/yd	\$50.00	\$50.00	\$59.00	\$62.00	\$64.00
4.1	Reinforcing steel rod, 1/2 x 20'	\$7.75 each stick	\$7.75 each stick	\$7.75 each stick	\$7.75 each stick	\$7.75 each stick
4.2	Wire mesh, 10 ga. 6" x 6" mesh	N/A	n/a	n/a	n/a	n/a
4.3	Expansion Board, 1/2" x 4" x 5'	\$0.00				
4.4	Expansion Board, 1/2" x 6" x 5'	\$0.00				
4.5	Expansion Joint, 4"	\$219.30 - see notes	2.35 each (120 pcs)	2.35 each (120 pcs)	\$2.35 each	2.50 each
4.6	Expansion Joint, 6"	160.65 - see notes	2.85 each (63 pcs)	2.85 each (63 pcs)	\$2.85 each	3.75 each
	Minimum Delivery Charge (under 3 yards)		50	50	\$60.00	\$75.00

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Boone)
)SS.
State of Missouri)

My name is Craig Kellmann. I am an authorized agent of Columbia Ready Mix
_____ (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the City of
Columbia. This business does not knowingly employ any person who is an unauthorized alien in
connection with the services being provided. **Documentation of participation in a federal work
authorization program is attached to this affidavit.**

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 RSMo 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.



[Signature]
Affiant

Craig Kellmann
Printed Name

Subscribed and sworn to before me this 12th day of August, 2014.

[Signature]
Notary Public



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

8/13/13

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
147/2010**

CONTRACT PERIOD: September 1, 2013 through August 31, 2014

The City of Columbia has renewed the above contract with your firm with a price increase, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
147/2010	9/01/13 – 8/31/14	4 of 5	2859	Columbia Ready Mix 2604 N Stadium Blvd. Columbia, MO 65202 Fax: 573-446-2870 Email: ckellmann@conagg-mo.com

Contract Description: Ready Mix Concrete & Cement – Term & Supply

Price: See Attached

Terms: Net 30 days

Notes from Procurement Officer:

Sincerely,

Melinda Pope, Procurement Officer
City of Columbia
Purchasing Division
(573) 874-7375

cc: Sam Thomas, Gabe Huffington, Bill Strawn, Aaron Ray

RFQ #147/2010

Ready Mix Concrete & Cement

Dept/Div: W & L, P & R, PW

Columbia Ready Mix

		Year 1	Year 2	Year 3	Year 4	Year 5
1.1	Ready mix concrete, 6 bag mix/CY	\$86.00 - Fly Ash \$89.00 - no Fly Ash	\$92 - Fly Ash, \$95 no fly ash	\$95 - Fly Ash, \$98 - No Fly Ash	\$97 - Fly Ash, \$100 - No Fly Ash	
1.2	Ready mix concrete, 8 bag mix/CY	\$98.00 - see notes	\$104.00	\$107.00	\$110.00	
1.3	Ready mix concrete, 9 bag mix/CY	\$103.00 - see notes	\$109.00	\$112.00	\$113.00	
2.1	Calcium Chloride, 1% Add/CY	\$2.50 P.C.Y	\$2.50	\$2.50	\$2.75	
2.2	Calcium chloride, 2% Add/CY	\$5.00 P.C.Y.	\$5.00	\$5.00	\$5.50	
2.3	Hot Water, Add/CY	\$5.00 P.C.Y.	\$5.00	\$6.00	\$6.50	
3.1	Flowable fill, 50# cement/yd	\$48.00	\$48.00	\$57.00	\$60.00	
3.2	Flowable fill, 100# cement/yd	\$50.00	\$50.00	\$59.00	\$62.00	
4.1	Reinforcing steel rod, 1/2 x 20'	\$7.75 each stick	\$7.75 each stick	\$7.75 each stick	\$7.75 each stick	
4.2	Wire mesh, 10 ga. 6" x 6" mesh	N/A	n/a	n/a	n/a	
4.3	Expansion Board, 1/2" x 4" x 5'	\$0.00				
4.4	Expansion Board, 1/2" x 6" x 5'	\$0.00				
4.5	Expansion Joint, 4"	\$219.30 - see notes	2.35 each (120 pcs)	2.35 each (120 pcs)	\$2.35 each	
4.6	Expansion Joint, 6"	160.65 - see notes	2.85 each (63 pcs)	2.85 each (63 pcs)	\$2.85 each	
	Minimum Delivery Charge (under 3 yards)		50	50	\$60.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2014

