

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

4<sup>th</sup>

day of May

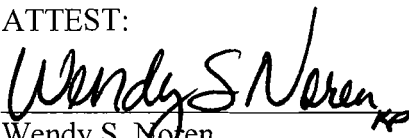
20 06


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

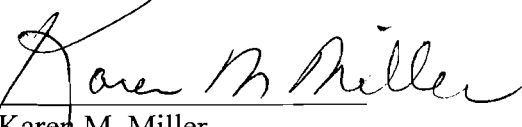
Now on this day the County Commission of the County of Boone does hereby award Bid 22-28MAR06 Street Name Signs Term and Supply to Subcon International, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

181-2006

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STATE OF MISSOURI }  
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In the County Commission of said county, on the 4<sup>th</sup> day of May 20 06

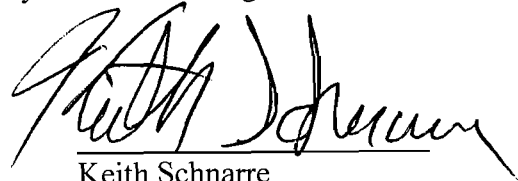
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award Bid 28-18APR06 Motor Grader, Snow Plow and Mower Blades to the following vendors:

- Lacal Equipment, Inc.
- Cooke Sales and Service
- Tri-State Construction Equipment, Co.


It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

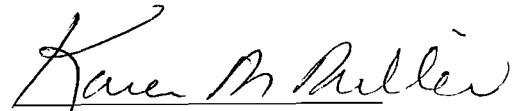
Done this 4<sup>th</sup> day of May, 2006.



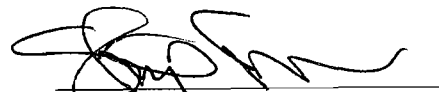
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

THIS AGREEMENT dated the 4 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lacal Equipment, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Grader, Mower and Snow Plow Blades, bid number **28-18APR06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 7, 2006 and executed by Roger Detrick, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- |   |             |
|---|-------------|
| • Items 4.8.3.-4.8.7 – Tiger TRB50 Mower Blades and Parts   | \$11,475.00 |
| • Items 4.8.9.-4.8.14. – Tiger Saber Mower Blades and Parts | \$11,881.71 |
| • For a total cost of                                       | \$23,356.71 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 5 to 7 Days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**LACAL EQUIPMENT, INC.**

by *Roger W. Detrick*  
title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Keith Schnarre*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

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

**AUDITOR CERTIFICATION**

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

*James E. Pitchford*  
Signature *by Jg*

4/26/06  
Date

2040/60200 -  
\$23,356.71

Appropriation Account

4. Response Form

- 4.1. Company Name: Lacal Equipment Inc.
- 4.2. Address: 104 Washington Street
- 4.3. City/Zip: Jackson Center OH 45334
- 4.4. Phone Number: 800-543-6161
- 4.5. Fax Number: 937-596-5433
- 4.6. E-Mail Address: chuck@lacal.com
- 4.7. Federal Tax ID: 03-0379675
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

| 4.8. PRICING                              |                                    |            |         |                |
|---|------------------------------------|------------|---------|----------------|
|   |                                    | Unit Price | Qty     | Extended Price |
| 4.8.1.                                    | MOTOR GRADER BLADES                |            |         |                |
|   | 7' Grader Blades                   | \$ _____   | 150     | \$ No Bid      |
| 4.8.2.                                    | <b>TOTAL</b>                       |            |         | \$ _____       |
| <b>TIGER TRB50 MOWER BLADES AND PARTS</b> |                                    |            |         |                |
| 4.8.3.                                    | Suction Blade (Tiger part #34688)  | \$ 16.59   | 120     | \$ 1990.80     |
| 4.8.4.                                    | Standard Blade (Tiger part #34687) | \$ 16.59   | 300     | \$ 4977.00     |
| 4.8.5.                                    | Blade Bolt (Tiger part #34497)     | \$ 7.02    | 420     | \$ 2948.40     |
| 4.8.6.                                    | Blade Spacer (Tiger part #34878)   | \$ 14.99   | 60      | \$ 899.40      |
| 4.8.7.                                    | Nut (Tiger part #6T1023R)          | \$ 1.57    | 420     | \$ 659.40      |
| 4.8.8.                                    | <b>TOTAL</b>                       |            |         | \$ 11,475.00   |
| <b>TIGER SABER MOWER BLADES AND PARTS</b> |                                    |            |         |                |
| 4.8.9.                                    | Blade (Tiger part #33203)-set of 2 | \$ 79.94   | 50 sets | \$ 3997.00     |
| 4.8.10.                                   | Bolt (Tiger part #00770972)        | \$ 40.48   | 100     | \$ 4047.00     |
| 4.8.11.                                   | Nut (Tiger part #33860)            | \$ 13.99   | 100     | \$ 1399.00     |
| 4.8.12.                                   | Washer (Tiger part #33859)         | \$ 3.88    | 100     | \$ 388.00      |
| 4.8.13.                                   | Woodruff Key (Tiger part #PT209)   | \$ 1.52    | 100     | \$ 152.00      |

4048<sup>00</sup>

|         |   | Unit Price | Qty | Extended Price |
|---------|---|------------|-----|----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$ 1897.71 | 1   | \$ 1897.71     |
| 4.8.15. | <b>TOTAL</b>                                |            |     | \$ 11,880.71   |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.16. | 10' Snow Plow Blades                        | \$ _____   | 20  | \$ _____       |
| 4.8.17. | 11' Snow Plow Blades                        | \$ _____   | 10  | \$ _____       |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$ _____   | 30  | \$ _____       |
| 4.8.19. | <b>TOTAL</b>                                |            |     | \$ No Bid      |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$ _____   | 10  | \$ _____       |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$ _____   | 5   | \$ _____       |
| 4.8.22. | <b>TOTAL</b>                                |            |     | \$ No Bid      |

4.9. Describe Warranty Features:

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4.10. Describe Any Deviations

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

4.11.1. Authorized Representative (Sign By Hand):

Roger W. Detrick President Date: April 7, 2006  
 Print Name and Title of Authorized Representative



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

4.13. Delivery ARO: 5-7 days ARO

LACAL EQUIPMENT, INC  
104 WASHINGTON STREET  
JACKSON CENTER, OH. 45334  
PHONE: 800-543-6161  
FAX: 937-596-5433

# LACAL EQUIPMENT, INC.

April 7, 2006

- 1) **All Blades Furnished By Lacal Have The Letter "L" And Part Number Stamped In the Blade With Date Code.**
- 2) **Mill Certified Test Report As To Material & Chemistry Are Available. Material Is 5160 Chrome Carbon Spring Steel.**
- 3) **Furnish Blade Bend Test Results Per SAE J 1844 (Latest Version).**
- 4) **Lacal Warrants That Blades Will Functionally Interchange With OEM Blades.**
- 5) **Supply Current Prints of All Blades Shipped If Required.**

LACAL EQUIPMENT, INC  
104 WASHINGTON STREET  
JACKSON CENTER, OH. 45334  
PHONE: 800-543-6161  
FAX: 937-596-5433

# LACAL EQUIPMENT, INC.

April 7, 2006

## BLADE BOLT

- 1) **Material Is 8620 In Accordance With SAE J429 Specifications.**
- 2) **Mill Certified Test Report As To Material And Chemistry. Available With Each Shipment to Customer.**
- 3) **Warrant That Blades Will Functionally Interchange With OEM Bolts.**





## Request For Bid (RFB)

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

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

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### Bid Data

Bid Number: **28-18APR06**  
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

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

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### Bid Submission Address and Deadline

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

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

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### Bid Opening

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### Bid Contents

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. **Motor Grader Blades**
    - 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All curved motor grader blades must have square counter-sunk 5/8” holes spaced 6” OC from edges with additional holes spaced 3” OC from either edge.
    - 2.2.2. **Brush Cutter Blades**
      - 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
    - 2.2.3. **Snow Plow Blades**
      - 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
      - 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
      - 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
  - 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
  - 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
  - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
    - 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org)
  - 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
    - 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
    - 2.7.1. Vendor must include product literature for each proposed item.
    - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
    - 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

**3. Response Presentation and Review**

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

**4. Response Form**

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

| <b>4.8. PRICING</b>                       |                                    |                   |            |                       |
|---|------------------------------------|-------------------|------------|-----------------------|
|   | <b>MOTOR GRADER BLADES</b>         | <u>Unit Price</u> | <u>Qty</u> | <u>Extended Price</u> |
| 4.8.1.                                    | 7' Grader Blades                   | \$ _____          | 150        | \$ _____              |
| 4.8.2.                                    | <b>TOTAL</b>                       |                   |            | <b>\$ _____</b>       |
| <b>TIGER TRB50 MOWER BLADES AND PARTS</b> |                                    |                   |            |                       |
| 4.8.3.                                    | Suction Blade (Tiger part #34688)  | \$ _____          | 120        | \$ _____              |
| 4.8.4.                                    | Standard Blade (Tiger part #34687) | \$ _____          | 300        | \$ _____              |
| 4.8.5.                                    | Blade Bolt (Tiger part #34497)     | \$ _____          | 420        | \$ _____              |
| 4.8.6.                                    | Blade Spacer (Tiger part #34878)   | \$ _____          | 60         | \$ _____              |
| 4.8.7.                                    | Nut (Tiger part #6T1023R)          | \$ _____          | 420        | \$ _____              |
| 4.8.8.                                    | <b>TOTAL</b>                       |                   |            | <b>\$ _____</b>       |
| <b>TIGER SABER MOWER BLADES AND PARTS</b> |                                    |                   |            |                       |
| 4.8.9.                                    | Blade (Tiger part #33203)-set of 2 | \$ _____          | 50 sets    | \$ _____              |
| 4.8.10.                                   | Bolt (Tiger part #00770972)        | \$ _____          | 100        | \$ _____              |
| 4.8.11.                                   | Nut (Tiger part #33860)            | \$ _____          | 100        | \$ _____              |
| 4.8.12.                                   | Washer (Tiger part #33859)         | \$ _____          | 100        | \$ _____              |
| 4.8.13.                                   | Woodruff Key (Tiger part #PT209)   | \$ _____          | 100        | \$ _____              |

|         |   | Unit Price | Qty | Extended Price  |
|---------|---|------------|-----|-----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$ _____   | 1   | \$ _____        |
| 4.8.15. | <b>TOTAL</b>                                |            |     | <b>\$ _____</b> |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                 |
| 4.8.16. | 10' Snow Plow Blades                        | \$ _____   | 20  | \$ _____        |
| 4.8.17. | 11' Snow Plow Blades                        | \$ _____   | 10  | \$ _____        |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$ _____   | 30  | \$ _____        |
| 4.8.19. | <b>TOTAL</b>                                |            |     | <b>\$ _____</b> |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                 |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$ _____   | 10  | \$ _____        |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$ _____   | 5   | \$ _____        |
| 4.8.22. | <b>TOTAL</b>                                |            |     | <b>\$ _____</b> |

