

CERTIFIED COPY OF ORDER

299-2006

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 31st day of July 20 06

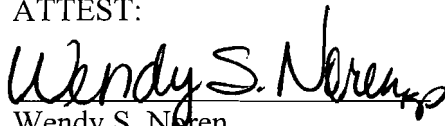
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Pendurthi Properties, LLC for a permit to allow self-storage units on .65 acres, located at 5954 N. Wagon Trail Rd., Columbia with the following conditions.

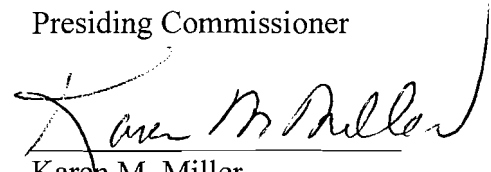
- Only the self-storage units created by the conversion from the carwash stalls are permitted by this request. Any expansion will require an additional conditional use permit.
- All driveway, loading, and parking areas are to be dust free (minimum chip and seal).
- Lighting is oriented inward and downward so as to minimize light leaving the site.
- Comply with all site requirements of the Boone County Fire Protection District.
- Comply with all requirements of the building code.

Done this 31st day of July 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.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 31st day of July 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Helen Quinn on behalf of Verizon Wireless to allow a transmission facility on 84.33 acres, located at 23500 S. Hwy 63 South, Hartsburg.

Done this 31st day of July 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31st

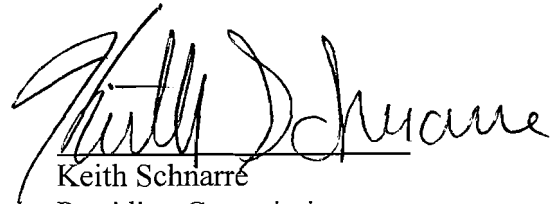
day of July

20 06


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

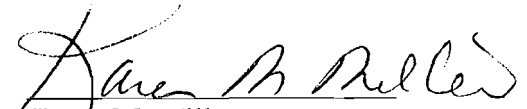
Now on this day the County Commission of the County of Boone does hereby approve the request by Boone County Fire Protection District on behalf of Verizon Wireless to revise an approved Review Plan on 2.4 acres located at 5881 S. Highway 63, Columbia.

Done this 31st day of July 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 31st day of July 20 06


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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats and authorize the Presiding Commissioner to sign said plats:

- Newton's Glen. S10-T48N-R14W. A-2. James Miller and Erika Griesemer, owners. Curtis E. Basinger, owner.
- Monticello Acres. S22-T46N-R12W. A-2. Reba Earl Kraus, owner. James V. Patchett, surveyor.
- T. C. Lake Estates. S8-T46N-R12W. A-2. Terry Cole, owner. Curtis E. Basinger, surveyor.
- Sunny Side Acres. S21-T46N-R12W. A-2. Sunny Side Slope LLC, owner. Neal R. Slattery, surveyor.
- River Ridge Estates. S26-T46N-R13W. A-2. FES, Inc., owner. Neal R. Slattery, surveyor.

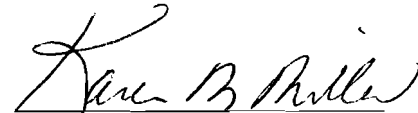
Done this 31st day of July 2006.

ATTEST:

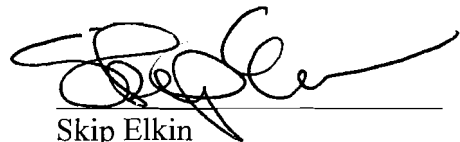

 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

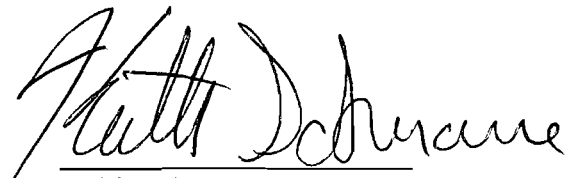
Term. 20 06

In the County Commission of said county, on the 31st day of July 20 06

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

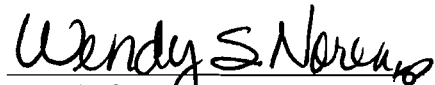
Now on this day the County Commission of the County of Boone does authorize the Presiding Commissioner to sign the Grant application and related documents for the Community Development Block Infrastructure Grant for the Prathersville/Wagon Trail Neighborhood Improvement District.