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 508628-AII-GAWU-14-15	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td>Indemnity Insurance Company Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Company Of North America	43575	INSURER C:	N/A	N/A	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Con-Agg of MO, LLC 2604 North Stadium Blvd. Columbia, MO 65202																					

COVERAGES	CERTIFICATE NUMBER: NYC-006580349-07	REVISION NUMBER: 5
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HDO G27332067	03/31/2014	03/31/2015	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							SIR	\$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08820417	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							SIR	\$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C47887471 (AOS)	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B	Y / N <input checked="" type="checkbox"/> N / A			WLR C47887574 (AZ)	03/31/2014	03/31/2015	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE COUNTY IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
 BOONE COUNTY PURCHASING
 613 E. ASH STREET, ROOM 109
 COLUMBIA, MO 65201
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Jessica Cullen

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
Email mcp@gocolumbiamo.com
Phone +1 (573) 874-7375
Fax +1 (573) 874-7762

Bid Number 147/2010
Title Ready Mix Concrete and Cement
Products
Bid Type RFQ-F
Issue Date 07/22/2010
Close Date 8/18/2010 2:00:00 PM

Contact Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Signature _____

Supplier Notes

Date / /

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. SEALED BIDS MAY BE SUBMITTED AT 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions
Header	Insurance Requirements - Non Construction 1-09.pdf	Insurance Requirements - Non Construction 1-09

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions	_____ (Required)
2	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
3	Delivery	Indicate delivery turnaround for orders after notice from City Department is given. (Hours/Days)	_____ (Required)
4	Term and Supply Contract Conditions	<p>TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Ready Mix Concrete & Cement Products, as needed and as requested, from date of award through August 31, 2011. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.</p> <p>Quantities listed are estimated and may be increased or decreased as needed to meet the needs of the City.</p>	_____ (Required)
5	Renewal Options	<p>Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.</p>	_____ (Required)
6	Contract Administration Contact	Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract.	_____ (Required)
7	Cooperative Contract Pricing	<p>Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)</p>	_____ (Optional)
8	SECONDARY SUPPLIER	<p>If not awarded this contract as the primary supplier, will you still honor the same quoted prices for any orders placed with your firm as a back-up supplier?</p> <p>If no, indicate what pricing will be as a back-up supplier</p>	_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	GROUP A READY MIX CONCRETE Quote on concrete mix as listed below. Mixes must comply with the City of Columbia's current Street and Storm Sewer Specifications and Standards, Section 230.	\$ _____

Item Notes: Bid prices quoted below for Ready-Mix Concrete must include all delivery costs, stop charges, small load rates, etc.

Supplier Notes: _____

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	2,500	CU. YD.	SIX (6) BAG MIX, 4000 PSI	\$ _____

Supplier Notes: _____

1.2	1,600	CU. YD.	EIGHT (8) BAG MIX, 4000 PSI, High Early	\$ _____
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Supplier Notes: _____

1.3	100	CU. YD.	NINE (9) BAG MIX, 8000 PSI	\$ _____
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Supplier Notes: _____

2	1	PKG	Extras:	\$ _____
---	---	-----	---------	----------

Supplier Notes: _____

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	cu. yd.	Calcium Chloride, 1%, Add	\$ _____