4.9. **Describe Warranty Features:**

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4.10. **Describe Any Deviations**

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

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title of Authorized Representative

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

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

4.13. Delivery ARO: \_\_\_\_\_



## **Standard Terms and Conditions**

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

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

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

**Boone County Purchasing**  
**Heather Turner**  
**Buyer**



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

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## **“NO BID” RESPONSE FORM**

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

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number 28-18APR06

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:



**PURCHASE AGREEMENT FOR  
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

**THIS AGREEMENT** dated the 4 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment, Co.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Grader, Mower and Snow Plow Blades, bid number **28-18APR06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 10, 2006 and executed by Kevin Krieg, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- |                                  |            |
|----------------------------------|------------|
| • Item 4.8.1. – 7' Grader Blades | \$8,250.00 |
| • For a total cost of            | \$8,250.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 10 Days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**TRI-STATE CONSTRUCTION EQUIPMENT BOONE COUNTY, MISSOURI**

by Kevin King  
title Parts Manager

by: Boone County Commission  
Keith Schlarre  
Keith Schlarre, Presiding Commissioner

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
Wendy S. Noren  
Wendy S. Noren, County Clerk

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

|                                       |                        |   |
|---------------------------------------|------------------------|---|
| <u>June E. Pitchford</u><br>Signature | <u>4/26/06</u><br>Date | 2040/60200 -<br>\$8,250.00<br>Appropriation Account |
|---------------------------------------|------------------------|---|

4. **Response Form**

- 4.1. Company Name: Tri-State construction equipment co.
- 4.2. Address: 106 Industrial Drive
- 4.3. City/Zip: ASHLAND, MO. 65010
- 4.4. Phone Number: 573 657-2154
- 4.5. Fax Number: 573 657-1012
- 4.6. E-Mail Address: kkrieg@meoi.com
- 4.7. Federal Tax ID: 371090568
- 4.7.1.  Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

| 4.8. PRICING                              |                                    |            |         |                |
|---|------------------------------------|------------|---------|----------------|
|   |                                    | Unit Price | Qty     | Extended Price |
| <b>MOTOR GRADER BLADES</b>                |                                    |            |         |                |
| 4.8.1.                                    | 7' Grader Blades                   | \$ 55.00   | 150     | \$ 8,250.00    |
| 4.8.2.                                    | <b>TOTAL</b>                       |            |         | \$ 8,250.00    |
| <b>TIGER TRB50 MOWER BLADES AND PARTS</b> |                                    |            |         |                |
| 4.8.3.                                    | Suction Blade (Tiger part #34688)  | \$ _____   | 120     | \$ _____       |
| 4.8.4.                                    | Standard Blade (Tiger part #34687) | \$ _____   | 300     | \$ _____       |
| 4.8.5.                                    | Blade Bolt (Tiger part #34497)     | \$ _____   | 420     | \$ _____       |
| 4.8.6.                                    | Blade Spacer (Tiger part #34878)   | \$ _____   | 60      | \$ _____       |
| 4.8.7.                                    | Nut (Tiger part #6T1023R)          | \$ _____   | 420     | \$ _____       |
| 4.8.8.                                    | <b>TOTAL</b>                       |            |         | \$ _____       |
| <b>TIGER SABER MOWER BLADES AND PARTS</b> |                                    |            |         |                |
| 4.8.9.                                    | Blade (Tiger part #33203)-set of 2 | \$ _____   | 50 sets | \$ _____       |
| 4.8.10.                                   | Bolt (Tiger part #00770972)        | \$ _____   | 100     | \$ _____       |
| 4.8.11.                                   | Nut (Tiger part #33860)            | \$ _____   | 100     | \$ _____       |
| 4.8.12.                                   | Washer (Tiger part #33859)         | \$ _____   | 100     | \$ _____       |
| 4.8.13.                                   | Woodruff Key (Tiger part #PT209)   | \$ _____   | 100     | \$ _____       |

|         |   | Unit Price | Qty | Extended Price |
|---------|---|------------|-----|----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$ _____   | 1   | \$ _____       |
| 4.8.15. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.16. | 10' Snow Plow Blades                        | \$ _____   | 20  | \$ _____       |
| 4.8.17. | 11' Snow Plow Blades                        | \$ _____   | 10  | \$ _____       |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$ _____   | 30  | \$ _____       |
| 4.8.19. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$ _____   | 10  | \$ _____       |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$ _____   | 5   | \$ _____       |
| 4.8.22. | <b>TOTAL</b>                                |            |     | \$ _____       |

4.9. Describe Warranty Features:

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4.10. Describe Any Deviations

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

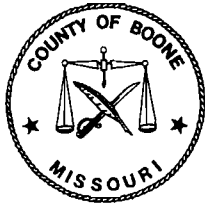
4.11.1. Authorized Representative (Sign By Hand):

Kevin Krieg Date: 4-10-06  
 Print Name and Title of Authorized Representative

Kevin Krieg, Parts Manager

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

4.13. Delivery ARO: 10 Days



## **Request For Bid (RFB)**

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

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

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### **Bid Data**

Bid Number: **28-18APR06**  
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

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

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

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

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

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### **Bid Opening**

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### **Bid Contents**

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. **Motor Grader Blades**
    - 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All curved motor grader blades must have square counter-sunk 5/8” holes spaced 6” OC from edges with additional holes spaced 3” OC from either edge.
    - 2.2.2. **Brush Cutter Blades**
      - 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
    - 2.2.3. **Snow Plow Blades**
      - 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
      - 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
      - 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
  - 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
  - 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
  - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
    - 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org)
  - 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
    - 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
    - 2.7.1. Vendor must include product literature for each proposed item.
    - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
    - 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

**3. Response Presentation and Review**

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



**4. Response Form**

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

| 4.8. PRICING                       |                                    |            |         |                 |
|------------------------------------|------------------------------------|------------|---------|-----------------|
| MOTOR GRADER BLADES                |                                    | Unit Price | Qty     | Extended Price  |
| 4.8.1.                             | 7' Grader Blades                   | \$ _____   | 150     | \$ _____        |
| 4.8.2.                             | <b>TOTAL</b>                       |            |         | <b>\$ _____</b> |
| TIGER TRB50 MOWER BLADES AND PARTS |                                    |            |         |                 |
| 4.8.3.                             | Suction Blade (Tiger part #34688)  | \$ _____   | 120     | \$ _____        |
| 4.8.4.                             | Standard Blade (Tiger part #34687) | \$ _____   | 300     | \$ _____        |
| 4.8.5.                             | Blade Bolt (Tiger part #34497)     | \$ _____   | 420     | \$ _____        |
| 4.8.6.                             | Blade Spacer (Tiger part #34878)   | \$ _____   | 60      | \$ _____        |
| 4.8.7.                             | Nut (Tiger part #6T1023R)          | \$ _____   | 420     | \$ _____        |
| 4.8.8.                             | <b>TOTAL</b>                       |            |         | <b>\$ _____</b> |
| TIGER SABER MOWER BLADES AND PARTS |                                    |            |         |                 |
| 4.8.9.                             | Blade (Tiger part #33203)-set of 2 | \$ _____   | 50 sets | \$ _____        |
| 4.8.10.                            | Bolt (Tiger part #00770972)        | \$ _____   | 100     | \$ _____        |
| 4.8.11.                            | Nut (Tiger part #33860)            | \$ _____   | 100     | \$ _____        |
| 4.8.12.                            | Washer (Tiger part #33859)         | \$ _____   | 100     | \$ _____        |
| 4.8.13.                            | Woodruff Key (Tiger part #PT209)   | \$ _____   | 100     | \$ _____        |

|         |   | Unit Price | Qty | Extended Price |
|---------|---|------------|-----|----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$ _____   | 1   | \$ _____       |
| 4.8.15. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.16. | 10' Snow Plow Blades                        | \$ _____   | 20  | \$ _____       |
| 4.8.17. | 11' Snow Plow Blades                        | \$ _____   | 10  | \$ _____       |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$ _____   | 30  | \$ _____       |
| 4.8.19. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$ _____   | 10  | \$ _____       |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$ _____   | 5   | \$ _____       |
| 4.8.22. | <b>TOTAL</b>                                |            |     | \$ _____       |

4.9. Describe Warranty Features:

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4.10. Describe Any Deviations

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

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title of Authorized Representative

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

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

4.13. Delivery ARO: \_\_\_\_\_



## **Standard Terms and Conditions**

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

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

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

**Boone County Purchasing  
Heather Turner  
Buyer**



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

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## **“NO BID” RESPONSE FORM**