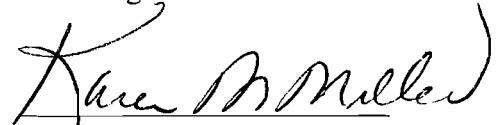
Done this 31st day of July 2006.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

304-2006

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July Session of the July Adjourned Term

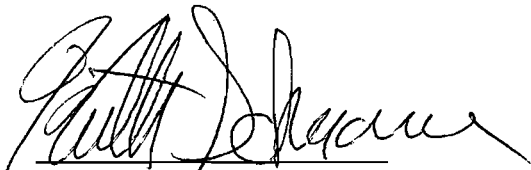
Term. 20 06

In the County Commission of said county, on the 31st day of July 20 06


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

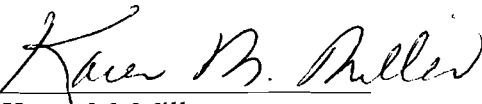
Now on this day the County Commission of the County of Boone does hereby award Bid 58-06JUL06 Erosion Control Term and Supply to Custom Fence. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract


Done this 31st day of July 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
EROSION CONTROL TERM & SUPPLY**

THIS AGREEMENT dated the 31 day of July 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Custom Fence**, 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 **Erosion Control Term & Supply**, County of Boone Request for Bid for Erosion Control Term & Supply, bid number **58-06JUL06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated June 22, 2006 and executed by Michael Small on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall be for the period from Date of Award through June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department in accordance with section 2.12 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all statements within thirty days of receipt. 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.

CUSTOM FENCE

BOONE COUNTY, MISSOURI

by Michael Small
title owner
address R#3 Box 268
Memphis, Mo 63555

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

Janet E. Pitchford
Signature by eg

7/26/06
Date

2045/71100 Term & Supply

Appropriation Account

4. **Response Form**

- 4.1. Company Name: Michael Small Custom Fence.
- 4.2. Address: RR3 Box 268
- 4.3. City/Zip: Memphis Mo.
- 4.4. Phone Number: 660 883 ~~5674~~ or 5514
- 4.5. Fax Number: ~~883 5674~~
- 4.6. Federal Tax ID: 474 203614
- 4.6.1. () Corporation
 () Partnership - Name _____
 (x) Individual/Proprietorship - Individual Name Michael Small
 () Other (Specify) _____

4.7. **PRICING**

	Description	Unit	Estimated Units	Unit Price	Total
4.7.1.	Silt Fence	LF		\$ 1 ⁸⁵	\$
4.7.2.	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC	Under 1/2 AC. will be a	\$ 1700 ⁰⁰	\$
4.7.3.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC	charge of 10 @ 50 sq ft.	\$ 2200	\$
4.7.4.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/ an Overspray)	AC	will Apply	\$ 2500 ⁻	\$
4.7.5.	Biodegradable Blanket-North American Green S75BN	SY		\$ 6 ⁵⁰	\$
4.7.6.	Biodegradable Blanket - North American Green S150 BN	SY		\$ 6 ⁵⁰	\$
4.7.7.	Biodegradable Blanket - North American Green SC50 BN	SY		\$ 6 ⁵⁰	\$
4.7.8.	Biodegradable Blanket - North American Green C125 BN	SY		\$ 6 ⁵⁰	\$
4.7.9.	Long Term Degradable Blanket - North American Green SC150	SY		\$ 6 ⁵⁰	\$
4.7.10.	Long Term Degradable Blanket - North American Green C125	SY		\$ 6 ⁵⁰	\$
4.7.11.	Turf Reinforcement Mat - North American Green P300 TRM	SY		\$ 6 ⁵⁰	\$
4.7.12.	Turf Reinforcement Mat - North American Green C350 TRM	SY		\$ 6 ⁵⁰	\$
4.7.13.	Composite Reinforcement Mat - North American Green SC250	SY		\$ 6 ⁵⁰	\$
4.7.14.	Composite Reinforcement Mat. - North American Green C350	SY		\$ 6 ⁵⁰	\$
4.7.15.	Erosion Control Blanket - North American Green S75 BN	SY		\$ 4 ⁷⁵	\$
4.7.16.	Ditch Checks (2 straw bales per ditch check)	EA		\$ 75 ⁰⁰	\$
4.7.17.	GRAND TOTAL				\$

4.8. Maximum Percentage Increase for Renewal Periods

4.8.1. 10% % 2nd Year

4.8.2. 15 % 3rd Year

Please provide the number of days notice must be provided prior to expected installation. 5 In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.

4.9.

It is anticipated that the county will have several projects going on simultaneously during the construction season, how many crews do you have to cover multiple projects 2?

4.10.

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):

Michael Small

4.11.2. Type or Print Signed Name:

Michael Small

4.11.3. Today's Date: 6/22/06

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





EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone Co. Public works
Address:

Contact Name: John Watkins
Telephone Number:

Date of Contract: March 15-18-06
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Boone const.
Address:

Contact Name: Gail Story
Telephone Number: 673 474 8244 EXT. 39

Date of Contract: on going
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: weaver cattle CO.
Address: Shenwood MO.