Supplier Notes: _____

2.2	1	cu. yd.	Calcium Chloride, 2%, Add	\$ _____
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Supplier Notes: _____

2.3 1 cu. yd. Hot Water, Add \$ _____

Supplier
Notes:

3 1 PKG OPTION
The City may purchase flowable fill in order to test the performance characteristics of the product at the following prices: \$ _____

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

3.1	1	CU. YD.	FLOWABLE FILL, 50# cement/yd	\$ _____
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Supplier
Notes:

3.2	1	CU. YD.	FLOWABLE FILL, 100# cement/yd	\$ _____
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Supplier
Notes:

4 1 PKG GROUP B MISC. MATERIALS \$ _____

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

4.1	11,000	FEET	REINFORCING STEEL ROD, 1/2 X 20'	\$ _____
-----	--------	------	----------------------------------	----------

Supplier
Notes:

4.2	2	RL	WIRE MESH, 10 ga., 6" X 6" MESH	\$ _____
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Supplier
Notes:

4.3	355	FEET	EXPANSION BOARD, 1/2" X 4" X 5'	\$ _____
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Supplier
Notes:

4.4	375	FEET	EXPANSION BOARD, 1/2" X 6" X 5'	\$ _____
-----	-----	------	---------------------------------	----------

Supplier
Notes:

4.5	510	FEET	EXPANSION JOINT, 4"	\$ _____
-----	-----	------	---------------------	----------

Supplier
Notes:

4.6	315	FEET	EXPANSION JOINT, 6"	\$ _____
-----	-----	------	---------------------	----------

Supplier
Notes:



INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The following terms and conditions, unless otherwise modified by the City of Columbia within this document, shall govern the submission of bids and subsequent contracts. The City of Columbia reserves the right to reject any bid that takes exception to these conditions.

Definitions as used herein:

- a. The term "bid" means a solicitation of a formal or informal, sealed offer.
- b. The term "bidder" means the person, firm or corporation who submits a formal sealed bid.
- c. The term "City" means City of Columbia, MO.
- d. The term "City Council" means the governing body of the City of Columbia, MO.
- e. The term "contractor" means the bidder awarded a contract under this bid document.

1. **Submission of Bids:** Sealed bids, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received at the Office of the Purchasing Agent, 701 E. Broadway, 5th Floor, Columbia MO 65201, until the bid closing date and time indicated for furnishing the City of Columbia the materials, supplies, equipment or services shown in the bid request.
 - **Submission of Hard Copy Paper Bids:** Bidders may submit hard copy paper bids. If the bid was published by way of hard copy, the forms provided shall be utilized and submitted as outlined in the instructions. If the bid was an electronic bid only, all the questions asked in the electronic bid must be answered in the paper response and all documents attached to the electronic bid must be downloaded, printed and submitted to the Purchasing Division by the bid closing date and time in order to be considered.
 - **Electronic Bidding:** Bidders are encouraged to use the electronic bid system for the purpose of submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request by submitting a "no bid" and note your reason.
2. **Purchase Orders:** Purchase orders resulting from this bid will be issued to the company signing and submitting this bid form. The invoice must be submitted by the company shown on the purchase order.
3. **Specifications:** Bidders shall identify the item to be furnished by brand or manufacturer's name and catalog numbers and shall also furnish specifications and descriptive literature.
4. **Item Descriptions:** Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. **Reserved Rights/Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City of Columbia awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" means best and the best bidder is not necessarily the lowest bid.