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

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number 28-18APR06

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

**PURCHASE AGREEMENT FOR  
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

**THIS AGREEMENT** dated the 4 day of May 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cooke Sales and Service**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Grader, Mower and Snow Plow Blades, bid number **28-18APR06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 11, 2006 and executed by Angela Peterson, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- |  |            |
|--|------------|
| • Items 4.8.16.-4.8.18. – Large Snow Plow Blades | \$8,690.40 |
| • Items 4.8.20.-4.8.21. – Small Snow Plow Blades | \$969.50   |
| • For a total cost of                            | \$9,659.90 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 4 to 6 weeks after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**COOKE SALES AND SERVICE**

by *Angela Polvers*  
title *Parts Manager*

**BOONE COUNTY, MISSOURI**

by *[Signature]*  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

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

**AUDITOR CERTIFICATION**

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

*June E. Pritchard*  
Signature *by JEG*

*4/26/06*  
Date

2040/60200 -  
\$9,659.90

Appropriation Account

4. Response Form

- 4.1. Company Name: Cooke Sales + Service
- 4.2. Address: 809 S. Westminster Ave
- 4.3. City/Zip: Fulton, Mo 65251
- 4.4. Phone Number: 573-642-2258
- 4.5. Fax Number: 573-642-2250
- 4.6. E-Mail Address: cooke2000145@yahoo.com
- 4.7. Federal Tax ID: 44-0586703
- 4.7.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name OSCAR M. COOKE
- Other (Specify) \_\_\_\_\_

| 4.8. PRICING                              |                                    |                  |         |                               |
|---|------------------------------------|------------------|---------|-------------------------------|
|   |                                    | Unit Price       | Qty     | Extended Price                |
| <b>MOTOR GRADER BLADES</b>                |                                    |                  |         |                               |
| 4.8.1.                                    | 7' Grader Blades                   | \$ <u>77.62</u>  | 150     | \$ <u>11,643<sup>00</sup></u> |
| 4.8.2.                                    | <b>TOTAL</b>                       |                  |         | \$ <u>11,643<sup>00</sup></u> |
| <b>TIGER TRB50 MOWER BLADES AND PARTS</b> |                                    |                  |         |                               |
| 4.8.3.                                    | Suction Blade (Tiger part #34688)  | \$ <u>17.85</u>  | 120     | \$ <u>2,142<sup>00</sup></u>  |
| 4.8.4.                                    | Standard Blade (Tiger part #34687) | \$ <u>23.85</u>  | 300     | \$ <u>7,155<sup>00</sup></u>  |
| 4.8.5.                                    | Blade Bolt (Tiger part #34497)     | \$ <u>12.41</u>  | 420     | \$ <u>5,212<sup>20</sup></u>  |
| 4.8.6.                                    | Blade Spacer (Tiger part #34878)   | \$ <u>13.18</u>  | 60      | \$ <u>790.80</u>              |
| 4.8.7.                                    | Nut (Tiger part #6T1023R)          | \$ <u>2.12</u>   | 420     | \$ <u>890.40</u>              |
| 4.8.8.                                    | <b>TOTAL</b>                       |                  |         | \$ <u>16,190<sup>40</sup></u> |
| <b>TIGER SABER MOWER BLADES AND PARTS</b> |                                    |                  |         |                               |
| 4.8.9.                                    | Blade (Tiger part #33203)-set of 2 | \$ <u>120.61</u> | 50 sets | \$ <u>6,030.50</u>            |
| 4.8.10.                                   | Bolt (Tiger part #00770972)        | \$ <u>45.37</u>  | 100     | \$ <u>4,537<sup>00</sup></u>  |
| 4.8.11.                                   | Nut (Tiger part #33860)            | \$ <u>24.90</u>  | 100     | \$ <u>2,490<sup>00</sup></u>  |
| 4.8.12.                                   | Washer (Tiger part #33859)         | \$ <u>4.04</u>   | 100     | \$ <u>404.00</u>              |
| 4.8.13.                                   | Woodruff Key (Tiger part #PT209)   | \$ <u>3.48</u>   | 100     | \$ <u>348<sup>00</sup></u>    |

|         |   | Unit Price | Qty | Extended Price |
|---------|---|------------|-----|----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$1,518.17 | 1   | \$1,518.17     |
| 4.8.15. | <b>TOTAL</b>                                |            |     | \$15,327.67    |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.16. | 10' Snow Plow Blades                        | \$122.40   | 20  | \$2,448.00     |
| 4.8.17. | 11' Snow Plow Blades                        | \$134.64   | 10  | \$1,346.40     |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$163.20   | 30  | \$4,896.00     |
| 4.8.19. | <b>TOTAL</b>                                |            |     | \$8,690.40     |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$66.10    | 10  | \$661.00       |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$61.70    | 5   | \$308.50       |
| 4.8.22. | <b>TOTAL</b>                                |            |     | \$969.50       |

4.9. Describe Warranty Features:

Standard parts warranty 90 days

4.10. Describe Any Deviations

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

4.11.1. Authorized Representative (Sign By Hand):

Angela M. Peterson / parts manager Date: 4/11/06  
 Print Name and Title of Authorized Representative

Angela M. Peterson

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

Yes  No

4.13. Delivery ARO: Tiger parts 3-5 days Snow plow blades \*motor grader blades 4-6 weeks





## Request For Bid (RFB)

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

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

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### **Bid Data**

Bid Number: **28-18APR06**  
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

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

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

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

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

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### **Bid Opening**

Day / Date: **TUESDAY, APRIL 18, 2006**  
Time: **10:30 AM**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### **Bid Contents**

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.2.1. **Motor Grader Blades**
- 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All curved motor grader blades must have square counter-sunk 5/8” holes spaced 6” OC from edges with additional holes spaced 3” OC from either edge.
- 2.2.2. **Brush Cutter Blades**
- 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
- 2.2.3. **Snow Plow Blades**
- 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
- 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
- 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
- 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
- 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
- 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org)
- 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
- 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.7.1. Vendor must include product literature for each proposed item.
- 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
- 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

**3. Response Presentation and Review**

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

**4. Response Form**

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

| <b>4.8. PRICING</b>                       |                                    |                   |            |                       |
|---|------------------------------------|-------------------|------------|-----------------------|
| <b>MOTOR GRADER BLADES</b>                |                                    | <u>Unit Price</u> | <u>Qty</u> | <u>Extended Price</u> |
| 4.8.1.                                    | 7' Grader Blades                   | \$ _____          | 150        | \$ _____              |
| 4.8.2.                                    | <b>TOTAL</b>                       |                   |            | \$ _____              |
| <b>TIGER TRB50 MOWER BLADES AND PARTS</b> |                                    |                   |            |                       |
| 4.8.3.                                    | Suction Blade (Tiger part #34688)  | \$ _____          | 120        | \$ _____              |
| 4.8.4.                                    | Standard Blade (Tiger part #34687) | \$ _____          | 300        | \$ _____              |
| 4.8.5.                                    | Blade Bolt (Tiger part #34497)     | \$ _____          | 420        | \$ _____              |
| 4.8.6.                                    | Blade Spacer (Tiger part #34878)   | \$ _____          | 60         | \$ _____              |
| 4.8.7.                                    | Nut (Tiger part #6T1023R)          | \$ _____          | 420        | \$ _____              |
| 4.8.8.                                    | <b>TOTAL</b>                       |                   |            | \$ _____              |
| <b>TIGER SABER MOWER BLADES AND PARTS</b> |                                    |                   |            |                       |
| 4.8.9.                                    | Blade (Tiger part #33203)-set of 2 | \$ _____          | 50 sets    | \$ _____              |
| 4.8.10.                                   | Bolt (Tiger part #00770972)        | \$ _____          | 100        | \$ _____              |
| 4.8.11.                                   | Nut (Tiger part #33860)            | \$ _____          | 100        | \$ _____              |
| 4.8.12.                                   | Washer (Tiger part #33859)         | \$ _____          | 100        | \$ _____              |
| 4.8.13.                                   | Woodruff Key (Tiger part #PT209)   | \$ _____          | 100        | \$ _____              |

|         |   | Unit Price | Qty | Extended Price |
|---------|---|------------|-----|----------------|
| 4.8.14. | Spindle Assembly (Tiger part #33219)        | \$ _____   | 1   | \$ _____       |
| 4.8.15. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>LARGE SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.16. | 10' Snow Plow Blades                        | \$ _____   | 20  | \$ _____       |
| 4.8.17. | 11' Snow Plow Blades                        | \$ _____   | 10  | \$ _____       |
| 4.8.18. | Optional Hardened 10' Snow Plow Blades      | \$ _____   | 30  | \$ _____       |
| 4.8.19. | <b>TOTAL</b>                                |            |     | \$ _____       |
|         | <b>SMALL SNOW PLOW BLADES</b>               |            |     |                |
| 4.8.20. | 9' Snow Plow Blades (Western part #66895)   | \$ _____   | 10  | \$ _____       |
| 4.8.21. | 8.5' Snow Plow Blades (Western part #49086) | \$ _____   | 5   | \$ _____       |
| 4.8.22. | <b>TOTAL</b>                                |            |     | \$ _____       |

4.9. Describe Warranty Features:

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4.10. Describe Any Deviations

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

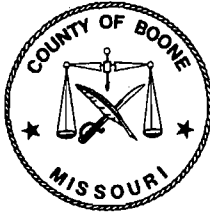
4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title of Authorized Representative

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

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

4.13. Delivery ARO: \_\_\_\_\_



## **Standard Terms and Conditions**

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

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

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

**Boone County Purchasing**  
**Heather Turner**  
**Buyer**



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

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## **“NO BID” RESPONSE FORM**

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

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If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number 28-18APR06

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:



# CERTIFIED COPY OF ORDER

182-2006

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

4<sup>th</sup>

day of May

20 06

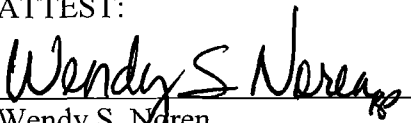
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to utilize US Communities Cooperative Contract 41902 with Graybar Electric for Electrical Products.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

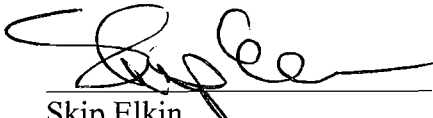
Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

4<sup>th</sup>

day of May

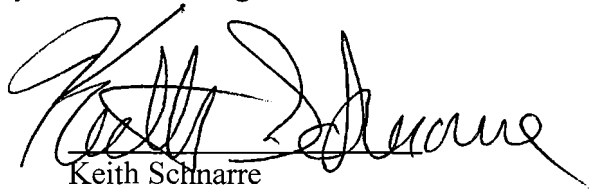
20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 25-11APR06 State Route K Improvements at Scott Boulevard/CWSD #2 Water Line Relocation Project to C.L. Richardson Construction Co., Inc

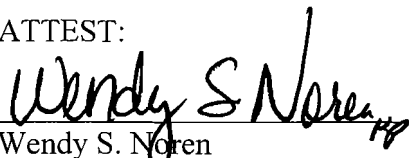
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 4<sup>th</sup> day of May, 2006.

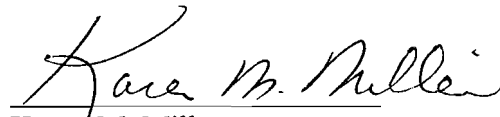


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and C.L. Richardson Construction Co., Inc. (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 25-11APR06**  
**State Route K Improvements at Scott Boulevard/CWSD #1 Water Line Relocation Project**  
 Project No. 06-415  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Water Line Relocation in the amount of \$102,908.50 and the Roadway Improvements (Asphalt Pavement Option) in the amount of \$471,171.30 for a total contract amount of \$574,079.80.