Contact Name: Jeb weaver
Telephone Number: 660 341 1866

Date of Contract: on going
Length of Contract:

Description of Prior Services (include dates):



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **58-06JUL06**
Commodity Title: **Erosion Control Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

Day / Date: **THURSDAY, JULY 6, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of lime, fertilizer, seed, mulch, erosion control blankets, ditch checks, and silt fencing applications as specified herein.
 - 2.1.1. All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to order shredding and disposal services from other vendors when the County deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through Jun 30, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **MINIMUM TECHNICAL SPECIFICATIONS** - The contractor shall provide applications of the following: silt fence; lime, fertilizer, seed, and mulch; erosion control blankets; and ditch checks.
- 2.7. **PRODUCT SPECIFICATIONS AND INSTALLATION**
 - 2.7.1. The contractor shall provide all items in accordance with the specifications outlined in Attachment 1 including silt fence, seeding, fertilizing, mulching, erosion control blankets, and ditch checks.
- 2.8. **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.
- 2.9. **METHOD OF MEASUREMENT, PROCEDURES, AND BASIS OF PAYMENT**
 - 2.9.1. All items paid under this contract shall be measured and paid for by the unit shown, as per the bid form.
 - 2.9.2. All appurtenances under this contract shall be incidental and included with the bid as specified in the bid form.
 - 2.9.3. The contractor will be provided project plans or the project will be field staked for clarification on each job.
 - 2.9.4. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The successful vendor will be required to confirm receipt of each request.
- 2.10. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and

such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- 2.10.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.10.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

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

- 2.10.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.10.5. **Insurance Certifications:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.11. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning

anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.12. **PAYMENT** – The contractor shall bill the County upon acceptance by Boone County of each completed project. The contractor must submit an invoice and charges must only include those prices listed in the Contractor’s bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.
- 2.13. **DELIVERY** – FOB destination. The sellers pays and bears all freight charges.
- 2.14. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.15. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.16. **EVALUATION AND AWARD** – Award(s) shall be made in the best interest of Boone County. However, it is the intent of the County to award this bid to multiple vendors. Therefore, in the event the primary contractor is unable to meet the expected obligation within the timeframe outlined by the County, the secondary contractor may be given the project.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. **PRICING**

	Description	Unit	Estimated Units	Unit Price	Total
4.7.1.	Silt Fence	LF		\$	\$
4.7.2.	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$	\$
4.7.3.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$	\$
4.7.4.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/ an Overspray)	AC		\$	\$
4.7.5.	Biodegradable Blanket-North American Green S75BN	SY		\$	\$
4.7.6.	Biodegradable Blanket - North American Green S150 BN	SY		\$	\$
4.7.7.	Biodegradable Blanket - North American Green SC50 BN	SY		\$	\$
4.7.8.	Biodegradable Blanket - North American Green C125 BN	SY		\$	\$
4.7.9.	Long Term Degradable Blanket - North American Green SC150	SY		\$	\$
4.7.10.	Long Term Degradable Blanket - North American Green C125	SY		\$	\$
4.7.11.	Turf Reinforcement Mat - North American Green P300 TRM	SY		\$	\$
4.7.12.	Turf Reinforcement Mat - North American Green C350 TRM	SY		\$	\$
4.7.13.	Composite Reinforcement Mat - North American Green SC250	SY		\$	\$
4.7.14.	Composite Reinforcement Mat - North American Green C350	SY		\$	\$
4.7.15.	Erosion Control Blanket - North American Green S75 BN	SY		\$	\$
4.7.16.	Ditch Checks (2 straw bales per ditch check)	EA		\$	\$
4.7.17.	GRAND TOTAL				\$

4.8. Maximum Percentage Increase for Renewal Periods

4.8.1. _____ % 2nd Year

4.8.2. _____ % 3rd Year

4.9. Please provide the number of days notice must be provided prior to expected installation. _____ In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.

4.10. It is anticipated that the county will have several projects going on simultaneously during the construction season, how many crews do you have to cover multiple projects _____?

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name: _____

4.11.3. Today's Date: _____

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

SECTION 270

FERTILIZING

- 270.1 **Description** - This work shall consist of the application of lime and commercial fertilizer and soil preparation for seeding on areas shown on the plans or designated by the engineer.
- 270.2 **Material.**
- 270.2.1 Material used for soil neutralization, unless otherwise specified, shall be a pelletized bagged lime, or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- 270.2.2 The rate of application of lime shall be a minimum of 1,300 lbs/acre for agricultural lime or 650 lbs/acre for pelletized lime. Except as otherwise provided in this specification, the quantity of material required to provide the specified pounds of effective neutralizing material per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act.
- 270.2.3 Fertilizer shall be a standard commercial product that will supply a minimum of 90 pounds of total nitrogen (N), 90 pounds of available phosphoric acid (P 2 0 5) and 90 pounds of soluble potash (K 2 0) per acre. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.
- 270.3 **Equipment** - Lime and commercial fertilizer shall be applied by mechanical equipment designed for this purpose.
- 270.4 **Construction Requirements**
- 270.4.1 The area to be limed and fertilized will be the area specified within the limits of construction; shall have a uniform surface free from rills, washes and depressions; and shall conform to the finished grade and cross section as shown on the plans. The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 2 inches. The seedbed or sodbed shall be prepared by loosening the existing soil on the slope, rather than by the addition of loose soil.
- 270.4.2 Lime and fertilizer shall be applied evenly at the rates specified in this section and only when the soil is in a tillable condition. After application, the lime and fertilizer shall be mixed into the soil by disking, harrowing or raking to a minimum depth of 2 inches, unless applied hydraulically on slopes steeper than 2:1 (1:2) in accordance with **Section 275.3.2.1**.
- 270.4.3 Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.
- 270.4.4 Lime and fertilizer shall be applied not more than 48 hours before the seed is sown unless otherwise authorized by the engineer.