6. **Taxes:** Bidder shall not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the City is exempt from them by law. A tax exemption letter will be furnished if required.
7. **Delivery:** The delivery date(s) or when work will start, if requested, shall be stated in definite terms, as they will be taken into consideration in making the award. The City of Columbia reserves the right to cancel all or part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor must notify the City Purchasing Agent.
8. **Freight:** All bids shall be submitted FOB Destination, Columbia, Missouri. Unit prices shall include all applicable freight and handling charges.
9. **Default:** In case of any default by the bidder, the City of Columbia may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Purchasing Division shall have the right to remove any bidder who defaults on any contract with the City from all bidders' lists.
10. **Pricing:** Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **Payments:** Partial payment for delivered items or quantities of a bid may be made by the City of Columbia except in the case of "Lump Sum" bids. In the latter case, only one payment will be made in the amount of the Lump Sum price, with any Cash Discount quoted, after all the materials, supplies, or equipment have been fully delivered to the satisfaction of the Head of the Department to which the items were furnished, and the City Purchasing Agent.
12. **Addenda:** The Purchasing Agent, in the form of a written Addendum, will issue all changes, additions and/or clarifications in connection with this bid. Bidder shall review and return the signature sheet of any and all such addendum issued for said bid. In the event multiple copies of the bid are requested, equal number of addendum shall be included. In the event an addendum is not submitted with the bid by the time of bid closing, the Purchasing Agent shall make a determination as to whether or not submission of the addendum(s) may be waived as technicality or not. In general, any addendum which significantly alters the scope of work, terms of the contract or which revises any pricing information may not be waived. In the case of an addendum not submitted with the bid, which cannot be waived, the bid will be found non-responsive and will not be evaluated. Addendums that are informational in nature only and do not alter scope of work, contract terms or pricing may be agreed upon after bid opening and returned by bidder, signed, prior to contract award. It shall be the sole discretion of the Buyer of Record and the Purchasing Agent to make this determination.
13. **Receipt and Opening of Advertised Sealed Bids:** The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.
 - a. It is the bidder's sole responsibility to ensure that a bid is successfully submitted with the Purchasing Division prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Purchasing Division for a period of time established by regulation or statutes after the award is made, and are available for inspection at any time during regular working hours.

13. **Withdrawal of Bids:** Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Purchasing Agent after the bid opening, the Purchasing Agent has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Purchasing Agent will proceed in the following manner:
 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Purchasing Agent after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. **Changes in pricing,** terms or conditions will not be permitted after the deadline for receipt of bids.
14. **Rebidding:** The Purchasing Agent reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for re-submittal at the new date and time of bid closing.
15. **Bid Response:** The City is interested in doing business with your firm. In the event you are unable to quote on this requirement, please submit a "no bid response" which will indicate your desire to remain on the City's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
16. **Bid Acceptance:** A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected. Unless otherwise indicated, sixty (60) days prevail. In the event bid evaluation and award are projected to exceed sixty (60) days, the Purchasing Agent may request bidder to extend bid acceptance time for a reasonable period of time in order to make award.
17. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standards (OSHA) published in the Federal Register or other nationally recognized certifying body.
18. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the City.
19. **Variation in Quantity:** No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
20. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
21. **Discounts:** Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the City, whichever is later. For discount purposes, payment is made when the check is mailed.

22. **Patents:** The successful bidder shall defend, indemnify and save harmless, the City of Columbia, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
23. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.
24. **Contract Changes:** The Purchasing Agent may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith, (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the Purchasing Agent, if he or she decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
25. **Disputes:** If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the City Department responsible for the administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Purchasing Agent with advice of the City Counselor, shall resolve the dispute and send a written copy of his decision to the Contractor and the responsible City Department.
26. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the goods or services provided under the contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
27. **Termination for Convenience:** The Purchasing Agent may, by written notice, terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

28. **Term & Supply Contract Defined:** A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials and equipment agrees to furnish all of the needs of the various departments of the City for the articles, commodities, supplies, materials and equipment set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the City, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the City will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
29. **Estimated Quantities:** The estimated quantities indicated in this Request for Quotation represent anticipated requirements only and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The right is reserved to exceed or diminish these estimates or to omit any one or more items if desired.
30. **Fund Allocation:** Continuance of any resulting agreement, contract or issuance of purchase orders after September 30 of the current calendar year is contingent upon the allocation of City funds for the next proceeding fiscal year, (10/1-9/30).
31. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- OFFICIALS NOT TO BENEFIT:** No regular employee or elected or appointed member of the City Government shall be admitted to any share or part of this contract, or to any benefit that shall arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
32. **Hazardous Material:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
33. **Domestic Products:** Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.
34. **Debarment and Suspension:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

35. **Americans with Disabilities Act:** The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this contract involves the contractor providing services directly to the public, the successful contractor shall make the services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35 and suspension.
36. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
37. **DBE Firms:** It is the policy of the City of Columbia that businesses owned by socially and economically disadvantaged individuals are encouraged to participate in bidding and performance of City contracts. Consequently, the requirements of 49 CFR Part 26 (as amended) and the City's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds. If federal funds are involved in this contract they shall be so identified in the Notice to Bidders.
38. **Business License Requirements:** Unless exempted by City ordinance, any company awarded a contract with the City, who operates an office(s) within the City limits of Columbia, will be required to obtain a business license.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

CON-AGG OF MO LLC
 DUNS: 168720589 CAGE Code: 4CFU9
 Status: Active

2604 N STADIUM BLVD
 COLUMBIA, MO, 65202-1271,
 UNITED STATES

[Entity Overview](#)

Entity Overview

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

Entity Information

Name: CON-AGG OF MO LLC
Doing Business As: COLUMBIA READY MIX
Business Type: Business or Organization
POC Name: Sherri Howard
Registration Status: Active
Activation Date: 02/25/2014
Expiration Date: 02/25/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

WWW4

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of October 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the attached memorandum to memorialize budgeting for stormwater expenses and revenues as allocated between the General Fund and the Road and Bridge Fund.

Done this 16th day of October, 2014

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

492-2014



Boone County Resource Management

ROGER B. WILSON GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4330 FAX (573) 886-4340

DIRECTOR
STAN SHAWVER

PLANNING - INSPECTIONS - ENGINEERING

CHIEF ENGINEER
DERIN CAMPBELL

TO: BOONE COUNTY COMMISSION
JUNE PITCHFORD, COUNTY AUDITOR

FROM: STAN SHAWVER, RESOURCE MANAGEMENT 

DATE: OCTOBER 8, 2014

RE: FUNDING SOURCE FOR STORMWATER ACTIVITIES

The purpose of this memorandum is to memorialize budgeting for stormwater expenses and revenues as allocated between the General Fund and the Road and Bridge Fund.

The effective date for the provisions contained herein will be January 1, 2015.

Background:

Boone County is responsible to the United States Environmental Protection Agency (EPA) for maintaining and managing a Municipal Separate Storm Sewer System (MS4) which includes storm drains, storm sewers and ditches adjacent to county roads. To meet the requirements of the EPA, Boone County operates a stormwater division as part of the Resource Management Department with the general operating costs of said division and the specific project costs allocated between the General Fund and the Road and Bridge Fund in accordance with the provisions outlined below.

General Operating Cost for Storm Water Administration Activities:

General operating costs incurred for Storm Water Administration activities are understood to provide approximately equal benefit to the County's activities associated with maintaining its road and drainage structure network as well as the County's activities associated with its other general public services such as land use planning, land use regulation and building and construction inspections. As such, general operating costs of the Storm Water Division will be allocated 50% each to the General Fund and the Road and Bridge Fund.

Specific Storm Water Project Costs:

Costs associated with specific storm water projects will be allocated to dedicated revenues sources, such as grant or contract funds, or to the Road and Bridge Fund to the extent such costs are determined to be primarily associated with maintaining or benefiting the County's transportation network. Otherwise, the costs will be allocated to the County's General Fund.

492-2014

Revenues:

Revenues generated from specific storm water administration activities will be allocated to the same funding source as used for the project expenditures. Revenues generated from general Storm Water Administration activities will be allocated between the Road and Bridge Fund and the General Fund in the same percentage allocation as used for expenditures.

This allocation formula is to be reviewed by Resource Management staff every three years, with the first review to be prepared for the 2018 budget year.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of October 20 14

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

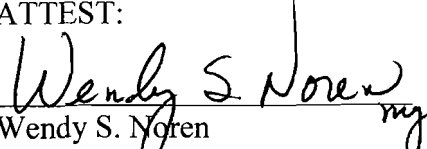
Now on this day the County Commission of the County of Boone does hereby authorize the following closed meetings:

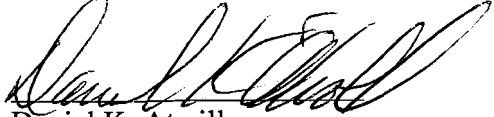
- October 21, 2014 from 1:30 p.m. to 4:30 p.m.
- October 22, 2014 from 9:00 a.m. to 5:00 p.m.
- October 23, 2014 from 9:00 a.m. to 5:00 p.m.

The meetings will be held in Room 301 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(11), specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.

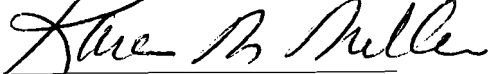
Done this 16th of October, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

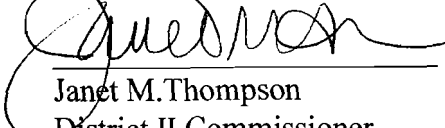

Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 14

In the County Commission of said county, on the 16th day of October 20 14

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

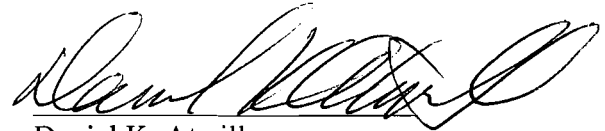
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by P.E.O.- Chapter KZ of Centralia, MO from 8:00 a.m. to 12:00 p.m. for the following dates:

- October 21, 2014
- November 11, 2014
- December 9, 2014
- January 20, 2015
- February 3, 2015
- February 17, 2015
- March 3, 2015

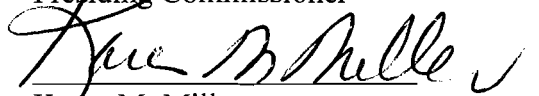
Done this 16th day of October, 2014.

ATTEST:

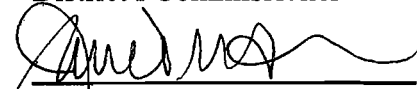
Wendy S. Nooren
Wendy S. Nooren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
 Karen M. Miller, District I Commissioner
 Janet M. Thompson, District II Commissioner



Roger B. Wilson
 Boone County Government Center
 801 East Walnut, Room 333
 Columbia, MO 65201-7732
 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: PEO-CHAPTER KZ (Centralia, MO)

Address: 12165 Audrain County Road #971

City: Centralia State: MO ZIP Code: 65240

Phone: (573)682-0417 Website: deborah.wehrman@edwardjones.com

Individual Requesting Use: Deborah G Wehrman Position in Organization: Past President

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Monthly Meeting

Description of Use (ex. Speaker, meeting, reception): Monthly Meeting and Speaker

Date(s) of Use: Oct 21; Nov 11; Dec 9; Jan 20; Feb 3; Feb 17; Mar 3, 2014

Start Time of Setup: 8a.m.-12 Noon AM/PM Start Time of Event: _____ AM/PM

End Time of Event: 12 Noon AM/PM End Time of Cleanup: _____ AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Deborah G Wehrman

Phone Number: (573)682-0417 Date of Application: 10/09/2014

Email Address: deborah.wehrman@edwardjones.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymoc.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

Wendy S. Nore
 County Clerk

BOONE COUNTY, MISSOURI

[Signature]
 County Commissioner

DATE: 10-16-14