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

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

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard

Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

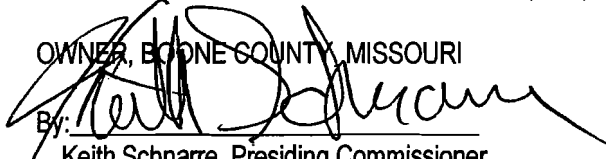
The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed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

The Owner agrees to pay the Contractor in the amount:

**Five Hundred Seventy Four Thousand Seventy Nine Dollars and Eighty Cents (\$574,079.80)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5-4-2006 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI  
By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: C. L. Richardson Construction Co., Inc.

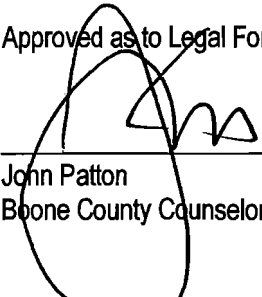
  
Wendy Noren, County Clerk <sup>TS</sup>

By:   
Authorized Representative Signature

By: C. L. Richardson  
Authorized Representative Printed Name

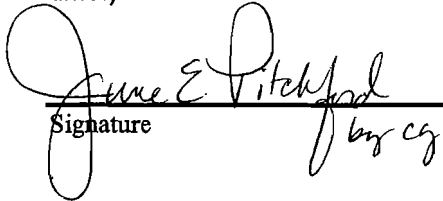
Title: President

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

  
Signature *by cgy*

5/1/06  
Date

2045/71100 - \$574,079.80

Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
C.L. Richardson Construction Co., Inc.

as Principal, hereinafter called Contractor, and Fidelity And Deposit Company of Maryland  
a Corporation, organized under the laws of the State of Maryland  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of Five Hundred Seventy Four Thousand Seventy Nine and 80/100  
Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated May 4, 2006 entered into a  
Contract with Owner for:

**BID NUMBER 25-11APR06**

**State Route K Improvements at Scott Boulevard/CWSD #1 Water Line Relocation Project  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO, on this 4th day of May, 2006.

C. L. Richardson Construction Co., Inc.  
(Contractor)

(SEAL)

BY: C.L. Richardson  
C.L. Richardson, President  
Fidelity And Deposit Company of Maryland  
(Surety Company)

(SEAL)

BY: Mary D. Davidson  
(Attorney-In-Fact) Mary D. Davidson

BY: Mary D. Davidson  
(Missouri Representative) Mary D. Davidson

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

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., Dorothy D. DURNIL, J. D. TRICE, Kimberly A. HUGHES, dated January 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of January, A.D. 2005.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes

Assistant Secretary

By:

*William J. Mills*

William J. Mills

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 11th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2007



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, C. L. Richardson Construction Co., Inc., as Principal, hereinafter called Contractor, and Fidelity And Deposit Company of Maryland

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

Five Hundred Seventy Four Thousand Seventy Nine ~~DOLLARS~~ <sup>DOLLARS</sup> and 80/100

(\$574,079.80), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated May 4, 2006 entered into a contract with Owner for

**BID NUMBER 25-11APR06**

**State Route K Improvements at Scott Boulevard/CWSD #1 Water Line Relocation Project  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 4th day of May 2006.

CONTRACTOR C. L. Richardson Construction Co. (SEAL) Inc.

BY: C. L. Richardson  
C. L. Richardson, President

SURETY COMPANY Fidelity And Deposit Company of Maryland

BY: Mary D. Davidson  
(Attorney-In-Fact) Mary D. Davidson

BY: Mary D. Davidson  
(Missouri Representative) Mary D. Davidson

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

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., Dorothy D. DURNIL, J. D. TRICE, Kimberly A. HUGHES, dated January 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of January, A.D. 2005.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes*

*Assistant Secretary*

*William J. Mills*

By:

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 11th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 2007

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MD  
RICH17

DATE (MM/DD/YYYY)  
05/11/06

**PRODUCER**  
Rollins-Vandiver-Digges, Inc.  
28 N. 8th Street, Ste. 200  
P.O. Box 7407  
Columbia MO 65205-7407  
Phone: 573-875-4800 Fax: 573-875-4514

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

**INSURED**  
  
C. L. Richardson Construction  
15475 Hwy. 63 S.  
Ashland MO 65010

| INSURERS AFFORDING COVERAGE             | NAIC # |
|---|--------|
| INSURER A: The Cincinnati Insurance Co. |        |
| INSURER B: Cincinnati Casualty Co.      |        |
| INSURER C:                              |        |
| INSURER D:                              |        |
| INSURER E:                              |        |

## COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |                            |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|--|----------------------------|
| A              |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CPP 090 41 35 | 07/01/05                         | 07/01/06                          | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)                           | \$ 1,000,000<br>\$ 100,000 |
|                |       |  |               |                                  |                                   | MED EXP (Any one person)   | \$ 5,000                   |
|                |       |  |               |                                  |                                   | PERSONAL & ADV INJURY  | \$ 1,000,000               |
|                |       |  |               |                                  |                                   | GENERAL AGGREGATE  | \$ 2,000,000               |
|                |       |  |               |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$ 2,000,000               |
| A              |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  | CPA 090 41 35 | 07/01/05                         | 07/01/06                          | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000               |
|                |       |  |               |                                  |                                   | BODILY INJURY (Per person)   | \$                         |
|                |       |  |               |                                  |                                   | BODILY INJURY (Per accident)   | \$                         |
|                |       |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$                         |
|                |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$                         |
|                |       |  |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC   | \$                         |
|                |       |  |               |                                  |                                   | AGG  | \$                         |
| A              |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$   | CPP 090 41 35 | 07/01/05                         | 07/01/06                          | EACH OCCURRENCE  | \$ 1,000,000               |
|                |       |  |               |                                  |                                   | AGGREGATE  | \$ 1,000,000               |
|                |       |  |               |                                  |                                   |  | \$                         |
|                |       |  |               |                                  |                                   |  | \$                         |
|                |       |  |               |                                  |                                   |  | \$                         |
| B              |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | WC8960833-09  | 07/01/05                         | 07/01/06                          | <input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER |                            |
|                |       |  |               |                                  |                                   | E.L. EACH ACCIDENT   | \$ 1,000,000               |
|                |       |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000               |
|                |       |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000               |
| A              |       | <b>OTHER</b><br>Leased/Rented Equi   | CPP 090 41 35 | 07/01/05                         | 07/01/06                          | Leased<br>Eqp  | \$360,000                  |

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

## CERTIFICATE HOLDER

**BOONE25**  
  
Boone County Commission  
601 East Wanat  
Columbia MO 65201

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Mary Davidson

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CONTRACT DOCUMENTS**  
**BOONE COUNTY, MISSOURI**  
**BID #25-11APR06 State Route K Improvements at Scott Boulevard/CWSD #1 Water Line Relocation Project**

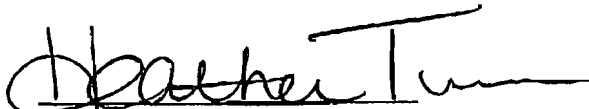
**ADDENDUM #1**  
**(Issued April 6, 2006)**

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

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

**BID DOCUMENTS:**

1. Change all references for 8" Non-Reinforced PCC Pavement on plans and in specifications to read 7" Non-Reinforced PCC Pavement. (In particular, change all notes for the pavement cross sections on Plan Sheet 2 of 11.) Bid item # 11 for the Roadway Improvements (Concrete Paving Option) will be adjusted accordingly on the revised Bid Form (see No. 7 below).
2. Compaction requirements and compaction testing specifications for Bid Items 4 and 5 of the Roadway Improvements (both pavement options) shall meet the requirements of the **Missouri Standard Specifications for Highway Construction, Dated 2004, Section 203.5 – Compaction of Embankment and Treatment of Cut Areas with Moisture and Density Control**.
3. Note: The contractor is responsible for disposal of any excess material, waste material, and/or removal items from the project site. The Contractor shall comply with all local, state, and federal requirements regarding disposal of excess and waste materials.
4. Note: The existing concrete sewage holding tank shown to be removed on Plan Sheet 3 of 11 and listed as an incidental removal item on the Bid Form is being added as a bid item to the Bid Form. If Regan's Riverhill Nursery has not connected to the sanitary sewer main by the time this contract work is being completed, the bid item will not be used and no payment will be made for the bid item.
5. The proposed 8" PVC Drain shown on Plan Sheets 3 of 11 and 4 of 11 and included in Bid Item # 29 shall be smooth wall PVC pipe that has a minimum wall thickness that is equal to or greater than that of pipes rated as SDR-26; Schedule 40; or Class 200.
6. The Bid Form for the Water Line Relocation work has been changed to address discrepancies between items and quantities on the Plans and Bid Form. The major adjustments being the correction of the steel encased bore and open cut encased pipe items.
7. Note: The contractor or subcontractor performing the Water Line Relocation Work must be on the **Consolidated Water Supply District #1 (CWSD #1) pre-qualified contractors list**.
8. Delete Sheets 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 (Bid Forms) of the Bid Documents in their entirety, and add the attached Sheets 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 (Revised Bid Forms dated 4-5-06). **Attach Revised Bid Form Sheets to the inside front cover of the Bid Documents.**
9. If Notice to Proceed is delayed for reasons beyond the control of the Contractor and is not issued by May 22, 2006, the owner will extend the Substantial Completion Date and Final Completion Date by one day for every day the Notice to Proceed is delayed past May 22, 2006. However, if this should happen, it must be understood that the Owner will expect every effort to be made by the Contractor to complete the project by the original Substantial Completion Date and Final Completion Date set forth in the Bid Documents and use of additional days shall only be utilized if it becomes absolutely necessary.

By:   
Heather Turner, CPPB  
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #25-11APR06 – State Route K Improvements at Scott Boulevard/CWSD #1 Water Line Relocation Project, receipt of which is hereby acknowledged:

Company Name: C.L. Richardson Const. Co., Inc.