272.1 **Description** - This work shall consist of the application of one of the three (3) following mulches as shown on the plans or directed. All seeded areas shall be mulched.

272.2 **Material**

272.2.1 **Type 1 Mulch (Vegetative)** - The vegetative mulch shall be clean wheat straw.

272.2.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** - The asphalt emulsion shall be SS-1, SS-1h, CSS-1 or CSS-1h conforming to the requirements of AASHTO M 140 or AASHTO M 208. The vegetative mulch shall be as specified in **Section 272.2.1**.

272.2.3 **Type 3 Mulch (Vegetative with an Overspray)** - The vegetative mulch shall be as specified in **Section 272.2.1**. The overspray material may be virgin wood cellulose fibers or recycled slick paper as herein specified. It shall not contain any germination or growth inhibiting substances. The overspray shall be green in color after application and shall have the property to be evenly dispersed and suspended when agitated in water. When sprayed uniformly over vegetative mulch, the mulch fibers shall form an absorbent cover, allowing percolation of water to the underlying soil. The mulch shall be packaged in moisture resistant bags with the net weight (mass) of the packaged material plainly shown on each bag. The mulch fibers shall not be water soluble.

272.2.3.1 **Virgin Wood Cellulose** - Virgin wood cellulose fibers shall be produced by either the ground or cooked fiber process and shall have the following properties: Moisture Content, percent by weight (mass), max 15 Organic Matter-Wood Fiber, percent by weight (mass), min 80 pH 4.3-8.5

272.2.3.2 **Recycled Slick Paper Mulch** - Recycled slick paper mulch shall be produced from printers slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard will not be allowed. The material shall be free of other material or fillers and shall have the following properties: Moisture Content, percent by weight (mass), max 8 pH 4.5-6.5

272.2.3.3 The contractor shall furnish a manufacturer's certification in triplicate certifying that the overspray mulch materials complies with these specifications. The engineer may sample and test these materials prior to approval and use. Acceptance will be based upon a satisfactory certification and results of any test deemed necessary by the engineer.

272.3 **Construction Requirements**

272.3.1 **Type 1 Mulch (Vegetative)** – Type 1 Mulch shall be applied at the rate of 2 1/2 tons per acre.

272.3.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** – Type 2 Mulch shall be applied by mechanical mulch spreaders equipped to eject, by means of a constant air stream, controlled quantities of the vegetative mulch and emulsified asphalt in a uniform pattern over the specified area. The mulching machine shall be so designed that the asphalt will be injected at the proper rate directly into the air stream carrying the straw, resulting in a uniform spotty tacking of the vegetative mulch with asphalt. The vegetative mulch shall be applied at the rate of 2 1/2 tons per acre. The application rate for the asphalt emulsion shall be 100 gallons per ton of straw.

272.3.3 **Type 3 Mulch (Vegetative with an Overspray)** – Type 3 Mulch shall be hydraulically applied over the vegetative mulch as a separate operation. Recycled slick paper shall be applied at the rate of 750 pounds per acre. Virgin wood cellulose fibers with 90 percent or more organic matter shall be applied at the rate of 750 pounds per acre and that with 80 to 89 percent inclusive shall be applied at a rate calculated as follows:

$$\text{Rate lb/acre} = 100 \times 750 \text{ lb/acre} \times \text{Actual Percent Organic Matter}$$

The overspray material shall be mixed with water in a manner to provide a homogeneous slurry. Equipment for mixing and applying the slurry shall be capable of applying it uniformly over the entire vegetative mulched area. The slurry mixture shall be agitated during application to keep the ingredients thoroughly mixed.

272.3.5 All mulch shall be distributed evenly over the area to be mulched within 24 hours following the seeding operation. Following the mulching operation, precautions shall be taken to prohibit foot or vehicular traffic over the mulched area. Any mulch which is displaced shall be replaced at once, but only after the work preceding the mulching which may have been damaged as a result of the displacement has been acceptably repaired.

SECTION 275

SEEDING

275.1 **Description** - This work shall consist of preparing, liming and fertilizing a seedbed, and the furnishing and sowing of seed. All disturbed areas shall be seeded as shown on the plans or directed.

275.2 **Material**

275.2.1 Seed mix shall comply with standards of the Official Seed Analysis of North America and be recommended for full sun exposure in Columbia, Missouri. Seed shall be free from Johnson Grass, Canadian Thistle, or field bind weed seed and be approved by the inspector.

Residential / Commercial Yards	Mixture %
Kentucky Bluegrass	20% @ 260 lbs/per acre
Creeping Red Fescue	30% @ 260 lbs/per acre
Perennial Rye Grass	30% @ 260 lbs/per acre
Annual Rye	20% @ 260 lbs/per acre
Purity	85%
Germination	80%
Maximum Weed Seed	1%

Non – Residential / Commercial Yards	Mixture %
Tall Fescue	100 lbs/per acre
Seed Wheat	60 lbs/per acre

275.3 **Application**

Approved Seeding Time	Dates
Spring	March 15 to May 15
Fall	August 15 to October 15

SECTION 279

STRAW BALE DITCH CHECKS

279.1 **Description** - This work shall consist of constructing straw bale ditch checks at locations shown on the plans.