Address: 15475 Hwy. 63 South  
Ashland, MO 65010

Phone Number: 573-657-9557

Fax Number: 573-657-1079

Authorized Representative Signature: C.L. Richardson

Date: 4/11/06

**REVISED BID FORM (4-5-06)****State Route K Improvements at Scott Blvd./ CWSD #1 Water Line Relocation Project**  
Project No. 06-415

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

| Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following prices: |   |                    |      |            |              |
|---|---|--------------------|------|------------|--------------|
| State Route K Water Line Relocation   |   |                    |      |            |              |
| Item  | Description   | Estimated Quantity | Unit | Unit Price | Extension    |
| W1  | 8" CL 200 PVC Water Line  | 2,000              | LF   | \$ 15.75   | \$ 31,500.00 |
| W2  | 8" CL 200 Restrained Joint PVC Water Line, Open Cut   | 150                | LF   | \$ 24.15   | \$ 3,622.50  |
| W3  | 8" Gate Valve & Box Complete  | 10                 | EA   | \$ 790.00  | \$ 7,900.00  |
| W4  | 6" Gate Valve & Box Complete  | 2                  | EA   | \$ 595.00  | \$ 1,190.00  |
| W5  | 4" Gate Valve & Box Complete  | 1                  | EA   | \$ 515.00  | \$ 515.00    |
| W6  | 8" Nipple - Ductile Iron Anchor Coupling  | 8                  | EA   | \$ 312.00  | \$ 2,496.00  |
| W7  | 6" Nipple - Ductile Iron Anchor Coupling  | 1                  | EA   | \$ 295.00  | \$ 295.00    |
| W8  | 4" Nipple - Ductile Iron Anchor Coupling  | 1                  | EA   | \$ 290.00  | \$ 290.00    |
| W9  | Tie to Existing 8" Water Line Route K (East)  | 1                  | EA   | \$ 700.00  | \$ 700.00    |
| W10   | Tie to Existing 8" Water Line Route K (South)   | 1                  | EA   | \$ 725.00  | \$ 725.00    |
| W11   | Tie to Existing 8" Water Line Nursery Road (East)   | 1                  | EA   | \$ 645.00  | \$ 645.00    |
| W12   | Tie to Existing 6" Water Line Nursery Road (West)   | 1                  | EA   | \$ 730.00  | \$ 730.00    |
| W13   | Tie to Existing 6" Water Line Route K (West)  | 1                  | EA   | \$ 730.00  | \$ 730.00    |
| W14   | Tie to Existing 4" Water Line Route K (East)  | 1                  | EA   | \$ 715.00  | \$ 715.00    |
| W15   | Tie to Existing 4" Water Line Scott (North)   | 1                  | EA   | \$ 715.00  | \$ 715.00    |
| W16   | Tie to Existing 2" Water Line Route K, Complete with 2" PE Pipe, Ball Valve and Fittings (West) | 1                  | EA   | \$ 925.00  | \$ 925.00    |
| W17   | State Route K Crossing - 14" Steel Encase Open Cut with 8" CL 200 Restrained Joint PVC          | 80                 | LF   | \$ 98.70   | \$ 7,896.00  |
| W18   | Scott Blvd Crossing - 14" Steel Encase Open Cut with 8" CL 200 Restrained Joint PVC             | 50                 | LF   | \$ 98.70   | \$ 4,935.00  |
| W19   | Nursery Road Crossing - 6" C900 PVC Water Line  | 75                 | LF   | \$ 44.10   | \$ 3,307.50  |
| W20   | Cut and Cap Existing 8" Water Line, Incl. Cap   | 2                  | EA   | \$ 325.00  | \$ 650.00    |
| W21   | Cut and Cap Existing 6" Water Line, Incl. Cap   | 1                  | EA   | \$ 322.50  | \$ 322.50    |
| W22   | Cut and Cap Existing 4" Water Line, Incl. Cap   | 2                  | EA   | \$ 320.00  | \$ 640.00    |



|                                       |  |       |     |           |                      |
|---------------------------------------|--|-------|-----|-----------|----------------------|
| W23                                   | Cut and Cap Existing 2" Water Line, Incl. Cap    | 1     | EA  | \$ 310.00 | \$ 310.00            |
| W24                                   | Relocate Existing Fire Hydrant Complete          | 1     | EA  | \$ 740.00 | \$ 740.00            |
| W25                                   | 2" CL 200 PVC Service Line                       | 20    | LF  | \$ 26.25  | \$ 525.00            |
| W26                                   | Tap Line and Reconnect 2" Meter at Nursery Road  | 1     | EA  | \$ 297.00 | \$ 297.00            |
| W27                                   | 2" End Cleanout                                  | 1     | EA  | \$ 495.00 | \$ 495.00            |
| W28                                   | Ductile Iron Fittings                            | 1,500 | LBS | \$ 5.25   | \$ 7,875.00          |
| W29                                   | 8" Uni-Flange Joint Restraints                   | 8     | EA  | \$ 130.50 | \$ 1,044.00          |
| W30                                   | Concrete Thrust Blocking                         | 10    | CY  | \$ 260.00 | \$ 2,600.00          |
| W31                                   | Rock Excavation                                  | 25    | CY  | \$ 185.00 | \$ 4,625.00          |
| W32                                   | Bedding Material for Water Line in Rock          | 5     | TON | \$ 27.30  | \$ 136.50            |
| W33                                   | 1" Surface Rock                                  | 300   | TON | \$ 16.80  | \$ 5,040.00          |
| W34                                   | Turf Repair - Seed, Mulch & Fertilize - Yard Mix | 2,050 | LF  | \$ 3.15   | \$ 6,457.50          |
| W35                                   | Line Cleaning (Pigging)                          | 2,355 | LF  | \$ 0.30   | \$ 706.50            |
| W36                                   | Locator Wire                                     | 2,450 | LF  | \$ 0.25   | \$ 612.50            |
| <b>Water Line Relocation Subtotal</b> |  |       |     |           | <b>\$ 102,908.50</b> |

Contractor may submit a bid for only the Asphalt Pavement Option or for only the Concrete Pavement Option or for both paving options. However, all bidders must submit a bid for the Water Line Relocation portion of the contract and at least one of the Roadway Improvements Pavement Options. Both units of work will be awarded to one contractor.

| State Route K Roadway Improvements (Asphalt Pavement Option) |   |                    |      |             |               |
|--|---|--------------------|------|-------------|---------------|
| Item   | Description   | Estimated Quantity | Unit | Unit Price  | Extension     |
| 1  | CLEARING & GRUBBING                                 | 1.5                | AC   | \$ 4,650.00 | \$ 6,975.00   |
| 2  | REMOVAL OF IMPROVEMENTS                             | 1                  | LS   | \$ 6,900.00 | \$ 6,900.00   |
| 3  | EARTH EXCAVATION (RAW CUT)                          | 25,490             | CY   | \$ 1.97     | \$ 50,215.30  |
| 4  | COMPACTED EARTH EMBANKMENT (RAW FILL)               | 18,770             | CY   | \$ 2.13     | \$ 39,980.10  |
| 5  | COMPACTING IN CUT                                   | 11.5               | STA  | \$ 515.00   | \$ 5,922.50   |
| 6  | INTERCEPTION LEVEE                                  | 800                | LF   | \$ 1.75     | \$ 1,400.00   |
| 7  | 4" TYPE 1 AGGREGATE BASE                            | 9,690              | SY   | \$ 5.25     | \$ 50,872.50  |
| 8  | 8" THICK AGGREGATE TRANSITION                       | 118                | SY   | \$ 10.90    | \$ 1,286.20   |
| 9  | 1.75" ASPHALT SURFACE COURSE                        | 9,690              | SY   | \$ 4.70     | \$ 45,543.00  |
| 10   | 4.25" ASPHALT BASE COURSE                           | 226                | SY   | \$ 11.95    | \$ 2,700.70   |
| 11   | 6.25" ASPHALT BASE COURSE                           | 9,464              | SY   | \$ 15.25    | \$ 144,326.00 |
| 12   | TYPE 'A' GUARD RAIL                                 | 225                | LF   | \$ 24.00    | \$ 5,400.00   |
| 13   | TYPE 'A' NON-FLARED OFFSET CRASHWORTHY END TERMINAL | 2                  | EA   | \$ 2,415.00 | \$ 4,830.00   |
| 14   | TYPE 2 ROCK DITCH LINER (TO 0.75' DEPTH)            | 185                | CY   | \$ 29.75    | \$ 5,503.75   |
| 15   | TYPE 2 ROCK DITCH LINER (TO 1.0' DEPTH)             | 71                 | CY   | \$ 29.75    | \$ 2,112.25   |
| 16   | ROCK LINING AT CULVERT OUTLET                       | 28                 | CY   | \$ 29.75    | \$ 833.00     |
| 17   | TRAFFIC CONTROL                                     | 1                  | LS   | \$ 3,540.00 | \$ 3,540.00   |
| 18   | PAVEMENT MARKINGS                                   | 1                  | LS   | \$ 2,940.00 | \$ 2,940.00   |
| 19   | 15" GROUP 'B' CULVERT                               | 43                 | LF   | \$ 49.50    | \$ 2,128.50   |
| 20   | 24" CLASS III RCP CULVERT                           | 56                 | LF   | \$ 59.00    | \$ 3,304.00   |
| 21   | 42" CLASS III RCP CULVERT                           | 171                | LF   | \$ 107.50   | \$ 18,382.50  |
| 22   | MODOT STD. 5'x3' TYPE S-1 DROP INLET                | 1                  | EA   | \$ 4,695.00 | \$ 4,695.00   |
| 23   | 24" RCP FLARED END SECTION                          | 2                  | EA   | \$ 805.00   | \$ 1,610.00   |
| 24   | 42" RCP FLARED END SECTION                          | 2                  | EA   | \$ 1,510.00 | \$ 3,020.00   |
| 25   | BEVELED PIPE END TREATMENT                          | 2                  | EA   | \$ 680.00   | \$ 1,360.00   |
| 26   | SEEDING, FERTILIZING & MULCHING                     | 4.2                | AC   | \$ 1,680.00 | \$ 7,056.00   |

|  |  |     |    |              |                      |
|--|--|-----|----|--------------|----------------------|
| 27   | EROSION CONTROL  | 1   | LS | \$ 36,550.00 | \$ 36,550.00         |
| 28   | TRAFFIC SIGNAL CONDUIT                                   | 360 | LF | \$ 15.75     | \$ 5,670.00          |
| 29   | PVC SETTLING TANK DRAIN & ROOF DRAIN RELOCATION          | 1   | LS | \$ 3,700.00  | \$ 3,700.00          |
| 30   | SALVAGE & RELOCATE 3" VALVE & IN-LINE SANITARY CLEANOUTS | 1   | LS | \$ 990.00    | \$ 990.00            |
| 31   | EXISTING CONCRETE SEWAGE HOLDING TANK REMOVAL            | 1   | LS | \$ 1,425.00  | \$ 1,425.00          |
| <b>Roadway Improvements (Asphalt Pavement Option) Subtotal</b> |  |     |    |              | <b>\$ 471,171.30</b> |

|   |  |  |  |  |                      |
|---|--|--|--|--|----------------------|
| <b>TOTAL PROJECT COST WITH ASPHALT PAVEMENT OPTION (Water Line Relocation Subtotal + Roadway Improvements (Asphalt Pavement Option) Subtotal)</b> |  |  |  |  | <b>\$ 574,079.80</b> |
|---|--|--|--|--|----------------------|

Removal of Improvements items include, but are not limited to:

|                                  |     |    |
|----------------------------------|-----|----|
| Existing Pavement Removal        | 262 | SY |
| Existing Fence Removal           | 600 | LF |
| Existing 15" RCP Removal         | 80  | LF |
| Existing 4' x 2.5' RCB Removal   | 40  | LF |
| Abandoned Utility Removals       | 1   | LS |
| Remove Restore Ex. Roadway Signs | 1   | LS |

Contractor may submit a bid for only the Asphalt Pavement Option or for only the Concrete Pavement Option or for both paving options. However, all bidders must submit a bid for the Water Line Relocation portion of the contract and at least one of the Roadway Improvements Pavement Options. Both units of work will be awarded to one contractor.

| State Route K Roadway Improvements (Concrete Pavement Option) |   |                    |      |            |           |
|---|---|--------------------|------|------------|-----------|
| Item  | Description   | Estimated Quantity | Unit | Unit Price | Extension |
| 1   | CLEARING & GRUBBING                                 | 1.5                | AC   | \$         | \$        |
| 2   | REMOVAL OF IMPROVEMENTS                             | 1                  | LS   | \$         | \$        |
| 3   | EARTH EXCAVATION (RAW CUT)                          | 25,490             | CY   | \$         | \$        |
| 4   | COMPACTED EARTH EMBANKMENT (RAW FILL)               | 18,770             | CY   | \$         | \$        |
| 5   | COMPACTING IN CUT                                   | 11.5               | STA  | \$         | \$        |
| 6   | INTERCEPTION LEVEE                                  | 800                | LF   | \$         | \$        |
| 7   | 4" TYPE 1 AGGREGATE BASE                            | 9,464              | SY   | \$         | \$        |
| 8   | 8" THICK AGGREGATE TRANSITION                       | 118                | SY   | \$         | \$        |
| 9   | 6" CONCRETE PAVEMENT (NON-REINFORCED, 10' JOINTS)   | 226                | SY   | \$         | \$        |
| 11  | 7" CONCRETE PAVEMENT (NON-REINFORCED, 15' JOINTS)   | 9,464              | SY   | \$         | \$        |
| 12  | TYPE 'A' GUARD RAIL                                 | 225                | LF   | \$         | \$        |
| 13  | TYPE 'A' NON-FLARED OFFSET CRASHWORTHY END TERMINAL | 2                  | EA   | \$         | \$        |
| 14  | TYPE 2 ROCK DITCH LINER (TO 0.75' DEPTH)            | 185                | CY   | \$         | \$        |
| 15  | TYPE 2 ROCK DITCH LINER (TO 1.0' DEPTH)             | 71                 | CY   | \$         | \$        |
| 16  | ROCK LINING AT CULVERT OUTLET                       | 28                 | CY   | \$         | \$        |
| 17  | TRAFFIC CONTROL                                     | 1                  | LS   | \$         | \$        |
| 18  | PAVEMENT MARKINGS                                   | 1                  | LS   | \$         | \$        |
| 19  | 15" GROUP 'B' CULVERT                               | 43                 | LF   | \$         | \$        |
| 20  | 24" CLASS III RCP CULVERT                           | 56                 | LF   | \$         | \$        |
| 21  | 42" CLASS III RCP CULVERT                           | 171                | LF   | \$         | \$        |
| 22  | MODOT STD. 5x3' TYPE S-1 DROP INLET                 | 1                  | EA   | \$         | \$        |
| 23  | 24" RCP FLARED END SECTION                          | 2                  | EA   | \$         | \$        |
| 24  | 42" RCP FLARED END SECTION                          | 2                  | EA   | \$         | \$        |
| 25  | BEVELED PIPE END TREATMENT                          | 2                  | EA   | \$         | \$        |
| 26  | SEEDING, FERTILIZING & MULCHING                     | 4.2                | AC   | \$         | \$        |

|   |  |     |    |    |    |
|---|--|-----|----|----|----|
| 27  | EROSION CONTROL  | 1   | LS | \$ | \$ |
| 28  | TRAFFIC SIGNAL CONDUIT                                   | 360 | LF | \$ | \$ |
| 29  | PVC SETTLING TANK DRAIN & ROOF DRAIN RELOCATION          | 1   | LS | \$ | \$ |
| 30  | SALVAGE & RELOCATE 3" VALVE & IN-LINE SANITARY CLEANOUTS | 1   | LS | \$ | \$ |
| 31  | EXISTING CONCRETE SEWAGE HOLDING TANK REMOVAL            | 1   | LS | \$ | \$ |
| <b>Roadway Improvements (Concrete Pavement Option) Subtotal</b> |  |     |    |    | \$ |

|   |  |  |  |  |    |
|---|--|--|--|--|----|
| <b>TOTAL PROJECT COST WITH CONCRETE PAVEMENT OPTION (Water Line Relocation Subtotal + Roadway Improvements (Concrete Pavement Option) Subtotal)</b> |  |  |  |  | \$ |
|---|--|--|--|--|----|

Removal of Improvements items include, but are not limited to:

|                                  |     |    |
|----------------------------------|-----|----|
| Existing Pavement Removal        | 262 | SY |
| Existing Fence Removal           | 600 | LF |
| Existing 15" RCP Removal         | 80  | LF |
| Existing 4' x 2.5' RCB Removal   | 40  | LF |
| Abandoned Utility Removals       | 1   | LS |
| Remove Restore Ex. Roadway Signs | 1   | LS |

No BID

Note:

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

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

| DATE   | ADDENDUM NUMBER |
|--------|-----------------|
| 4/6/06 | # 1             |
|        |                 |
|        |                 |

COMPANY NAME: C. L. Richardson Const. Co., Inc.

ADDRESS: 15475 Hwy. 63 South

CITY, STATE, ZIP Ashland, MO 65010

PHONE NUMBER: 573-657-9557

AUTHORIZED REPRESENTATIVE: C. L. Richardson

TITLE: President

SIGNATURE: C. L. Richardson

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

**SECTION III**

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

**SECTION IV**


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

**SECTION V**

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

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

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

Firm Name: C. L. Richardson Const. Co., Inc.  
By:   
(Signature)  
C. L. Richardson  
(Print or Type Name)  
Title: President  
Address: 15475 Hwy. 63 South  
City, State, Zip: Ashland, MO 65010  
Phone: 573-657-9557  
Fax: 573-657-1078  
Date: 4/11/06

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: C. L. Richardson Const. Co., Inc.
2. Business Address: 15475 Hwy. 63 South  
Ashland, MO 65010
3. When Organized: 1953
4. When Incorporated: 6/24/94
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
53 years
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 80%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: See Attached.
12. List of projects currently in progress: See Attached.

\* Attach additional sheets as necessary \*



**C.L. RICHARDSON CONST. PROJE S COMPLETED IN LAST 4 YEARS**

| <b>PROJECT</b>                        | <b>WHEN COMPLETED</b> | <b>LOCATION</b>          | <b>CONTACT - PHONE NO.</b>          | <b>TOTAL</b>           |
|---------------------------------------|-----------------------|--------------------------|-------------------------------------|------------------------|
| Bright Lagoon                         | 12/31/01              | Millersburg, MO          | Kevin Pace, Phone 573-642-5636      | \$ 16,729.00           |
| Boone County Bank Stabilization       | 12/24/02              | Boone County, MO         | John Watkins, Phone 573-499-1670    | \$ 35,000.00           |
| Boone Retirement Site Work            | 07/08/02              | Columbia, MO             | John States, Phone 573-449-7200     | \$ 603,000.00          |
| Richland Road                         | 11/21/02              | Boone County, MO         | John Watkins, Phone 573-499-1670    | \$ 507,000.00          |
| Ashland Water Main                    | 11/12/01              | Ashland, MO              | Jason Kemna, Phone 573-875-8799     | \$ 276,000.00          |
| Overton Wetlands                      | 12/01/01              | Overton, MO              | Bill Boyce, Jr., Phone 573-474-6186 | \$ 700,000.00          |
| Ashland Lagoon Modifications          | 02/07/02              | Ashland, MO              | Chad Sayre, Phone 573-875-8799      | \$ 265,000.00          |
| Boone Hospital Parking Lot Addition   | 12/15/01              | Columbia, MO             | Cory Unterseher, Phone 573-815-6821 | \$ 318,000.00          |
| Gans Road Improvement                 | 02/08/02              | Columbia, MO             | Dave Bennett, Phone 573-449-2646    | \$ 675,000.00          |
| Warrenton Oil Storage Tank Removals   | 02/01/02              | Various Mid-Mo Locations | Jim Baker, Phone 636-456-2346       | \$ 260,000.00          |
| Eagle Bluffs Levee Earthwork          | 11/01/01              | Columbia, MO             | Daniel Boyce, Phone 573-474-6186    | \$ 435,000.00          |
| Carr Lane Culvert Replacement         | 07/27/02              | Boone County, MO         | John Watkins, Phone 573-449-8515    | \$ 60,000.00           |
| New Water Reservoir                   | 12/20/02              | Columbia, MO             | Wade Horn, Phone 573-442-1113       | \$ 250,000.00          |
| B & B Crossings - Street/Utility Work | 06/13/03              | Columbia, MO             | Chad Sayre, Phone 573-875-8799      | \$ 170,000.00          |
| Masonic Home Site Work                | 05/18/04              | Columbia, MO             | Don Barnes, 573-442-7436            | \$ 600,000.00          |
| Stoney Creek Inn Site Work            | 07/18/03              | Columbia, MO             | Ken Kemner, 515-202-3877            | \$ 215,000.00          |
| Moser Food Center Site Work           | 12/17/03              | Ashland, MO              | Roger Moser, 573-642-9145           | \$ 173,000.00          |
| Harley Davidson Site Work             | 09/29/03              | Columbia, MO             | Chad Adams, 573-442-7435            | \$ 257,113.00          |
| Super 8 Motel Site Work               | 01/23/04              | Columbia, MO             | Jim Nugent, 573-348-3636            | \$ 89,778.00           |
| Liberty Lane Waterline Relocation     | 12/27/04              | Boone County, MO         | John Watkins, 573-449-8515          | \$ 170,170.00          |
| Liberty Lane Road Project             | 05/23/05              | Boone County, MO         | John Watkins, 573-449-8515          | \$ 500,000.00          |
| Boone Prairie Site Work               | 12/31/04              | Columbia, MO             | Chad Sayre, Phone 573-875-8799      | \$ 630,000.00          |
| Everett School Water Line Project     | 07/31/05              | Columbia, MO             | Gene Ahrens, Phone 573-441-7250     | \$ 32,143.00           |
| Ashland Movie Gallery Site Work       | 04/16/05              | Ashland, MO              | Dean Smith, Phone 573-356-4512      | \$ 42,977.00           |
| Buttonwood Storm Sewer Project        | 08/09/05              | Columbia, MO             | Matt Renner, Phone 314-878-5545     | \$ 39,918.00           |
| Bluff Creek                           | 08/16/05              | Columbia, MO             | Rob Smith, Phone 573-817-1978       | \$ 220,490.00          |
| Otscou Building Expansion             | 08/15/05              | Columbia, MO             | Mark Schultz, Phone 573-442-6187    | \$ 318,630.00          |
| Vandiver Business Park                | 10/31/2005            | Columbia, MO             | Rob Smith, Phone 573-817-1978       | \$ 925,206.00          |
| Scott Boulevard Improvement           | 11/1/2005             | Columbia, MO             | John Watkins, 573-449-8515          | \$ 593,725.00          |
| <b>TOTAL</b>                          |                       |                          |                                     | <b>\$ 9,378,879.00</b> |