279.2 **Construction Requirements** - See Attachment A for detailed drawing

279.2.1 Bale shall be 14-inch x 18-inch x 36-inch.

279.2.2 Anchors shall be 2-inch x 2-inch hardwood stakes, minimum of 3 feet in length. Two (2) stakes per bale.

279.3 **Payment**

279.3.1 One (1) Ditch Check shall be considered as two (2) straw bales installed as per details shown on Attachment A.

SECTION 283

TEMPORARY SILT FENCE

283.1 **Description** - This work shall consist of furnishing and installing a wire-supported or self-supported geotextile silt fence designed to remove suspended particles from sheet flow passing through the fence and prevent sediment from polluting nearby streams or other bodies of water.

283.2 **Material** - Geotextile Type 2 material shall conform to **Section 285**.

283.2.1 **Posts** - Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, not less than 4 feet, to ensure adequate embedment while fully supporting the silt fence and shall have sufficient strength to resist damage during installation and support applied loads while in service.

283.2.2 **Support Fence** - All geotextile silt fence shall be supported either externally by wire or other approved mesh to a height of at least 24 inches or by a suitable designed-in support system capable of keeping the material erect. Either method shall be strong enough to withstand applied loads.

283.2.3 **Prefabricated Fence** - Prefabricated fence systems may be used provided they meet all of the above material requirements.

283.3 **Construction Requirements** - See Attachment A for detailed drawing

283.3.1 The contractor shall install temporary silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled and the soil compacted over the fabric. Fabric splices with a minimum 6-inch overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.

283.3.2 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.

283.3.3 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

SECTION 285

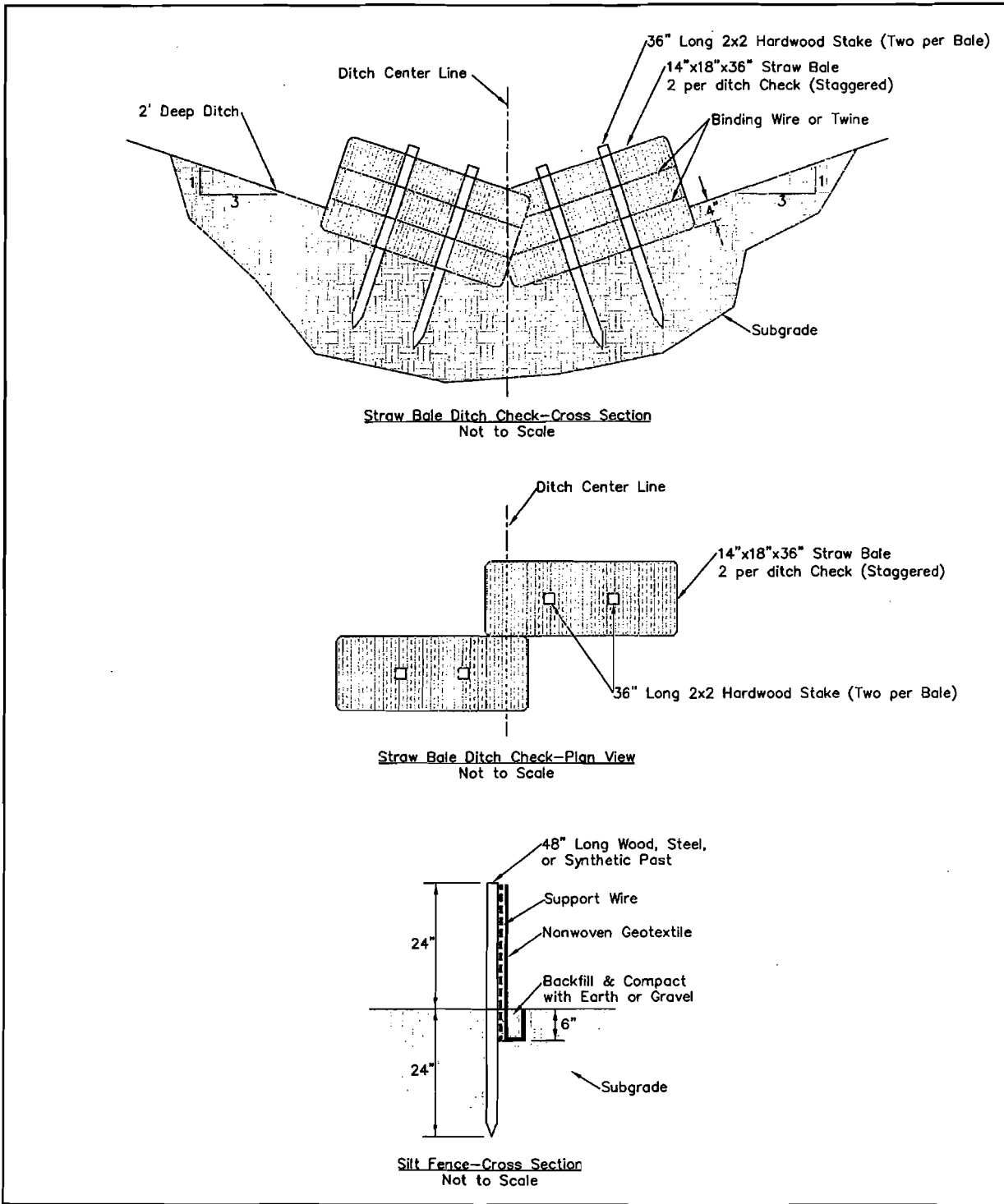
GEOTEXTILE FABRIC

- 285.1 **Scope** - This specification covers geotextile for use in subsurface drainage, sediment control, erosion control or as a permeable separator.
- 285.2 **Material** - Geotextiles shall meet the physical and chemical requirements of AASHTO M 288 for the specified application except as modified herein.
- 285.2.1 **General**
- 285.2.1.1 No specific permeability values are required.
- 285.2.1.2 The U. S. Standard sieve number corresponding to the apparent opening size (AOS) shall not exceed 100 for geotextile used in contact with any soil with more than 50 percent passing the No. 200 sieve nor shall the AOS exceed 70 when used between any two dissimilar granular material, less than 50 percent passing the No. 200 sieve, or when used to control movement of fines from a granular backfill through structural joints or into a drain pipe.
- 285.2.1.3 During shipment and storage, geotextiles shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 F, mud, dust and debris.
- 285.2.3 **Type 2, Sediment Control** - Type 2 geotextile is intended for use in supported or non-supported sediment control fencing.
- 285.3 **Certification and Acceptance**
- 285.3.1 The contractor shall furnish a manufacturer's certification to the engineer, for each lot of material furnished stating the name of the manufacturer, the chemical composition of the filaments or yarns and certifying that the material supplied conform to all requirements specified. The certification shall include or have attached typical results of tests from specific lots for all specified requirements.
- 285.3.2 Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

SECTION 287

EROSION CONTROL BLANKETS

- 287.1 **Description** - This work shall consist of furnishing and placing erosion control blankets at locations shown on the plans or as designated by the engineer.
- 287.2 **Materials**
- 287.2.1 **Blankets** - Blankets shall consist of the following North American Green Products or equal approved by the Engineer.
- 287.3 **Biodegradable Blankets** – S75 BN, S150 BN, SC50 BN and C125 BN
- 287.4 **Long Tem Degradable Blankets** – SC150 Extended-term and C125 Long-term
- 287.5 **Turf Reinforcement Mats** – P300 TRM and C350 TRM
- 287.6 **Composite Reinforcement Mats** – SC250 and C350
- 287.7 **Construction Requirements** - Blankets shall be installed as per the manufacturer's instructions and shall use materials specified by the manufacturer and approved by the Engineer.



BOONE COUNTY PUBLIC WORKS
 DESIGN AND CONSTRUCTION
 5551 HIGHWAY 63 SOUTH
 COLUMBIA, MISSOURI 65201-9711
 PHONE (573) 449-8515
 FAX (573) 875-1602

Attachment A

Straw Bale Ditch Check & Silt Fence Details

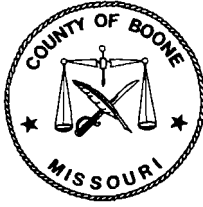


EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

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



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 58-06JUL06 Erosion Control Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Michael Small
 RR 3 Box 268
 Memphis, MO 63555-9225

Agent's Name, Address and Phone Number (Agt./Dist.)
 Christopher Harris (660) 465-2755
 109 East Monroe Street
 Memphis, MO 63555 (298/171)

**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 listed below.**

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †	24-XZ9000-90-00	4/11/2006	4/11/2007	Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
<input checked="" type="checkbox"/> General Liability Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	24-XD9745-02-00	6/17/2006	6/17/2007	General Aggregate \$ 1000,000 Products - Completed Operations Aggregate \$,000 Personal and Advertising Injury \$ 0,000 Each Occurrence \$ 1000,000 Damage to Premises Rented to You \$,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	24-XZ9000-01-00	2/8/2006	2/8/2007	Bodily Injury - Each Person \$ 1000,000 Bodily Injury - Each Accident \$ 1000,000 Property Damage \$ 1000,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

† The individual or partners shown as insured Have Have not elected to be covered as employees under this policy.
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
---------------------------------------	--------------

• COUNTY OF BOONE, 601 E WALNUT, RM209,
 COLUMBIA, MO 65201

Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *() days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
 This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED 8/7/2006	AUTHORIZED REPRESENTATIVE
-------------------------	-------------------------------

Certificate Holder

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

31st

day of

July

20 06

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

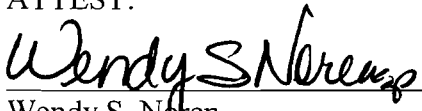
Now on this day the County Commission of the County of Boone does hereby award Bid 60-13JUL06 Micro-Surfacing Application to Donelson Construction Company LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract

Done this 31st day of July 2006.

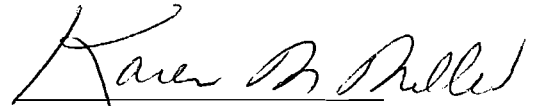


Keith Schnarre
Presiding Commissioner

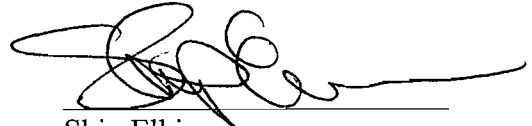
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Donelson Construction Co., LLC** (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 60-13JUL06
Micro-Surfacing Projects
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid Micro-Surfacing Application in the amount of \$41,238.00, the Scratch Course Repair in the amount of \$986.00 and the MoDOT Row Add Alternates in the amount of \$725.00 for a total contract amount of \$42,949.00.

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. Introduction and General Terms and Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Bid Form
5. Standard Terms and Conditions
6. Statement of Bidder's Qualifications
7. Performance Bond
8. Labor & Material Payment Bond
9. State Wage Rates-Annual Wage Order No. 12
10. Technical Specifications
11. Location Maps

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:

Forty Two Thousand Nine Hundred Forty Nine Dollars and No Cents (\$42,949.00)

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 July 31 2006 at Columbia, Missouri. (Date)

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

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk

CONTRACTOR: **Donelson Construction Co., LLC**

By: Michael J. Donelson
Authorized Representative Signature

By: Michael J. Donelson
Authorized Representative Printed Name

Title: Managing Member

Approved as to Legal Form:

John Patton
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.)

June E. Pitchford
Signature by cg

7/26/06
Date

2040/71100 - \$42,949.00

Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Donelson Construction Co., LLC.

1075 Wise Hill Road, Clever, MO. 65631

as Principal, hereinafter called Contractor, and United Fire & Casualty Company

P.O. Box 73909, Cedar Rapids, IA. 52407 (319) 399-5700

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,

are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called

Owner, in the amount of Forty-Two Thousand Nine Hundred Ninety Four Dollars and no/100 *** (\$42,949.00 ***) Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 31, 2006 entered into a Contract with Owner for:

**BID NUMBER 60-13JUL06
Micro-Surfacing Application
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 Springfield, Missouri, on this 04th day of August, 2006.



(Contractor)

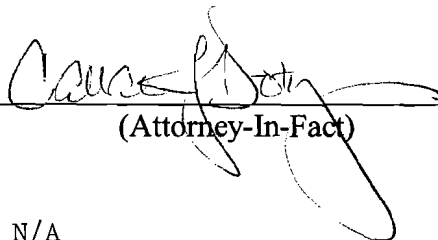
(SEAL)

BY: _____

United Fire & Casualty Company

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact)

BY: N/A

(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Donelson Construction Co., LLC.,
as Principal, hereinafter called Contractor, and United Fire & Casualty Company
P.O. Box 73909, Cedar Rapids, IA. 52407 (319) 399-5700
a corporation organized under the laws of the State of Iowa, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of
Forty-Two Thousand Nine Hundred Forty-Nine
Dollars and no/100 *** (\$42,949.00 ***) DOLLARS

(\$42,949.00 ***), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated July 31, 2006 entered
into a contract with Owner for

BID NUMBER 60-13JUL06
Micro-Surfacing Application
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:

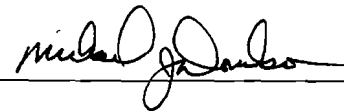
1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the 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 Springfield, MO. on this 04th day of August 20 06.

CONTRACTOR  (SEAL)

BY: _____

SURETY COMPANY United Fire & Casualty Company

BY: 
(Attorney-In-Fact)

BY: N/A

(Missouri Representative)

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

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, JR. OR DE ELDA F ROGERS, OR GENEVA E DUGGER, OR EVERETT W MERRELL, OR GARRY F EMERY, OR BESSIE M LEONARD, OR THOMAS P PERISHO, OR SHARON M BRADLEY, OR PAULA S GOODIN, ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of December, 2005

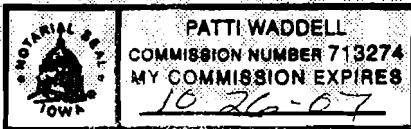


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 21st day of December, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Patti Waddell
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 04th day of August 20 06.



Randy A. Ramlo Secretary

3.5.4. **Award:** Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County.

5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
Bid Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: Donelson Construction Co., LLC
- 4.2. Address: 1075 Wise Hill Road
- 4.3. City/Zip: Clever, MO 65631
- 4.4. Phone Number: 417-743-2694
- 4.5. Fax Number: 417-743-2945
- 4.6. Federal Tax ID: 33-1047955
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

BID FORM

	ROAD LOCATION (See Attached Locations Maps)	Estimated S.Y.
4.7.1.	Winding Trails Drive – New Haven Road to Winding Trail Court	2,150
4.7.2.	Winding Trails Court – Winding Trails Drive to end	1,250
4.7.3.	Meadow Lark Lane – MoDot Ponderosa to MoDot Ponderosa	6,600
4.7.4.	Prairie Circle – Meadow Lark Lane to Meadow Lark Lane	1,720
4.7.5.	Schooner Road – Meadow Lark Lane to Meadow Lark Lane	2,500
4.7.6.	Total Estimated Square Yards	14,220
4.7.7.	Cost per Square Yard:	\$ 2.90
4.7.8.	Total Cost – Micro Surfacing	\$ 41,238.00
4.7.9.	Additional Work – Cost Per Square Yard –	\$ 2.90
*****	*****	
4.7.10.	Scratch Course Repair	340
4.7.11.	Cost per Square Yard:	\$ 2.90
4.7.12.	Total Cost – Scratch Course Repair	\$ 986.00
*****	ADD ALTERNATES – MoDot ROW *****	
4.7.13.	Meadow Lark Lane (x 2)	250
4.7.14.	Cost per Square Yard:	\$ 2.90
4.7.15.	Total Cost – ALTERNATE - Micro Surfacing	\$ 725.00

4.16. Prompt Payment Discount: 0 %; Net — Days

4.17. 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.

4.17.1. Authorized Representative (Sign By Hand):
Michael J. Donelson _____ Date: 7/10/06

4.17.2. Type or Print Signed Name:
Michael J. Donelson _____

STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings 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: Donelson Construction Co., LLC
2. Business address: 1075 Wise Hill Road
Clever, MO 65631
3. When organized: 3/5/03
4. When incorporated: 3/5/03
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:

3
7. If you have done business under different name, please give name and location:
8. Percent (%) of work done by own staff:

100%
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 last four years, including value of each:
Christian Co., MO \$ 200,000⁰⁰ City of Willard, MO 40,000⁰⁰
City of Battlefield, MO 30,000⁰⁰
12. List of projects currently in progress:
* Attach additional sheets as necessary *

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Donelson Construction Co., LLC.

_____ as Principal, hereinafter called the Principal,
and the United Fire & Casualty Company,

of P.O. Box 73909, Cedar Rapids, IA. 52407 (319) 399-5700, a corporation duly organized under
the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Boone County Commission as Obligee, hereinafter called the Obligee,
in the sum of 5% of Bid Amount -----

Dollars (\$ 5% of Bid Amount), 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 Microsurfacing

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

Signed and sealed this 13th day of July, 2006.

David L. Donelson

Witness

Donelson Construction Co., LLC.
Michael J. Donelson (Seal)
Principal
} Managing Member
Title

Shauna Ostendorf

Witness

United Fire & Casualty Company
By Callae J. Doty
Callae J. Doty Attorney-in-Fact

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

NOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, JR. OR DE ELDA F ROGERS, OR GENEVA E DUGGER, OR EVERETT W MERRELL, OR GARRY F EMERY, OR BESSIE M LEONARD, OR THOMAS P PERISHO, OR SHARON M BRADLEY, OR PAULA S GOODIN, ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of December, 2005

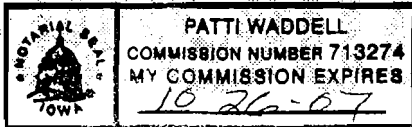


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 21st day of December, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Patti Waddell
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 13th day of July 20 06.



Paul A. [Signature] Secretary

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2006

PRODUCER 4
BARKER PHILLIPS JACKSON INC
 P O BOX 4207
 INGFIELD, MO 65808-4207

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 **CLEVER STONE COMPANY, INC.**
DONELSON CONSTRUCTION CO., LLC.
 1075 WISE HILL ROAD
 CLEVER, MO. 65631
CLES00

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	UNITED FIRE & CAS CO	13021
INSURER B:	BUILDERS ASSOCIATION SIF OF MO	
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	GENERAL LIABILITY	60342186	01/01/2006	01/01/2007	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	60342186	01/01/2006	01/01/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	06WC0885	01/01/2006	12/31/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000

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

REF: #60-13JUL06 MICRO-SURFACING PROJECTS, BOONE COUNTY, MO.

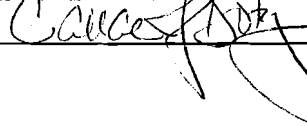
CERTIFICATE HOLDER

BOONE COUNTY COMMISSION
 601 E. WALNUT, ROOM 209
 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



CJD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2006

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DONELSON CONSTRUCTION CO., LLC.
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CLES00

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	UNITED FIRE & CAS CO	13021
INSURER B:	BUILDERS ASSOCIATION SIF OF MO	
INSURER C:		
INSURER D:		
INSURER E:		

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		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	06WC0885	01/01/2006	12/31/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
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		OTHER				E.I. DISEASE - POLICY LIMIT	\$ 100000

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REF: #60-13JUL06 MICRO-SURFACING PROJECTS, BOONE COUNTY, MO.

CERTIFICATE HOLDER

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 COLUMBIA, MO 65201

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AUTHORIZED REPRESENTATIVE

C. J. D.

CJD