| <b>TOTAL</b>    | <b>PROJECT</b>  | <b>ESTIMATED<br/>COMPLETION</b> | <b>PERCENT<br/>COMPLETE</b> | <b>LOCATION</b>  | <b>CONTACT - PHONE NO.</b>    |
|-----------------|---|---------------------------------|-----------------------------|------------------|-------------------------------|
| \$ 537,593.00   | South Fork Development (GR, SE)   | Jul. 2006                       | 50%                         | Boone County, MO | Rob Smith, 573-817-1978       |
| \$ 150,000.00   | Blue Grass (SI, WA, SE)   | May. 2006                       | 50%                         | Ashland, MO      | John Dometrorch, 573-657-9557 |
| \$ 782,817.00   | Midway Arms Expansion (SI)  | May. 2006                       | 75%                         | Midway, MO       | Mark Schultz, 573-442-6187    |
| \$ 856,372.00   | Woodlands (SI, WA, SE)  | Oct. 2005                       | 95%                         | Columbia, MO     | John Payne, 573-881-4000      |
| \$ 1,855,849.00 | Eastport Plat 1B (SI, RC, WA, SE)   | Sept. 2006                      | 50%                         | Columbia, MO     | Rob Smith, 573-817-1978       |
| \$ 212,425.00   | McBain Levee (SI, GR)   | Oct. 2005                       | 95%                         | Columbia, MO     | Randy Acton, 573-874-7250     |
| \$ 739,922.00   | Moniteau Lakes Watershed (SI, GR)   | Sept. 2007                      | 13%                         | Howard Cty., MO  | Bruce Atherton, 573-876-9355  |
|                 | The Insurance Group (SE, WA, SE, GR)  |                                 |                             |                  |                               |
|                 |   |                                 |                             |                  |                               |
| \$ 5,134,978.00 |   |                                 |                             |                  |                               |
|                 |   |                                 |                             |                  |                               |
|                 | <b>Key:</b> SI = Sitework, RC = Road Construction,<br>WA = Water, SE = Sewer, GR = Grading<br>SD = Storm Drainage |                                 |                             |                  |                               |

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

C. L. Richardson Construction Co., Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity And Deposit Company of Maryland

, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Boone County, Missouri

as Oblige, (hereinafter called the "Obligee"), in the sum of Five Percent Amount of Bid Including Additive Alternates Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

State Route K Improvements at Scott Blvd./CWSD #1 Water Line Relocation Project

Project #06-415

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

Signed and sealed this 11th day of April A.D., 2006

Debra Cump  
*Witness*

C. L. Richardson Construction Co., Inc.  
*Principal*  
[Signature] (SEAL)

Kathryn Y. Digges  
*Witness*

Fidelity And Deposit Company of Maryland  
*Surety*  
By [Signature] (SEAL)  
Mary D. Davidson, *Attorney-in-Fact*

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Gary GROSSNICKLE, Charles W. DIGGES, JR., J. D. TRICE, Kimberly A. HUGHES and Mary D. DAVIDSON, all of Columbia, Missouri, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Gary GROSSNICKLE, Charles W. DIGGES, JR., Dorothy D. DURNIL, J. D. TRICE, Kimberly A. HUGHES, dated January 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of January, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Eric D. Barnes*

*William J. Mills*

By: *Eric D. Barnes* Assistant Secretary *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 11th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2007

Note:

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

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

| DATE    | ADDENDUM NUMBER |
|---------|-----------------|
| 4/06/06 | #1              |
|         |                 |
|         |                 |

COMPANY NAME: C.L. Richardson Const. Co., Inc.

ADDRESS: 15475 Hwy. 63 South

CITY, STATE, ZIP: Ashland, MO 65010

PHONE NUMBER: 573-657-9557

AUTHORIZED REPRESENTATIVE: C.L. Richardson

TITLE: President

SIGNATURE: 

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF Boone

C. L. Richardson, being first duly sworn, deposes and says that he is President  
(Title of Person Signing)

of C. L. Richardson Const. Co., Inc.  
(Name of Bidder)

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

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

By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 11<sup>th</sup> day of April, 20 06

Nancy Richardson  
Notary Public

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

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated \_\_\_\_\_, 20\_\_\_\_  
 Name of individual, all partners, or joint  
 venturers:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in  
 Missouri:

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

C.L. Richardson Const. Co.      15475 Hwy. 63 S.  
Ashland, MO 65010  
 (If a corporation - show its name above)

ATTEST:

Nancy Richardson  
 (Secretary)

Sec/Treas  
 (Title)

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

# BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 11<sup>th</sup> day of April, 20 06

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

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

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

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

of C.L. Richardson Const. Co., Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Ashland, Missouri the day and year first above written.

(SEAL) Nancy Richardson Notary Public

NANCY RICHARDSON  
Notary Public- Notary Seal  
STATE OF MISSOURI

My Commission expires County of Boone, 20       
My Commission Expires December 6, 2008  
My Commission # 04484666



# CERTIFIED COPY OF ORDER

184-2006

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

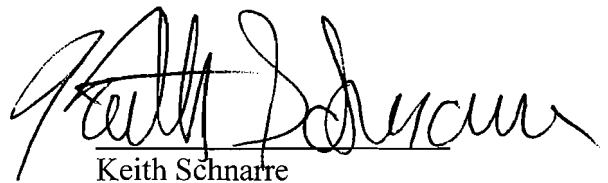
In the County Commission of said county, on the 4<sup>th</sup> day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby accept the Shared Road Maintenance Agreement with City of Columbia.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

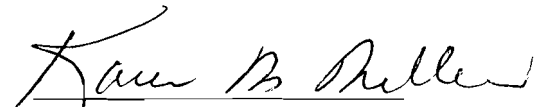
Done this 4<sup>th</sup> day of May, 2006.



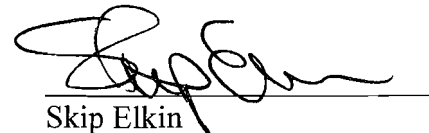
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## AGREEMENT

This agreement is entered into this 1st day of May, 2006 between the City of Columbia, Missouri, a municipal corporation ("City") and the County of Boone, Missouri, a political subdivision of the State of Missouri ("County").

WHEREAS, City annexations frequently create islands of either City or County maintenance jurisdiction (isolated roadways) or areas where the maintenance jurisdiction is divided by a road centerline (shared roadways); and

WHEREAS, these shared or isolated roadways create areas of shared maintenance responsibilities; and

WHEREAS, City and the County desire to provide routine maintenance services for shared or isolated roads in an efficient manner; and

WHEREAS, City and the County desire to jointly plan major maintenance projects for shared or isolated roads; and

WHEREAS, City and County are in agreement that a plan should be developed and reviewed at least annually by their respective public works departments to provide and coordinate these services.

NOW, THEREFORE, the parties agree as follows:

1. ANNUAL MEETING: Representatives from City and County public works departments shall meet each May to develop a work plan and budget for snow removal, maintenance and capital improvements for roads of shared maintenance responsibility. Representatives from each department must include a person in a position of administrative authority with input in the budgetary process. At least two weeks before any meeting, a map of roads with shared maintenance responsibilities shall be provided by the City public works department to the County public works department for review. The departments shall develop a work plan after they agree on the roads to be covered by the plan.

2. WORK PLANS:

- a. Snow Removal: The snow removal plan must clearly define responsibilities for snow removal operations. The snow removal plan shall be based on operational reasonableness and efficiency considerations rather than strict mileage tabulations, but the departments shall attempt to divide the work as evenly as possible. City and County public works departments shall provide snow removal service as part of their regular routine just as they would for any road of equal classification and shall agree upon the priority level assigned to each road. The snow removal plan shall be signed by City and County public works directors and copies of the document shall be kept on file in each department's administrative

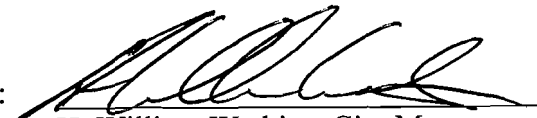
offices. City and County public works directors shall inform or seek consent of their respective governing bodies according to agency requirements.

- b. Pavement and Stormwater Capital and Major Maintenance Projects: Proposed capital and major maintenance projects shall be identified with a goal to develop a coordinated plan for funding and construction. The plan shall outline responsibilities for funding, design, and construction of the proposed projects. All projects are subject to approval and funding authorization by the respective governing bodies according to agency requirements.
- c. Minor Maintenance and Regulatory Control: If a cooperative effort is deemed to be practical or cost effective and in the best interest of the public, City and County public works departments shall agree upon a strategy and allocate cost according to jurisdiction, subject to the approval process for the respective agency. If a road is not included in a cooperative agreement, minor maintenance, such as pothole repair, shall continue to be the responsibility of the agency of jurisdiction. Gravel road maintenance and snow removal may require a fair trade agreement since routine gravel road maintenance is best done by a single provider. Sign maintenance, including regulatory control and permitting procedures, such as driveway access or utility permits, shall remain with the agency of jurisdiction.
- d. Adjustments to Work Plan: Because roadways are continuously annexed throughout the year, provisions shall be made in the plan that clearly outline how snow removal activities and maintenance responsibilities shall be adjusted to ensure no interruption or omission of services on these roadways. It is recommended that any adjustments be documented in writing on a pre-approved form and verified by signature of the City or County public works director (or their duly appointed representative) to be an agreed amendment to the plan. The City or County public works director shall inform or seek consent of their respective governing bodies according to agency requirements.
- e. Budgeting: Every effort shall be made by City and County public works departments to coordinate capital and major maintenance projects at least one year in advance of the start of construction. Because each agency operates within a different fiscal calendar year, the annual meeting shall occur during the month of May to allow each agency to take the appropriate budgetary action to ensure implementation of the plan. Snow removal responsibilities and gravel road maintenance shall be divided based on practical considerations for efficient operations as equally as possible so that the budgetary impact to both agencies is neutral for all practical purposes.
- f. Communication: City will inform County of any annexation that creates a shared or isolated roadway within one week of the annexation. To ensure the provisions of this policy are met, a notice of the annexation shall be specifically addressed to the County public works director. A joint effort shall be made by the City and

County to inform the public of changes in road maintenance responsibilities so the public will be aware of the appropriate agency to contact.

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


CITY OF COLUMBIA, MISSOURI

By:   
H. William Watkins, City Manager

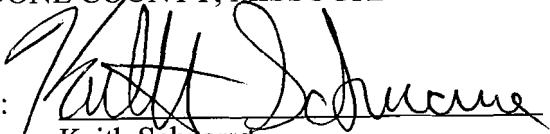
ATTEST:

  
Sheela Amin, City Clerk

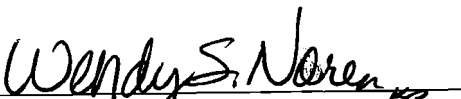
APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

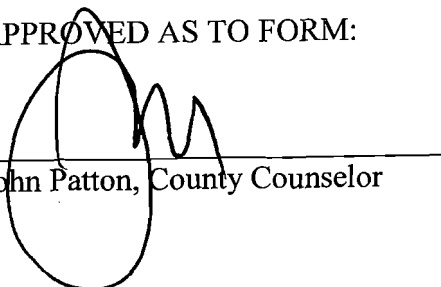
BOONE COUNTY, MISSOURI

By:   
Keith Schmarre,  
Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
John Patton, County Counselor

Introduced by Hindman Council Bill No. R 106-06

**A RESOLUTION**


authorizing an agreement with Boone County to coordinate plans for snow removal, maintenance and capital improvements for roads with shared maintenance responsibility.

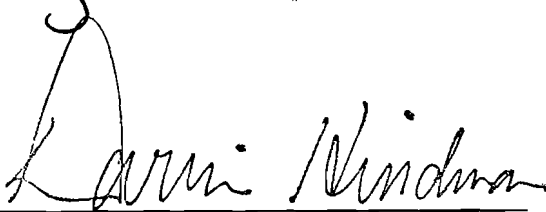
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County to coordinate plans for snow removal, maintenance and capital improvements for roads with shared maintenance responsibility. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.


ADOPTED this 1<sup>st</sup> day of may, 2006.

ATTEST:

  
City Clerk

  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
City Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

4<sup>th</sup>

day of May

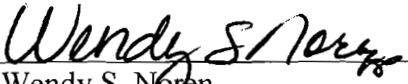
20 06

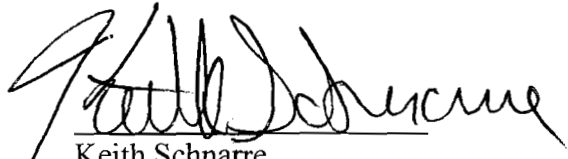
the following, among other proceedings, were had, viz:

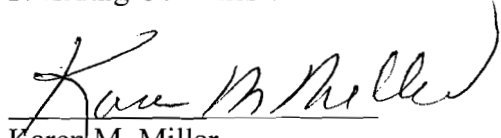
Now on this day the County Commission of the County of Boone does hereby proclaim  
May 21 – May 27, 2006 as National Public Works Week.


Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 4<sup>th</sup> day of May 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the Department of Public Safety Juvenile Accountability Enhancement Program and Services Contract and Special Conditions.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 4<sup>th</sup> day of May 20 06

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

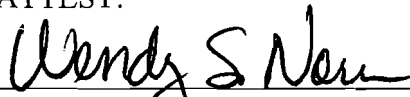
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision.


| DEPARTMENT ACCOUNT/<br>TITLE                      | AMOUNT OF<br>DECREASE | AMOUNT OF INCREASE |
|---|-----------------------|--------------------|
| 2900-86850 – LE Sales Tax<br>Revenue/ Contingency | \$ 21,170.00          |                    |
| 2901-10100 – Sheriff Salary<br>& Wages            |                       | \$ 1,4373.00       |
| 2901-10200 – FICA                                 |                       | \$ 1,099.00        |
| 2901-10300 – Health Ins.                          |                       | \$ 4750.00         |
| 2901-10325 – Disability Ins                       |                       | \$72.00            |
| 2901-10350 – Life Ins                             |                       | \$ 39.00           |
| 2901-10375 - Dental Ins                           |                       | \$325.00           |
| 2901-10400 – Workers Comp                         |                       | \$ 62.00           |
| 2901-10500 – 401 (A) Match                        |                       | \$ 450.00          |

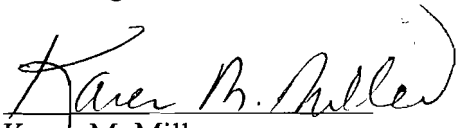
To cover new Booking Officer Position

Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

4<sup>th</sup>

day of May

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

| DEPARTMENT ACCOUNT/ TITLE         | AMOUNT OF INCREASE |
|-----------------------------------|--------------------|
| 1150-10100 – Salaries and Wages   | 24,836.00          |
| 1150-10200 –FICA                  | 1,900.00           |
| 1150-10300- Health Insurance      | 3,563.00           |
| 1150-10325 – Disability Insurance | 125.00             |
| 1150-10350- Life Insurance        | 39.00              |
| 1150-10375 – Dental               | 244.00             |
| 1150-010400 – Worker’s Comp       | 107.00             |
| 1150-10500 – 401 (A) Match Plan   | 450.00             |
| 1150-03528 0 Reimburse Personnel  | 31,264.00          |

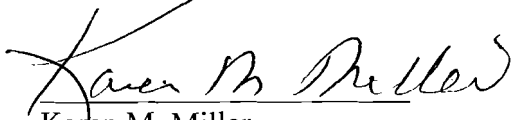
To cover new FT Position in Collectors Office.

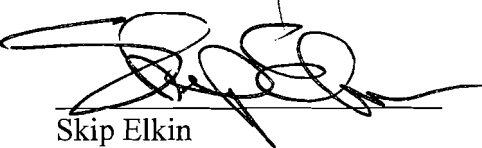
Done this 4<sup>th</sup> day of May, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

20th

To: County Clerk's Office

# REQUEST FOR BUDGET AMENDMENT

Comm Order # 188-2006

Return to Auditor's Office w/ backup

## BOONE COUNTY, MISSOURI RECEIVED

4-17-06

MAY 05 2006

2006 Z1

EFFECTIVE DATE

FOR AUDITORS USE

BOONE COUNTY AUDITOR

| Department |   |   |   |   |   | Account |   |   |           |                      |  | Department Name | Account Name | (Use whole \$ amounts) |          |
|------------|---|---|---|---|---|---------|---|---|-----------|----------------------|--|-----------------|--------------|------------------------|----------|
|            |   |   |   |   |   |         |   |   |           |                      |  |                 |              | Decrease               | Increase |
| 1          | 1 | 5 | 0 | 1 | 0 | 1       | 0 | 0 | Collector | Salaries and Wages   |  | \$24,836        |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 2       | 0 | 0 | Collector | FICA                 |  | \$1,900         |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 3       | 0 | 0 | Collector | Health Insurance     |  | \$3,563         |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 3       | 2 | 5 | Collector | Disability Insurance |  | \$125           |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 3       | 5 | 0 | Collector | Life Insurance       |  | \$39            |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 3       | 7 | 5 | Collector | Dental Insurance     |  | \$244           |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 4       | 0 | 0 | Collector | Worker's Comp        |  | \$107           |              |                        |          |
| 1          | 1 | 5 | 0 | 1 | 0 | 5       | 0 | 0 | Collector | 401(A) Match Plan    |  | \$450           |              |                        |          |
| 1          | 1 | 5 | 0 | 0 | 3 | 5       | 2 | 8 | Collector | Reimburse Personnel  |  | \$31,264        |              |                        |          |

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Estimated salary expense for FT position (range 27) in collector's office, effective 4-1-06 for the remainder of the 2006 calendar year. Estimated salary expense for increase in salary range 21 to 23, effective 4-1-06 for the remainder of the 2006 calendar year. Expenses are to be reimbursed from 2110-71101 for remainder of 2006 calendar year and credited to 1150-03528.

*Patricia L. Busmejer*  
Requesting Official

### TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

COMMISSION AGENDA

*[Signature]*  
Auditor's Office  
*[Signature]*  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

### BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 4<sup>th</sup> day of May 20 06

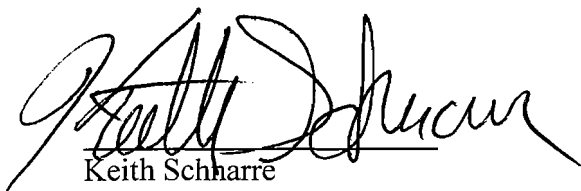
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision.

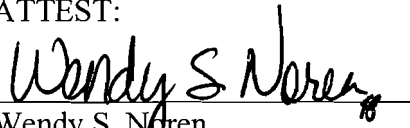
| DEPARTMENT ACCOUNT/<br>TITLE            | AMOUNT OF<br>DECREASE | AMOUNT OF INCREASE |
|---|-----------------------|--------------------|
| 1123-86850 - Emergency -<br>Contingency | 40,814.00             |                    |
| 1132-101000 - Salary & Wages            |                       | 32679.00           |
| 1132-10200 - FICA                       |                       | 2498.00            |
| 1132-10300 - Health Ins.                |                       | 4750.00            |
| 1132-10325 - Disability                 |                       | 163.00             |
| 1132-10350 - Life Ins                   |                       | 39.00              |
| 1132-10375 - Dental Ins                 |                       | 325.00             |
| 1132-10400 - Workers Comp               |                       | 140.00             |
| 1132-10500 - 401 (A) Match              |                       | 250.00             |

To cover new FTE Voting Systems Manager and enhanced FTE Polling Place Operations Manager for the County Clerks Office.

Done this 4<sup>th</sup> day of May, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner