

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

day of August

20 06

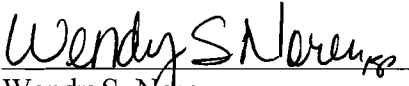
the following, among other proceedings, were had, viz:

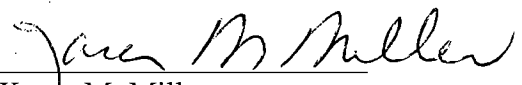
Now on this day the County Commission of the County of Boone does hereby award bid 50-25AUG06 Boone County Courthouse Renovations to Wisch and Vaughn Construction Co., Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 31<sup>st</sup> day of August 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 **Wisch & Vaughn Construction Co., Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 50-25AUG06  
Boone County Courthouse Renovations  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$114,500.00 for a total contract amount of \$114,500.00.

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

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:

**One Hundred Fourteen Thousand Five Hundred Dollars and No Cents (\$114,500.00)**

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 Aug 31 2006 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Wisch & Vaughn Construction Co., Inc.**

Wendy S Noren #10  
Wendy Noren, County Clerk

By: [Signature]  
Authorized Representative Signature

By: JAMES B. WISCH  
Authorized Representative Printed Name

Title: PRESIDENT

Approved as to Legal Form:

[Signature]  
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.)

4000/71201 - \$114,500.00

June Pitchford by KF 8/29/2006  
Signature Date Appropriation Account

**PERFORMANCE BOND**

Bond 674009152

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Wisch & Vaughan Construction Co., Inc.  
P O Box 104388, Jefferson City, MO 65110-4388  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company  
Boston, Massachusetts  
a Corporation, organized under the laws of the State of Massachusetts  
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 \$114,500.00----- 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 Sept 8, 2006 entered into a  
Contract with Owner for:

**BID NUMBER 50-25AUG06**  
**Boone County Courthouse Renovations**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

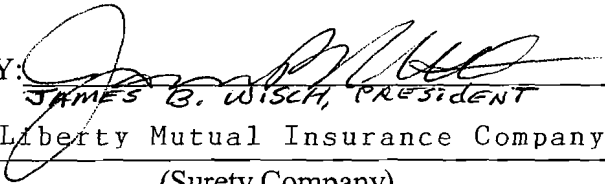
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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


IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 8th day of September, 2006

Wisch & Vaughan Construction Co., Inc.  
(Contractor)

(SEAL)

BY:   
JAMES B. WISCH, PRESIDENT  
Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact)

BY:   
(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, Wisch & Vaughan Construction Co., Inc. P O Box 104388, Jefferson City, MO 65110-4388, as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts, 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

\$114,500.00 ----- DOLLARS

(\$ 114,500.00 ), 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 Sept. 8, 2006 entered into a contract with Owner for

**BID NUMBER 50-25AUG06  
Boone County Courthouse Renovations  
BOONE COUNTY, MISSOURI**

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

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

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

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

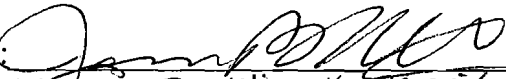
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 8th day of September 2006.

CONTRACTOR Wisch & Vaughan Construction Co., Inc. (SEAL)

BY:   
JAMES B. WISCH, PRESIDENT

SURETY COMPANY Liberty Mutual Insurance Company

BY:   
(Attorney-In-Fact)

BY:   
(Missouri Representative)

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



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint THOMAS S. NAUGHT, RICHARD L. NAUGHT, HARRY D. NAUGHT, TERESA M. STEPHENSON, TIMOTHY P. EASTIN, WILMA J. KEISER, BETHANY NATIONS, ALL OF THE CITY OF COLUMBIA, STATE OF MISSOURI.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY-FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 25,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of July, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

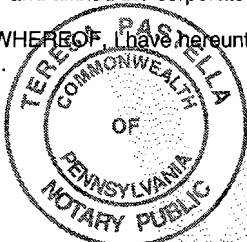
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of July, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of September, 2006.



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CN  
WISCH-1

DATE (MM/DD/YYYY)  
09/08/06

**PRODUCER**  
Winter-Dent & Company  
P.O. Box 1046  
Jefferson City MO 65102-1046  
Phone: 573-634-2122 Fax: 573-636-7500

**INSURED**  
Wisch & Vaughan Construction  
Company, Inc  
P.O. Box 104388  
Jefferson City MO 65110-4388

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Company	13021
INSURER B: Continental Western Insurance	10804
INSURER C: Builders Assc. Self-Insurers	510001
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	X	<b>GENERAL LIABILITY</b>	60329771	12/31/05	12/31/06	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		<b>AUTOMOBILE LIABILITY</b>	60329771	12/31/05	12/31/06	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 type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b>	60329771	12/31/05	12/31/06	EACH OCCURRENCE	\$ 4000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4000000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	06WC0429	01/01/06	12/31/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 100000
						E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
B		Install Floater	CWP239603826	12/31/05	12/31/06	Limit	600000
B		Hired Equipment	CWP239603826	12/31/05	12/31/06	Limit	100000

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

RE: 50-25AUG06 - Boone County Courthouse Renovations. Boone County is included as additional insured under the general liability.

### CERTIFICATE HOLDER

BOONE44

Boone County Purchasing  
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

*Crystal York*

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Boone County Courthouse Renovations**

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

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

### SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the Renovations to the Boone County Courthouse Date: August 3, 2006, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

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

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

### SECTION II

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

### SECTION III

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

**SECTION IV**

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

**SECTION V**

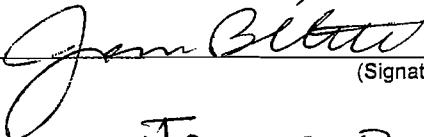
If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

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

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

Firm Name: WISCH AND VAUGHAN CONSTRUCTION CO., INC.

By:

  
(Signature)

JAMES B. WISCH  
(Print or Type Name)

Title:

PRESIDENT

Address:

P.O. Box 104388

City, State, Zip:

JEFFERSON CITY, MO 65110-4388

Phone:

573-893-4880

Fax:

573-893-4312

Date:

AUGUST 25, 2006

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: WISCH AND VAUGHAN CONSTRUCTION CO., INC
2. Business Address: P.O. Box 104388  
JEFFERSON CITY, MISSOURI 65110-4388
3. When Organized: JUNE 1, 1977
4. When Incorporated: JUNE 1, 1977
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:  
29
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 35%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED
12. List of projects currently in progress: SEE ATTACHED

\* Attach additional sheets as necessary \*

# BID FORM

Renovations to the Boone County Courthouse

Project No. 0-25AUG06

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

Base Bid: ONE HUNDRED FOURTEEN  
THOUSAND FIVE HUNDRED DOLLARS (\$114,500<sup>00</sup>).

Note:

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

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

DATE	ADDENDUM NUMBER
<u>AUGUST 9, 2006</u>	<u>ONE (1)</u>
<u>AUGUST 17, 2006</u>	<u>TWO (2)</u>
<u>AUGUST 22, 2006</u>	<u>THREE (3)</u>

COMPANY NAME: WISCH AND VAUGHAN CONST. CO., INC.

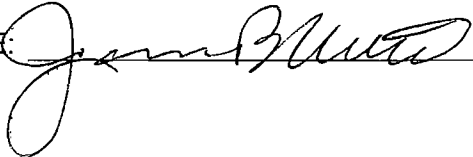
ADDRESS: P.O. Box 104388

CITY, STATE, ZIP: JEFFERSON CITY, MO 65110-4388

PHONE NUMBER: 573-893-4880

AUTHORIZED REPRESENTATIVE: JAMES B. WISCH

TITLE: PRESIDENT

SIGNATURE: 

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF COLE

JAMES B. WISCH, being first duly sworn, deposes and says that he is PRESIDENT  
(Title of Person Signing)

of WISCH AND VAUGHAN CONST. CO., INC.  
(Name of Bidder)

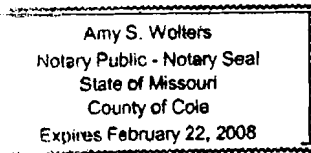
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action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

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

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

Sworn to before me this 25 day of August, 20 06

Amy S. Wolter  
Notary Public



My Commission Expires Feb. 22, 2008



## SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Address of each:

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doing business under the name of:

Address of principal place of business in  
Missouri:

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

WISCH AND VAUGHAN CONST. CO, INC.  
(If a corporation - show its name above)

ATTEST:

Amy Wolter  
(Secretary)

Secretary  
(Title)

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

# BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of COLE

On this 25<sup>TH</sup> day of AUGUST, 20 06

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

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

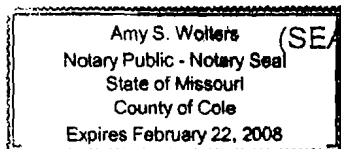
(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the

*[Signature]*  
President or other agent

of WISCH AND VAUGHAN CONST. CO., INC.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Jefferson, City the day and year first above written.



(SEAL) Amy S. Wolters Notary Public

My Commission expires Feb. 22, 20 08.

LIST OF PROJECTS CURRENTLY UNDER CONSTRUCTION,  
INCLUDING COST OF EACH:

<b>Project</b>	<b>Location</b>	<b>Cost</b>
St. Peters School	Jefferson City, MO	\$3,966,609.00
Tipton Middle School	Tipton, MO	\$2,560,000.00
Lincoln University Youth Camp	Jefferson City, MO	\$548,000.00
MU Endoscopy	Columbia	\$905,000.00
Colton's Steak House	Jefferson City, MO	\$700,000.00

LIST OF COMPLETED PROJECTS WITHIN PAST FIVE YEARS,  
INCLUDING COST OF EACH:

Project	Location	Cost
West Truman Partners	Jefferson City, MO	\$2,000,000.00
Hickman High School	Columbia, MO	\$854,000.00
DeLong's	Jefferson City, MO	\$318,300.00
Well House No. 7	Jefferson City, MO	\$ 38,800.00
Cole County Courthouse	Jefferson City, MO	\$ 44,333.00
Missouri Builders	Jefferson City, MO	\$ 55,625.00
Hulston Hall	Columbia, MO	\$ 82,500.00
American Shoe	Lake Ozark, MO	\$ 55,169.15
Immaculate Conception School	Jefferson City, MO	\$231,241.00
Salvation Army Chapel Reno. & New Shelter	Jefferson City, MO	\$1,615,000.00
First Church of God	Jefferson City, MO	\$120,600.00
Al Scheppers Motor Co.	Jefferson City, MO	\$439,370.00
Universal Mechanical	Jefferson City, MO	\$178,600.00
St Joseph Home	Jefferson City, MO	\$135,887.00
LU Ballfield	Jefferson City, MO	\$ 86,500.00
Conservation Employees Credit Union	Jefferson City, MO	\$1,148,633.00
Reid Millard Funeral Home	Jefferson City, MO	\$174,283.00
Meadowlake Acres Country Club	New Bloomfield, MO	\$1,379,800.00
Riley Oldsmobile, Cadilac, Toyota	Jefferson City, MO	\$225,090.00
Gannet Hall	Columbia, MO	\$126,200.00
American Shoe	Columbia, MO	\$ 74,712.00
Bellacinos	Jefferson City, MO	\$ 72,450.00
Convenience Store	Holts Summit, MO	\$392,937.00
Columbia Fire Station #8	Columbia, MO	\$1,118,778.28
US Courts Renovation	Jefferson City, MO	\$ 19,750.00
Central Bank-Fulton	Fulton, MO	\$1,112,903.98
Blind Boone Family Center	Columbia, MO	\$100,381.52
Deer Park C Store	Columbia, MO	\$403,456.41
Arts & Science-MU	Columbia, MO	\$108,010.45
911 Communication Center	Jefferson City, MO	\$131,001.00
H Boone County Fire Station #14	Columbia, MO	\$498,420.00
417 South 5 <sup>th</sup> St. Warehouse	Columbia, MO	\$512,460.00
Missouri American Water	Jefferson City, MO	\$215,908.00
Ag. Building-MU	Columbia, MO	\$252,765.00
Ramada Inn	Jefferson City, MO	\$119,114.00
Capital Region	Jefferson City, MO	\$147,207.00
Bee Seen Signs	Jefferson City, MO	\$ 73,185.00
Lage Cabinet Shop	Jefferson City, MO	\$109,260.00
Dalton Building	Jefferson City, MO	\$824,764.68
Nunn Condo Complex	Jefferson City, MO	\$452,032.00
Knights of Columbus	St. Martins, MO	\$210,395.75
IC Church (Fire Repair)	Owensville, MO	\$ 48,080.00
Tennis Courts - MU	Columbia, MO	\$150,995.00
Telecom North Node - MU	Columbia, MO	\$328,140.96
Duckhead Point Renovations	Lake Ozark, MO	\$182,456.60
Main Post Office	Jefferson City, MO	\$ 92,800.00
West Truman Condo Complex	Jefferson City, MO	\$850,000.00
Sam Cook's Garage	Jefferson City, MO	\$223,299.53
Roly Poly	Jefferson City, Mo	\$ 45,000.00
Osage Beach Library	Osage Beach, MO	\$483,000.00
Fulton Church	Fulton, MO	\$349,310.00

2008

<b>Project</b>	<b>Location</b>	<b>Cost</b>
Lincoln University-Ballfields	Jefferson City, MO	\$112,850.00
Moniteau County R-I School	California, MO	\$420,560.00
Helias High School	Jefferson City, MO	\$825,973.00
California City Hall	California, MO	\$1,845,950.00
Water District No. 1	Jefferson City, MO	\$265,000.00
Ameren UE	Jefferson City, MO	\$302,400.00
Central Bank	Fulton, MO	\$122,000.00
J C High School Press Box	Jefferson City, MO	\$209,000.00
Alphonse J. Schwartze Center	Jefferson City, MO	\$3,870,000.00
Central Bank-Main	Jefferson City, MO	\$925,000.00
Central Bank-Motor	Jefferson City, MO	\$227,000.00
Duckhead Caretaker Residence	Osage Beach, MO	\$520,000.00
Lincoln University President's Office	Jefferson City, MO	\$ 90,000.00
Jefferson City Police Department	Jefferson City, MO	\$110,500.00
California School	California, MO	\$132,800.00
Midwest Litigation	Jefferson City, MO	\$112,900.00

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Wisch & Vaughan Construction Co., Inc. (Here insert full name and address or legal title of Contractor)

P O Box 104388, Jefferson City, Missouri 65110

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)

Boston, Massachusetts

a corporation duly organized under the laws of the State of Massachusetts

as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County Commission (Here insert full name and address or legal title of Owner)

Purchasing Office, 601 E Walnut St, Columbia, Missouri 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Price Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Boone County Courthouse Renovation

705 East Walnut Street

Columbia, Missouri 65201

Project # 50-25AUG06

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 25th day of August, 2006

David C. Candiff (Witness)

Wisch & Vaughan Construction Company, Inc. (Principal) (Seal)

James B. Wisch (Title) PRESIDENT

Barbara A. Henderson (Witness)

Liberty Mutual Insurance Company (Surety) (Seal)

Wilma J. Keiser (Title)

Wilma J. Keiser, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint THOMAS S. NAUGHT, RICHARD L. NAUGHT, HARRY D. NAUGHT, TERESA M. STEPHENSON, TIMOTHY P. EASTIN, WILMA J. KEISER, BETHANY NATIONS, JOE R. BRADSHAW, ALL OF THE CITY OF COLUMBIA, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 25,000,000.00\*\*\*\*\*) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of June, 2006

LIBERTY MUTUAL INSURANCE COMPANY

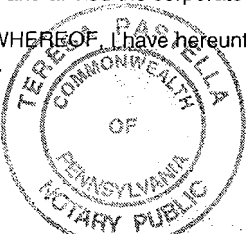
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of June, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of August, 2006



By David M. Carey
David M. Carey, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

day of August

20 06

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

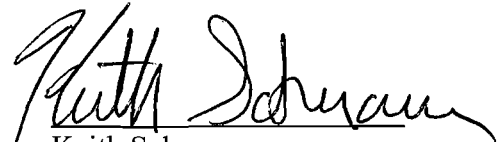
Now on this day the County Commission of the County of Boone does hereby award bid 64-16AUG06 Regulatory Signs Term & Supply to the following vendors. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Category A: Traffic Signs to Rocal, Inc

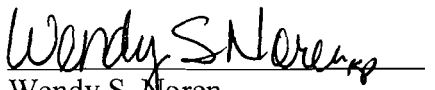
Category B: Baricades, Cones, and markers to Custom Products Corporation

Category C: Sign Posts to J & A Traffic Products

Done this 31<sup>st</sup> day of August 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  
REGULATORY SIGNS TERM AND SUPPLY**

THIS AGREEMENT dated the 31 day of August 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **J & A Traffic Products**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Regulatory Signs, bid number **64-16AUG06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated August 4, 2006 and executed by Jeff Mindham, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with all items in Section 4.10. Category C: Sign Posts.
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 14 to 21 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or

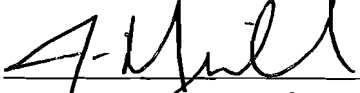
contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

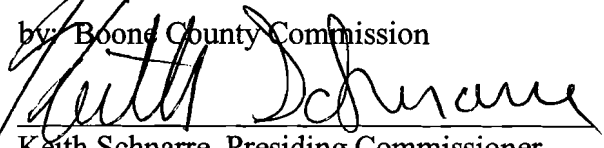
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**J & A TRAFFIC PRODUCTS**

by   
title Vice President


**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

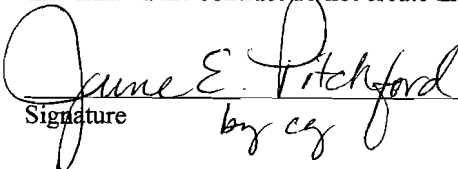
ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040/26600- Term & Supply

  
Signature by cy

8/24/06  
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: J & A TRAFFIC PRODUCTS
- 4.2. Address: 790 W. 40 Hwy
- 4.3. City/Zip: BLUE SPRINGS, MO 64015
- 4.4. Phone Number: 816-220-0450
- 4.5. Fax Number: 816-220-3197
- 4.6. E-Mail Address: Jmindham@aol.com
- 4.7. Federal Tax ID: 75-3067047
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

**PRICING**

4.8.	CATEGORY A: TRAFFIC SIGNS		PRICE PER EACH
4.8.1.	STOP AND YIELD SIGNS:		
4.8.1.1.	Stop 24 Octagonal	R1-1	\$ <u>—</u> /Each
4.8.1.2.	Stop 30 Octagonal	R1-1	\$ <u>—</u> /Each
4.8.1.3.	Yield 36 Triangular	R1-2	\$ <u>—</u> /Each
4.8.1.4.	4-Way 12 X 6	R1-3	\$ <u>—</u> /Each
4.8.1.5.	All Way 18 x 6	R1-4	\$ <u>—</u> /Each
4.8.2.	SPEED LIMIT SIGNS:		
4.8.2.1.	Speed Limit <u>18</u> X 24	R2-1	\$ <u>—</u> /Each
4.8.2.2.	Speed Limit <u>24</u> x 30	R2-1	\$ <u>—</u> /Each
4.8.2.3.	Speed Limit Except Where Posted <u>24</u> X 48	R2-4A	\$ <u>—</u> /Each
4.8.3.	TRAFFIC MOVEMENT & PROHIBITION SIGNS:		
4.8.3.1.	No Turn 24 X 24	R3-4	\$ <u>—</u> /Each
4.8.3.2.	Left Lane Must Turn Left 30 X 30	R3-7L	\$ <u>—</u> /Each
4.8.3.3.	Right Lane Must Turn Right 30 X 30	R3-7R	\$ <u>—</u> /Each
4.8.3.4.	Do Not Enter 30 X 30	R5-1	\$ <u>—</u> /Each
4.8.3.5.	No Trucks (Symbol) 24 X 24	R5-2	\$ <u>—</u> /Each
4.8.3.6.	No Trucks 24 X 18	R5-2P	\$ <u>—</u> /Each
4.8.3.7.	One Way Arrow Left 36 X 12	R6-1L	\$ <u>—</u> /Each
4.8.3.8.	One Way Arrow Right 36 X 12	R6-1R	\$ <u>—</u> /Each
4.8.3.9.	One Way-Left Arrow 18 X 24	R6-2L	\$ <u>—</u> /Each

4.8.3.10	<b>One Way-Right Arrow 18 X 24</b>	<b>R6-2R</b>	\$ -	/Each
4.8.3.11	<b>No Parking 12 X 18</b>	<b>R7-1B</b>	\$ -	/Each
4.8.3.12	<b>No Parking Anytime 12 X 18</b>	<b>R7-1</b>	\$ -	/Each
4.8.3.13	<b>No Parking Here To Corner 12 X 18</b>	<b>R7-11D</b>	\$ -	/Each
4.8.3.14	<b>No Parking Between Signs 12 X 18</b>	<b>R7-12</b>	\$ -	/Each
4.8.3.15	<b>No Parking Time Zone 12 X 18</b>	<b>R7-101D</b>	\$ -	/Each
4.8.3.16	<b>No Dumping Allowed 18 X 24</b>	<b>R10-20</b>	\$ -	/Each
4.8.3.17	<b>Weight Limit _____ Tons 18 X 24</b>	<b>R12-1</b>	\$ -	/Each
4.8.3.18	<b>Weight Limit _____ Tons 24 X 30</b>	<b>R12-1</b>	\$ -	/Each
<b>4.8.4. HORIZONTAL ALIGNMENT SIGNS:</b>				
4.8.4.1.	<b>Curve Arrow Right 30 X 30</b>	<b>W1-1R</b>	\$ -	/Each
4.8.4.2.	<b>Curve Arrow Left 30 X 30</b>	<b>W1-1L</b>	\$ -	/Each
4.8.4.3.	<b>Reverse Turn Right 30 X 30</b>	<b>W1-3R</b>	\$ -	/Each
4.8.4.4.	<b>Reverse Turn Left 30 X 30</b>	<b>W1-3L</b>	\$ -	/Each
4.8.4.5.	<b>Reverse Curve Right 30 X 30</b>	<b>W1-4R</b>	\$ -	/Each
4.8.4.6.	<b>Reverse Curve Left 30 X 30</b>	<b>W1-4L</b>	\$ -	/Each
4.8.4.7.	<b>Winding Road Right 30 X 30</b>	<b>W1-5R</b>	\$ -	/Each
4.8.4.8.	<b>Winding Road Left 30 X 30</b>	<b>W1-5L</b>	\$ -	/Each
4.8.4.9.	<b>Directional Arrow 48 X 24</b>	<b>W1-6</b>	\$ -	/Each
4.8.4.10	<b>Directional Arrow 48 X 24</b>	<b>W1-7</b>	\$ -	/Each
4.8.4.11	<b>Chevron Double Faced 18 X 24</b>	<b>W1-8</b>	\$ -	/Each
4.8.4.12	<b>Chevron Double Faced 24 X 30</b>	<b>W1-8</b>	\$ -	/Each
4.8.4.13	<b>T Symbol 30 X 30</b>	<b>W2-4</b>	\$ -	/Each
4.8.4.14.	<b>Intersection Symbol 30 X 30</b>	<b>W2-1</b>	\$ -	/Each
<b>4.8.5. WARNING SIGNS:</b>				
4.8.5.1.	<b>Road Work Ahead 30 X 30</b>	<b>W20</b>	\$ -	/Each
4.8.5.2.	<b>Road Work Ahead 30 X 30</b>	<b>W21</b>	\$ -	/Each
4.8.5.3.	<b>Road Closed 48 X 30</b>	<b>R11-2</b>	\$ -	/Each
4.8.5.4.	<b>Road Closed to Thru Traffic 60 X 30</b>	<b>R11-4</b>	\$ -	/Each
4.8.5.5.	<b>Fresh Oil 30 X 30</b>	<b>TW21</b>	\$ -	/Each
4.8.5.6.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$ -	/Each
4.8.5.7.	<b>Be Prepared To Stop 30 X 30</b>	<b>W21-SP</b>	\$ -	/Each
4.8.5.8.	<b>Flaggers Ahead 30 X 30</b>	<b>W20-7A</b>	\$ -	/Each
4.8.5.9.	<b>Equestrian Trail Ahead 30 X 30</b>	<b>W11-7</b>	\$ -	/Each
4.8.5.10	<b>Fire Station Ahead 30 X 30</b>	<b>W11-8</b>	\$ -	/Each

4.8.6.	<b>SUPPLEMENTAL WARNING PLAQUE:</b>		
4.8.6.1.	Stop Ahead Placard 24 X 18	W3-1P	\$ <u>        </u> /Each
4.8.6.2.	Yield Ahead Placard 24 X 18	W3-2P	\$ <u>        </u> /Each
4.8.6.3.	Hill 24 X 18	W7-1P	\$ <u>        </u> /Each
4.8.6.4.	School X-ing 24 X 18	S2-1P	\$ <u>        </u> /Each
4.8.6.5.	Time Zone Placard 24 X 10	S4-1	\$ <u>        </u> /Each
4.8.6.6.	Speed Placard 18 X 18	W13-1	\$ <u>        </u> /Each
4.8.6.7.	Speed Advisory Placard 18 X 18	W13-6-1	\$ <u>        </u> /Each
4.8.6.8.	Intersection Ahead Placard 24 X 18		\$ <u>        </u> /Each
4.8.6.9.	Dangerous Hill Ahead 24 X 18		\$ <u>        </u> /Each
4.8.6.10	Equestrian X-ing Ahead Placard 24 X 18	W11-7P	\$ <u>        </u> /Each
4.8.6.11	Fire Station Ahead Placard 24 X 18	W11-8P	\$ <u>        </u> /Each
4.8.7.	<b>INTERSECTION WARNING SIGNS:</b>		
4.8.7.1.	Intersection Signs 30 X 30	W2	\$ <u>        </u> /Each
4.8.8.	<b>STOP AHEAD &amp; YIELD SIGNS:</b>		
4.8.8.1.	Stop Ahead 30 X 30	W3-1A	\$ <u>        </u> /Each
4.8.8.2.	Yield Ahead 30 X 30	W3-2A	\$ <u>        </u> /Each
4.8.9.	<b>BUMP SIGN:</b>		
4.8.9.1.	Bump 30 X 30	W8-1	\$ <u>        </u> /Each
4.8.10.	<b>DEAD END or NO OUTLET SIGNS:</b>		
4.8.10.1	Dead End 24 X 24	W14-1	\$ <u>        </u> /Each
4.8.10.2	Dead End 30 X 30	W14-1	\$ <u>        </u> /Each
4.8.10.2	No Outlet 30 X30	W14-2	\$ <u>        </u> /Each
4.8.11.	<b>OTHER WARNING SIGNS:</b>		
4.8.11.1	Railroad Crossing 30" Diameter	W10-1	\$ <u>        </u> /Each
4.8.11.2	Hazard Marker Double Faced 12 X 36	H-1	\$ <u>        </u> /Each
4.8.11.3	Caution 30 X 30	N17	\$ <u>        </u> /Each
4.8.11.4	Designates School Crossing 30 X 30	S2-1	\$ <u>        </u> /Each
4.8.11.5	Detour Directional Arrow 48 X 18	M4	\$ <u>        </u> /Each
4.8.11.6	Watch Children 30 X 30	W9-13	\$ <u>        </u> /Each
4.8.11.7	Mowers Ahead 36 X 36	W21-3A-A36	\$ <u>        </u> /Each
4.8.11.8	Mowers Ahead 36 X 36 Fold & Roll Collapsible Sign Panel w/Base		\$ <u>        </u> /Each
4.8.12.	<b>FLOOD WARNING SIGNS:</b>		
4.8.12.1	Do Not Enter When Flooded 30 X 30		\$ <u>        </u> /Each
4.8.12.2	Impassable During High Water 30 X 30		\$ <u>        </u> /Each

4.8.12.3	Flood Area Ahead 30 X 30	\$	-	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>			
4.8.13.1.	Adopt-a-Road (White on Olympic Blue) 36 X 24	\$	-	/Each
<b>CATEGORY B:</b>				
<b>4.9.</b>	<b>BARRICADES, CONES, MARKERS</b>	<b>PRICE PER EACH</b>		
4.9.1.	<b>BARRICADES:</b>			
4.9.1.1.	Type II Double Sided / Engineer Grade	\$	52.60	/Each
4.9.1.2.	Type III Double Sided / Engineer Grade	\$	298.00	/Each
4.9.1.3.	Type A Flashers	\$	20.15	/Each
4.9.2.	<b>TRAFFIC CONES:</b>			
4.9.2.1.	Bright Orange 28" w/ 6" & 4" Reflective Collar	\$	15.75	/Each
4.9.3.	<b>MARKERS:</b>			
4.9.3.1.	Road Marker (White) 3"x6"x62" both sides CRM-375	\$	15.75	/Each
4.9.3.2.	End of Road Marker EOR-18RR	\$	27.50	/Each
4.9.3.3.	Temporary Chip Seal / Overlay Marker (Yellow)	\$	.52	/Each
<b>4.10.</b>	<b>CATEGORY C: SIGN POSTS</b>	<b>PRICE PER EACH</b>		
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>			
4.10.1.1.	Sign Post: U-Channel 8-foot long	\$	11.60	/Each
4.10.1.2.	Sign Post: U-Channel 10-foot long	\$	14.50	/Each
4.10.1.3.	Sign Post: U-Channel 12-foot long	\$	17.40	/Each
4.10.1.4.	Sign Post Uni-Strut Telespar 10-foot long	\$	15.00	/Each
4.10.1.5.	Sign Post: Uni-Strut Telespar 2-piece break-away	\$	13.20	/Each
4.10.1.6.	Drive Rivet	\$	.55	/Each
4.10.1.7.	Plastic Spacer	\$	.25	/Each
4.10.1.8.	Cherry Mate Rivet	\$	.45	/Each
4.10.1.9.	Sign Post: Uni-Strut Rain Cap	\$	1.25	/Each
4.10.1.10.	Corner Bolt w/ Nut	\$	.50	/Each
4.10.1.11.	MD Solutions Bracket Part #120UCF090 (90 Degrees)	\$	14.50	/Each
4.10.1.12.	MD Solutions Bracket Part #120UCF180 (180 Degrees)	\$	14.50	/Each
4.10.1.13.	MD Solutions Bracket Part #120CPF090	\$	14.50	/Each

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. 2 % 2<sup>nd</sup> Year

4.11.2. 4 % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand): *A. M. Smith*

4.12.2. Type or Print Signed Name: Jeff Mindham

4.12.3. Today's Date: 8-4-06

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

4.14. Please Describe Warranty:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.15. Please Describe On-Line Order Capability:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.16. Delivery ARO: 14-21 days



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

## ***Request for Bid (RFB)***

**Heather Turner, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

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### **Bid Data**

Bid Number: **64-16AUG06**  
Commodity Title: **Regulatory Signs Term & Supply**

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

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

Day / Date: **WEDNESDAY, AUGUST 16, 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 209  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> 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: **WEDNESDAY, AUGUST 16, 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](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entities' contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through July 31, 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** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through July 31, 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. **QUANTITY** – Orders will be made on an “as needed basis” and with the issuance of an approved County Purchase Order. Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
  - 2.5.2. All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.5.3. All lettering and backing materials for section 4.8. on the Response Page must be equal to that of Engineer Grade Reflective produced by the 3M Company.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **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.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.8.1. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi. minimum. Finish shall be a baked green enamel paint.
  - 2.8.2. **Unit-Strut Post Shape:** The cross section of the post shall be square tube formed of 14 gauge steel material, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

- 2.8.3. **Uni-Strut Telespar Post and 2-Piece Break-Away Material and Finish:** Post size shall be 1 ¼"x 1 ¼" square and anchor shall be 2"x 2"square x 3' in length. The post and break-away shall be manufactured from hot-dipped galvanized steel conforming to ASTM designation A653, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operations. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post and anchor shall be galvanized.
- 2.8.4. **U-Channel and Uni-Strut Telespar Post / 2-Piece Break-Away Hole Spacing:** Manufactured with perforated holes 7/16 + or - 1/64 inches in diameter on 1-inch centers on all four (4) sides down the entire length of the post. Holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.
- 2.8.5. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - ¼".
- 2.8.6. **Telescoping Properties:** The finished post and anchor shall be straight and have a smooth, uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than 10 feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs and ends shall be cut square.
- 2.8.7. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be constructed of aluminum extruded panels that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be Doubled-Sided, Engineer Grade, Reflective Markings to direct traffic either right or left of barricades.
- 2.8.8. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" Engineer Grade reflective collar at top and just below a 4" collar; non-weighted base.
- 2.8.9. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum with Engineer Grade sheeting and reflective lettering. MUTCD numbers are supplied in Section used to assist in the proper identification
- 2.8.10. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment A, included herein.
- 2.9. **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.
- 2.10. **DELIVERY** - FOB Destination - Delivery to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11. **DESIGNEE** - Boone County Public Works Department, Elaine Goodwin, 5551 Highway 63 South, Columbia, Missouri 65201. Telephone: (573) 449-8515, extension 224. E-mail: egoodwin@boonecountymo.org.
- 2.12. **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.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request. Primary method of ordering shall be by fax.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

**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](http://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. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

**PRICING**

<b>4.8.</b>	<b>CATEGORY A: TRAFFIC SIGNS</b>	<b>PRICE PER EACH</b>
4.8.1.	<b>STOP AND YIELD SIGNS:</b>	
4.8.1.1.	<b>Stop 24 Octagonal R1-1</b>	\$ /Each
4.8.1.2.	<b>Stop 30 Octagonal R1-1</b>	\$ /Each
4.8.1.3.	<b>Yield 36 Triangular R1-2</b>	\$ /Each
4.8.1.4.	<b>4-Way 12 X 6 R1-3</b>	\$ /Each
4.8.1.5.	<b>All Way 18 x 6 R1-4</b>	\$ /Each
4.8.2.	<b>SPEED LIMIT SIGNS:</b>	
4.8.2.1.	<b>Speed Limit 18 X 24 R2-1</b>	\$ /Each
4.8.2.2.	<b>Speed Limit 24 x 30 R2-1</b>	\$ /Each
4.8.2.3.	<b>Speed Limit Except Where Posted 24 X 48 R2-4A</b>	\$ /Each
4.8.3.	<b>TRAFFIC MOVEMENT &amp; PROHIBITION SIGNS:</b>	
4.8.3.1.	<b>No Turn 24 X 24 R3-4</b>	\$ /Each
4.8.3.2.	<b>Left Lane Must Turn Left 30 X 30 R3-7L</b>	\$ /Each
4.8.3.3.	<b>Right Lane Must Turn Right 30 X 30 R3-7R</b>	\$ /Each
4.8.3.4.	<b>Do Not Enter 30 X 30 R5-1</b>	\$ /Each
4.8.3.5.	<b>No Trucks (Symbol) 24 X 24 R5-2</b>	\$ /Each
4.8.3.6.	<b>No Trucks 24 X 18 R5-2P</b>	\$ /Each
4.8.3.7.	<b>One Way Arrow Left 36 X 12 R6-1L</b>	\$ /Each
4.8.3.8.	<b>One Way Arrow Right 36 X 12 R6-1R</b>	\$ /Each
4.8.3.9.	<b>One Way-Left Arrow 18 X 24 R6-2L</b>	\$ /Each

4.8.3.10	<b>One Way-Right Arrow 18 X 24</b>	<b>R6-2R</b>	\$	/Each
4.8.3.11	<b>No Parking 12 X 18</b>	<b>R7-1B</b>	\$	/Each
4.8.3.12	<b>No Parking Anytime 12 X 18</b>	<b>R7-1</b>	\$	/Each
4.8.3.13	<b>No Parking Here To Corner 12 X 18</b>	<b>R7-11D</b>	\$	/Each
4.8.3.14	<b>No Parking Between Signs 12 X 18</b>	<b>R7-12</b>	\$	/Each
4.8.3.15	<b>No Parking Time Zone 12 X 18</b>	<b>R7-101D</b>	\$	/Each
4.8.3.16	<b>No Dumping Allowed 18 X 24</b>	<b>R10-20</b>	\$	/Each
4.8.3.17	<b>Weight Limit Tons 18 X 24</b>	<b>R12-1</b>	\$	/Each
4.8.3.18	<b>Weight Limit Tons 24 X 30</b>	<b>R12-1</b>	\$	/Each

**4.8.4. HORIZONTAL ALIGNMENT SIGNS:**

4.8.4.1.	<b>Curve Arrow Right 30 X 30</b>	<b>W1-1R</b>	\$	/Each
4.8.4.2.	<b>Curve Arrow Left 30 X 30</b>	<b>W1-1L</b>	\$	/Each
4.8.4.3.	<b>Reverse Turn Right 30 X 30</b>	<b>W1-3R</b>	\$	/Each
4.8.4.4.	<b>Reverse Turn Left 30 X 30</b>	<b>W1-3L</b>	\$	/Each
4.8.4.5.	<b>Reverse Curve Right 30 X 30</b>	<b>W1-4R</b>	\$	/Each
4.8.4.6.	<b>Reverse Curve Left 30 X 30</b>	<b>W1-4L</b>	\$	/Each
4.8.4.7.	<b>Winding Road Right 30 X 30</b>	<b>W1-5R</b>	\$	/Each
4.8.4.8.	<b>Winding Road Left 30 X 30</b>	<b>W1-5L</b>	\$	/Each
4.8.4.9.	<b>Directional Arrow 48 X 24</b>	<b>W1-6</b>	\$	/Each
4.8.4.10	<b>Directional Arrow 48 X 24</b>	<b>W1-7</b>	\$	/Each
4.8.4.11	<b>Chevron Double Faced 18 X 24</b>	<b>W1-8</b>	\$	/Each
4.8.4.12	<b>Chevron Double Faced 24 X 30</b>	<b>W1-8</b>	\$	/Each
4.8.4.13	<b>T Symbol 30 X 30</b>	<b>W2-4</b>	\$	/Each
4.8.4.14.	<b>Intersection Symbol 30 X 30</b>	<b>W2-1</b>	\$	/Each

**4.8.5. WARNING SIGNS:**

4.8.5.1.	<b>Road Work Ahead 30 X 30</b>	<b>W20</b>	\$	/Each
4.8.5.2.	<b>Road Work Ahead 30 X 30</b>	<b>W21</b>	\$	/Each
4.8.5.3.	<b>Road Closed 48 X 30</b>	<b>R11-2</b>	\$	/Each
4.8.5.4.	<b>Road Closed to Thru Traffic 60 X 30</b>	<b>R11-4</b>	\$	/Each
4.8.5.5.	<b>Fresh Oil 30 X 30</b>	<b>TW21</b>	\$	/Each
4.8.5.6.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$	/Each
4.8.5.7.	<b>Be Prepared To Stop 30 X 30</b>	<b>W21-SP</b>	\$	/Each
4.8.5.8.	<b>Flagger Ahead 30 X 30</b>	<b>W20-7A</b>	\$	/Each
4.8.5.9.	<b>Equestrian Trail Ahead 30 X 30</b>	<b>W11-7</b>	\$	/Each
4.8.5.10	<b>Fire Station Ahead 30 X 30</b>	<b>W11-8</b>	\$	/Each

4.8.6.	<b>SUPPLEMENTAL WARNING PLAQUE:</b>		
4.8.6.1.	<b>Stop Ahead Placard 24 X 18</b>	<b>W3-1P</b>	\$ /Each
4.8.6.2.	<b>Yield Ahead Placard 24 X 18</b>	<b>W3-2P</b>	\$ /Each
4.8.6.3.	<b>Hill 24 X 18</b>	<b>W7-1P</b>	\$ /Each
4.8.6.4.	<b>School X-ing 24 X 18</b>	<b>S2-1P</b>	\$ /Each
4.8.6.5.	<b>Time Zone Placard 24 X 10</b>	<b>S4-1</b>	\$ /Each
4.8.6.6.	<b>Speed Placard 18 X 18</b>	<b>W13-1</b>	\$ /Each
4.8.6.7.	<b>Speed Advisory Placard 18 X 18</b>	<b>W13-6-1</b>	\$ /Each
4.8.6.8.	<b>Intersection Ahead Placard 24 X 18</b>		\$ /Each
4.8.6.9.	<b>Dangerous Hill Ahead 24 X 18</b>		\$ /Each
4.8.6.10	<b>Equestrian X-ing Ahead Placard 24 X 18</b>	<b>W11-7P</b>	\$ /Each
4.8.6.11	<b>Fire Station Ahead Placard 24 X 18</b>	<b>W11-8P</b>	\$ /Each
4.8.7.	<b>INTERSECTION WARNING SIGNS:</b>		
4.8.7.1.	<b>Intersection Signs 30 X 30</b>	<b>W2</b>	\$ /Each
4.8.8.	<b>STOP AHEAD &amp; YIELD SIGNS:</b>		
4.8.8.1.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$ /Each
4.8.8.2.	<b>Yield Ahead 30 X 30</b>	<b>W3-2A</b>	\$ /Each
4.8.9.	<b>BUMP SIGN:</b>		
4.8.9.1.	<b>Bump 30 X 30</b>	<b>W8-1</b>	\$ /Each
4.8.10.	<b>DEAD END or NO OUTLET SIGNS:</b>		
4.8.10.1	<b>Dead End 24 X 24</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>Dead End 30 X 30</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>No Outlet 30 X30</b>	<b>W14-2</b>	\$ /Each
4.8.11.	<b>OTHER WARNING SIGNS:</b>		
4.8.11.1	<b>Railroad Crossing 30" Diameter</b>	<b>W10-1</b>	\$ /Each
4.8.11.2	<b>Hazard Marker Double Faced 12 X 36</b>	<b>H-1</b>	\$ /Each
4.8.11.3	<b>Caution 30 X 30</b>	<b>N17</b>	\$ /Each
4.8.11.4	<b>Designates School Crossing 30 X 30</b>	<b>S2-1</b>	\$ /Each
4.8.11.5	<b>Detour Directional Arrow 48 X 18</b>	<b>M4</b>	\$ /Each
4.8.11.6	<b>Watch Children 30 X 30</b>	<b>W9-13</b>	\$ /Each
4.8.11.7	<b>Mowers Ahead 36 X 36</b>	<b>W21-3A-A36</b>	\$ /Each
4.8.11.8	<b>Mowers Ahead 36 X 36 Fold &amp; Roll Collapsible Sign Panel w/Base</b>		\$ /Each
4.8.12.	<b>FLOOD WARNING SIGNS:</b>		
4.8.12.1	<b>Do Not Enter When Flooded 30 X 30</b>		\$ /Each
4.8.12.2	<b>Impassable During High Water 30 X 30</b>		\$ /Each

4.8.12.3	<b>Flood Area Ahead 30 X 30</b>	\$	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>		
4.8.13.1.	<b>Adopt-a-Road (White on Olympic Blue) 36 X 24</b>	\$	/Each
	<b>CATEGORY B:</b>		
<b>4.9.</b>	<b>BARRICADES, CONES, MARKERS</b>		<b>PRICE PER EACH</b>
4.9.1.	<b>BARRICADES:</b>		
4.9.1.1.	<b>Type II Double Sided / Engineer Grade</b>	\$	/Each
4.9.1.2.	<b>Type III Double Sided / Engineer Grade</b>	\$	/Each
4.9.1.3.	<b>Type A Flashers</b>	\$	/Each
4.9.2.	<b>TRAFFIC CONES:</b>		
4.9.2.1.	<b>Bright Orange 28" w/ 6" &amp; 4" Reflective Collar</b>	\$	/Each
4.9.3.	<b>MARKERS:</b>		
4.9.3.1.	<b>Road Marker (White) 3"x6"x62" both sides CRM-375</b>	\$	/Each
4.9.3.2.	<b>End of Road Marker EOR-18RR</b>	\$	/Each
4.9.3.3.	<b>Temporary Chip Seal / Overlay Marker (Yellow)</b>	\$	/Each
<b>4.10.</b>	<b>CATEGORY C: SIGN POSTS</b>		<b>PRICE PER EACH</b>
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>		
4.10.1.1.	<b>Sign Post: U-Channel 8-foot long</b>	\$	/Each
4.10.1.2.	<b>Sign Post: U-Channel 10-foot long</b>	\$	/Each
4.10.1.3.	<b>Sign Post: U-Channel 12-foot long</b>	\$	/Each
4.10.1.4.	<b>Sign Post Uni-Strut Telespar 10-foot long</b>	\$	/Each
4.10.1.5.	<b>Sign Post: Uni-Strut Telespar 2-piece break-away</b>	\$	/Each
4.10.1.6.	<b>Drive Rivet</b>	\$	/Each
4.10.1.7.	<b>Plastic Spacer</b>	\$	/Each
4.10.1.8.	<b>Cherry Mate Rivet</b>	\$	/Each
4.10.1.9.	<b>Sign Post: Uni-Strut Rain Cap</b>	\$	/Each
4.10.1.10.	<b>Corner Bolt w/ Nut</b>	\$	/Each
4.10.1.11.	<b>MD Solutions Bracket Part #120UCF090 (90 Degrees)</b>	\$	/Each
4.10.1.12.	<b>MD Solutions Bracket Part #120UCF180 (180 Degrees)</b>	\$	/Each
4.10.1.13.	<b>MD Solutions Bracket Part #120CPF090</b>	\$	/Each



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4.11. Maximum Percentage Increase for Renewal Periods

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4.11.1. \_\_\_\_\_ % 2<sup>nd</sup> Year

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4.11.2. \_\_\_\_\_ % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Type or Print Signed Name: \_\_\_\_\_  
\_\_\_\_\_

4.12.3. Today's Date: \_\_\_\_\_

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

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

4.14. Please Describe Warranty:

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

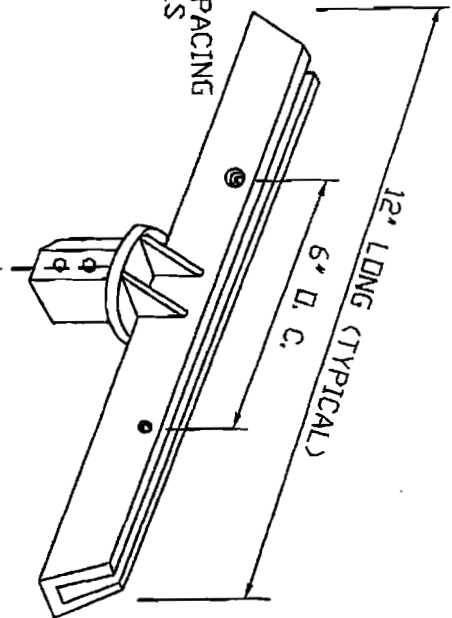
4.15. Please Describe On-Line Order Capability:

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

4.16. Delivery ARO: \_\_\_\_\_ days

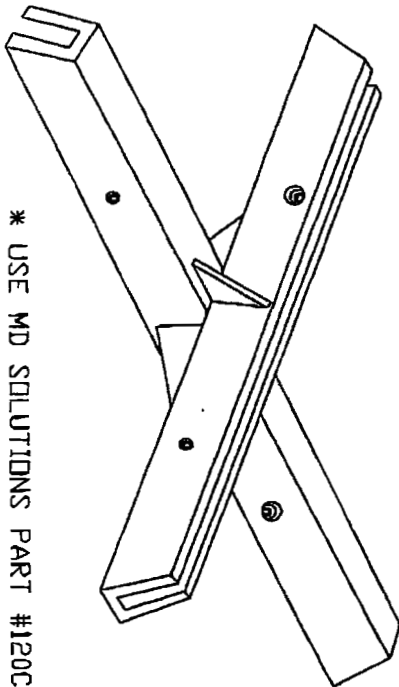
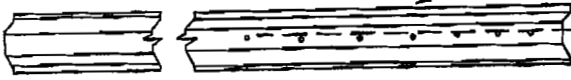
**ATTACHMENT A  
BRACKETS**

**NOTE:**  
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL

\* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)  
\* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



\* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL



## 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

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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

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**“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: 64-16AUG06 Regulatory Signs Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

**PURCHASE AGREEMENT FOR  
REGULATORY SIGNS TERM AND SUPPLY**

**THIS AGREEMENT** dated the 31 day of August 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Custom Products Corporation**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Regulatory Signs, bid number **64-16AUG06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated August 9, 2006 and executed by Heidi McGee, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with all items in Section 4.9. Category B: Barricades, Cones, Markers.
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 15 to 25 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or

contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**CUSTOM PRODUCTS CORPORATION**

by Hedi McGee  
title Bid manager

**BOONE COUNTY, MISSOURI**

by Boone County Commission  
Keith Schnarre  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S Noren  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

2040/26600- Term & Supply

Jane E. Pitchford  
Signature by ccf

8/24/06  
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Custom Products Corporation
- 4.2. Address: P.O. Box 54091
- 4.3. City/Zip: Jackson, MS 39288
- 4.4. Phone Number: 800 367 1492
- 4.5. Fax Number: 800 206 3444
- 4.6. E-Mail Address: Heidi@cpcsigns.com
- 4.7. Federal Tax ID: 64-0701635
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

PRICING

4.8.	CATEGORY A: TRAFFIC SIGNS	PRICE PER EACH
4.8.1.	STOP AND YIELD SIGNS:	
4.8.1.1.	Stop 24 Octagonal R1-1	\$ 14.06 /Each
4.8.1.2.	Stop 30 Octagonal R1-1	\$ 21.01 /Each
4.8.1.3.	Yield 36 Triangular R1-2	\$ 14.35 /Each
4.8.1.4.	4-Way 12 X 6 R1-3	\$ 2.60 /Each
4.8.1.5.	All Way 18 x 6 R1-4	\$ 3.91 /Each
4.8.2.	SPEED LIMIT SIGNS:	
4.8.2.1.	Speed Limit 18 X 24 R2-1	\$ 10.79 /Each
4.8.2.2.	Speed Limit 24 x 30 R2-1	\$ 17.92 /Each
4.8.2.3.	Speed Limit Except Where Posted 24 X 48 R2-4A	\$ 28.78 /Each
4.8.3.	TRAFFIC MOVEMENT & PROHIBITION SIGNS:	
4.8.3.1.	No Turn 24 X 24 R3-4	\$ 15.56 /Each
4.8.3.2.	Left Lane Must Turn Left 30 X 30 R3-7L	\$ 21.70 /Each
4.8.3.3.	Right Lane Must Turn Right 30 X 30 R3-7R	\$ 21.70 /Each
4.8.3.4.	Do Not Enter 30 X 30 R5-1	\$ 21.70 /Each
4.8.3.5.	No Trucks (Symbol) 24 X 24 R5-2	\$ 15.56 /Each
4.8.3.6.	No Trucks 24 X 18 R5-2P	\$ 10.79 /Each
4.8.3.7.	One Way Arrow Left 36 X 12 R6-1L	\$ 10.79 /Each
4.8.3.8.	One Way Arrow Right 36 X 12 R6-1R	\$ 10.79 /Each
4.8.3.9.	One Way-Left Arrow 18 X 24 R6-2L	\$ 10.79 /Each

4.8.3.10	One Way-Right Arrow 18 X 24	R6-2R	\$ 10.79	/Each
4.8.3.11	No Parking 12 X 18	R7-1B	\$ 5.83	/Each
4.8.3.12	No Parking Anytime 12 X 18	R7-1	\$ 5.83	/Each
4.8.3.13	No Parking Here To Corner 12 X 18	R7-11D	\$ 5.83	/Each
4.8.3.14	No Parking Between Signs 12 X 18	R7-12	\$ 5.83	/Each
4.8.3.15	No Parking Time Zone 12 X 18	R7-101D	\$ 6.83	/Each
4.8.3.16	No Dumping Allowed 18 X 24	R10-20	\$ 10.79	/Each
4.8.3.17	Weight Limit Tons 18 X 24	R12-1	\$ 11.96	/Each
4.8.3.18	Weight Limit Tons 24 X 30	R12-1	\$ 18.89	/Each

4.8.4. HORIZONTAL ALIGNMENT SIGNS:

4.8.4.1.	Curve Arrow Right 30 X 30	W1-1R	\$ 21.70	/Each
4.8.4.2.	Curve Arrow Left 30 X 30	W1-1L	\$ 21.70	/Each
4.8.4.3.	Reverse Turn Right 30 X 30	W1-3R	\$ 21.70	/Each
4.8.4.4.	Reverse Turn Left 30 X 30	W1-3L	\$ 21.70	/Each
4.8.4.5.	Reverse Curve Right 30 X 30	W1-4R	\$ 21.70	/Each
4.8.4.6.	Reverse Curve Left 30 X 30	W1-4L	\$ 21.70	/Each
4.8.4.7.	Winding Road Right 30 X 30	W1-5R	\$ 21.70	/Each
4.8.4.8.	Winding Road Left 30 X 30	W1-5L	\$ 21.70	/Each
4.8.4.9.	Directional Arrow 48 X 24	W1-6	\$ 27.78	/Each
4.8.4.10	Directional Arrow 48 X 24	W1-7	\$ 27.78	/Each
4.8.4.11	Chevron Double Faced 18 X 24	W1-8 *	\$ 18.88	/Each
4.8.4.12	Chevron Double Faced 24 X 30	W1-8 *	\$ 31.36	/Each
4.8.4.13	T Symbol 30 X 30	W2-4	\$ 21.70	/Each
4.8.4.14.	Intersection Symbol 30 X 30	W2-1	\$ 21.70	/Each

4.8.5. WARNING SIGNS:

4.8.5.1.	Road Work Ahead 30 X 30	W20	\$ 21.70	/Each
4.8.5.2.	Road Work Ahead 30 X 30	W21	\$ 21.70	/Each
4.8.5.3.	Road Closed 48 X 30	R11-2	\$ 34.44	/Each
4.8.5.4.	Road Closed to Thru Traffic 60 X 30	R11-4	\$ 42.88	/Each
4.8.5.5.	Fresh Oil 30 X 30	TW21	\$ 21.70	/Each
4.8.5.6.	Stop Ahead 30 X 30	W3-1A	\$ 25.61	/Each
4.8.5.7.	Be Prepared To Stop 30 X 30	W21-SP	\$ 21.70	/Each
4.8.5.8.	Flagger Ahead 30 X 30	W20-7A	\$ 21.70	/Each
4.8.5.9.	Equestrian Trail Ahead 30 X 30	W11-7	\$ 21.70	/Each
4.8.5.10	Fire Station Ahead 30 X 30	W11-8	\$ 21.70	/Each



4.8.6. SUPPLEMENTAL WARNING PLAQUE:

4.8.6.1.	Stop Ahead Placard 24 X 18	W3-1P	\$10.79	/Each
4.8.6.2.	Yield Ahead Placard 24 X 18	W3-2P	\$10.79	/Each
4.8.6.3.	Hill 24 X 18	W7-1P	\$10.79	/Each
4.8.6.4.	School X-ing 24 X 18	S2-1P	\$10.79	/Each
4.8.6.5.	Time Zone Placard 24 X 10	S4-1	HM \$7.49	/Each
4.8.6.6.	Speed Placard 18 X 18	W13-1	\$8.72	/Each
4.8.6.7.	Speed Advisory Placard 18 X 18	W13-6-1	\$8.72	/Each
4.8.6.8.	Intersection Ahead Placard 24 X 18		\$11.79	/Each
4.8.6.9.	Dangerous Hill Ahead 24 X 18		\$11.79	/Each
4.8.6.10	Equestrian X-ing Ahead Placard 24 X 18	W11-7P	\$10.99	/Each
4.8.6.11	Fire Station Ahead Placard 24 X 18	W11-8P	\$10.79	/Each

4.8.7. INTERSECTION WARNING SIGNS:

4.8.7.1.	Intersection Signs 30 X 30	W2	\$21.70	/Each
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4.8.8. STOP AHEAD & YIELD SIGNS:

4.8.8.1.	Stop Ahead 30 X 30	W3-1A	\$25.61	/Each
4.8.8.2.	Yield Ahead 30 X 30	W3-2A	\$25.61	/Each

4.8.9. BUMP SIGN:

4.8.9.1.	Bump 30 X 30	W8-1	\$21.70	/Each
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4.8.10. DEAD END or NO OUTLET SIGNS:

4.8.10.1	Dead End 24 X 24	W14-1	\$14.39	/Each
4.8.10.2	Dead End 30 X 30	W14-1	\$21.70	/Each
4.8.10.2	No Outlet 30 X30	W14-2	\$21.70	/Each

4.8.11. OTHER WARNING SIGNS:

4.8.11.1	Railroad Crossing 30" Diameter	W10-1	\$21.70	/Each
4.8.11.2	Hazard Marker Double Faced 12 X 36	H-1	* \$18.88	/Each
4.8.11.3	Caution 30 X 30	N17	\$21.70	/Each
4.8.11.4	Designates School Crossing 30 X 30	S2-1	\$21.70	/Each
4.8.11.5	Detour Directional Arrow 48 X 18	M4	\$20.83	/Each
4.8.11.6	Watch Children 30 X 30	W9-13	\$21.70	/Each
4.8.11.7	Mowers Ahead 36 X 36	W21-3A-A36	\$31.00	/Each
4.8.11.8	Mowers Ahead 36 X 36 Fold & Roll Collapsible Sign Panel w/Base Quoting Sign & Road Stand		\$142.67	/Each

4.8.12. FLOOD WARNING SIGNS:

4.8.12.1	Do Not Enter When Flooded 30 X 30		\$22.70	/Each
4.8.12.2	Impassable During High Water 30 X 30		\$22.70	/Each

4.8.12.3	Flood Area Ahead 30 X 30	\$22.70	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>		
8.13.1.	Adopt-a-Road (White on Olympic Blue) 36 X 24	\$21.83	/Each
<b>CATEGORY B:</b>			
4.9.	<b>BARRICADES, CONES, MARKERS</b>	<b>PRICE PER EACH</b>	
4.9.1.	<b>BARRICADES:</b>		
4.9.1.1.	Type II Double Sided / Engineer Graders RSP224EP *	\$39.24	/Each
4.9.1.2.	Type III Double Sided / Engineer Grade *	\$242.21	/Each
4.9.1.3.	Type A Flashers	\$14.10	/Each
4.9.2.	<b>TRAFFIC CONES:</b>		
4.9.2.1.	Bright Orange 28" w/ 6" & 4" Reflective Collar	\$16.12	/Each
4.9.3.	<b>MARKERS:</b>		
4.9.3.1.	Road Marker (White) 3"x6"x62" RPOFD06WHH4312 both sides CRM-375 *	\$16.89	/Each
4.9.3.2.	End of Road Marker S18180M43EA EOR-18RR	\$8.72	/Each
4.9.3.3.	Temporary Chip Seal / Overlay Marker (Yellow) RPMCY2	\$ .63	/Each
4.10.	<b>CATEGORY C: SIGN POSTS</b>	<b>PRICE PER EACH</b>	
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>		
4.10.1.1.	Sign Post: U-Channel 8-foot long RPOCP082	\$10.29	/Each
4.10.1.2.	Sign Post: U-Channel 10-foot long RPOCP102	\$12.86	/Each
4.10.1.3.	Sign Post: U-Channel 12-foot long RPOCP122	\$15.43	/Each
4.10.1.4.	Sign Post Uni-Strut Telespar 10-foot long RPOS61014175	\$20.48	/Each
4.10.1.5.	Sign Post: Uni-Strut Telespar 2-piece break-away RPOS603122	\$11.00	/Each
4.10.1.6.	Drive Rivet RHDRIVERIVETA	\$ .53	/Each
4.10.1.7.	Plastic Spacer RHWASH4NYLON	\$ .11	/Each
4.10.1.8.	Cherry Mate Rivet RHBALMBB26	\$ .26	/Each
4.10.1.9.	Sign Post: Uni-Strut Rain Cap (Closure cap)	\$5.00	/Each
4.10.1.10.	Corner Bolt w/ Nut RHCORNERBOLT + RHNOT	\$ .78	/Each
4.10.1.11.	MD Solutions Bracket Part #120UCF090 (90 Degrees) RPB4120F090	\$14.10	/Each
4.10.1.12.	MD Solutions Bracket Part #120UCF180 (180 Degrees) RPB4120F180	\$14.10	/Each
4.10.1.13.	MD Solutions Bracket Part #120CPF090 RPB41ACF	\$14.10	/Each

NOTE: 4.10.1.9 - Quoting Closure Cap.

4.9.1.2 - Quoting our Extruded Street Name sign blades. Will be 9" wide with 8" sheeting. Some of the blade will be showing.

4.9.3.1 - Quoting RPOFD06WHH4312  
31" x 12" x 106"

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. 20 % 2<sup>nd</sup> Year

4.11.2. 20 % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand):

Heidi McGee

4.12.2. Type or Print Signed Name:

Heidi McGee

4.12.3. Today's Date: 08-09-06

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

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

4.14. Please Describe Warranty:

3M warranty applies - See www.3m.com for details.

4.15. Please Describe On-Line Order Capability:

N/A

4.16. Delivery ARO: 15+25 days



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

## ***Request for Bid (RFB)***

**Heather Turner, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)

### **Bid Data**

Bid Number: **64-16AUG06**  
Commodity Title: **Regulatory Signs Term & Supply**

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

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

Day / Date: **WEDNESDAY, AUGUST 16, 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 209  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> 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: **WEDNESDAY, AUGUST 16, 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](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entities' contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through July 31, 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** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through July 31, 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. **QUANTITY** – Orders will be made on an “as needed basis” and with the issuance of an approved County Purchase Order. Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
  - 2.5.2. All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.5.3. All lettering and backing materials for section 4.8. on the Response Page must be equal to that of Engineer Grade Reflective produced by the 3M Company.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **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.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.8.1. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi. minimum. Finish shall be a baked green enamel paint.
  - 2.8.2. **Unit-Strut Post Shape:** The cross section of the post shall be square tube formed of 14 gauge steel material, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

- 2.8.3. **Uni-Strut Telespar Post and 2-Piece Break-Away Material and Finish:** Post size shall be 1 ¼"x 1 ¼" square and anchor shall be 2"x 2" square x 3' in length. The post and break-away shall be manufactured from hot-dipped galvanized steel conforming to ASTM designation A653, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operations. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post and anchor shall be galvanized.
- 2.8.4. **U-Channel and Uni-Strut Telespar Post / 2-Piece Break-Away Hole Spacing:** Manufactured with perforated holes 7/16 + or - 1/64 inches in diameter on 1-inch centers on all four (4) sides down the entire length of the post. Holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.
- 2.8.5. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - ¼".
- 2.8.6. **Telescoping Properties:** The finished post and anchor shall be straight and have a smooth, uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than 10 feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs and ends shall be cut square.
- 2.8.7. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be constructed of aluminum extruded panels that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be Doubled-Sided, Engineer Grade, Reflective Markings to direct traffic either right or left of barricades.
- 2.8.8. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" Engineer Grade reflective collar at top and just below a 4" collar; non-weighted base.
- 2.8.9. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum with Engineer Grade sheeting and reflective lettering. MUTCD numbers are supplied in Section used to assist in the proper identification
- 2.8.10. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment A, included herein.
- 2.9. **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.
- 2.10. **DELIVERY** - FOB Destination - Delivery to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11. **DESIGNEE** - Boone County Public Works Department, Elaine Goodwin, 5551 Highway 63 South, Columbia, Missouri 65201. Telephone: (573) 449-8515, extension 224. E-mail: [egoodwin@boonecountymo.org](mailto:egoodwin@boonecountymo.org).
- 2.12. **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](mailto:hturner@boonecountymo.org).
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request. Primary method of ordering shall be by fax.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

**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](http://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. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

**PRICING**

<b>4.8.</b>	<b>CATEGORY A: TRAFFIC SIGNS</b>	<b>PRICE PER EACH</b>
4.8.1.	<b>STOP AND YIELD SIGNS:</b>	
4.8.1.1.	Stop 24 Octagonal R1-1	\$ /Each
4.8.1.2.	Stop 30 Octagonal R1-1	\$ /Each
4.8.1.3.	Yield 36 Triangular R1-2	\$ /Each
4.8.1.4.	4-Way 12 X 6 R1-3	\$ /Each
4.8.1.5.	All Way 18 x 6 R1-4	\$ /Each
4.8.2.	<b>SPEED LIMIT SIGNS:</b>	
4.8.2.1.	Speed Limit 18 X 24 R2-1	\$ /Each
4.8.2.2.	Speed Limit 24 x 30 R2-1	\$ /Each
4.8.2.3.	Speed Limit Except Where Posted 24 X 48 R2-4A	\$ /Each
4.8.3.	<b>TRAFFIC MOVEMENT &amp; PROHIBITION SIGNS:</b>	
4.8.3.1.	No Turn 24 X 24 R3-4	\$ /Each
4.8.3.2.	Left Lane Must Turn Left 30 X 30 R3-7L	\$ /Each
4.8.3.3.	Right Lane Must Turn Right 30 X 30 R3-7R	\$ /Each
4.8.3.4.	Do Not Enter 30 X 30 R5-1	\$ /Each
4.8.3.5.	No Trucks (Symbol) 24 X 24 R5-2	\$ /Each
4.8.3.6.	No Trucks 24 X 18 R5-2P	\$ /Each
4.8.3.7.	One Way Arrow Left 36 X 12 R6-1L	\$ /Each
4.8.3.8.	One Way Arrow Right 36 X 12 R6-1R	\$ /Each
4.8.3.9.	One Way-Left Arrow 18 X 24 R6-2L	\$ /Each

4.8.3.10	<b>One Way-Right Arrow 18 X 24</b>	<b>R6-2R</b>	\$	/Each
4.8.3.11	<b>No Parking 12 X 18</b>	<b>R7-1B</b>	\$	/Each
4.8.3.12	<b>No Parking Anytime 12 X 18</b>	<b>R7-1</b>	\$	/Each
4.8.3.13	<b>No Parking Here To Corner 12 X 18</b>	<b>R7-11D</b>	\$	/Each
4.8.3.14	<b>No Parking Between Signs 12 X 18</b>	<b>R7-12</b>	\$	/Each
4.8.3.15	<b>No Parking Time Zone 12 X 18</b>	<b>R7-101D</b>	\$	/Each
4.8.3.16	<b>No Dumping Allowed 18 X 24</b>	<b>R10-20</b>	\$	/Each
4.8.3.17	<b>Weight Limit _____ Tons 18 X 24</b>	<b>R12-1</b>	\$	/Each
4.8.3.18	<b>Weight Limit _____ Tons 24 X 30</b>	<b>R12-1</b>	\$	/Each

4.8.4. **HORIZONTAL ALIGNMENT SIGNS:**

4.8.4.1.	<b>Curve Arrow Right 30 X 30</b>	<b>W1-1R</b>	\$	/Each
4.8.4.2.	<b>Curve Arrow Left 30 X 30</b>	<b>W1-1L</b>	\$	/Each
4.8.4.3.	<b>Reverse Turn Right 30 X 30</b>	<b>W1-3R</b>	\$	/Each
4.8.4.4.	<b>Reverse Turn Left 30 X 30</b>	<b>W1-3L</b>	\$	/Each
4.8.4.5.	<b>Reverse Curve Right 30 X 30</b>	<b>W1-4R</b>	\$	/Each
4.8.4.6.	<b>Reverse Curve Left 30 X 30</b>	<b>W1-4L</b>	\$	/Each
4.8.4.7.	<b>Winding Road Right 30 X 30</b>	<b>W1-5R</b>	\$	/Each
4.8.4.8.	<b>Winding Road Left 30 X 30</b>	<b>W1-5L</b>	\$	/Each
4.8.4.9.	<b>Directional Arrow 48 X 24</b>	<b>W1-6</b>	\$	/Each
4.8.4.10	<b>Directional Arrow 48 X 24</b>	<b>W1-7</b>	\$	/Each
4.8.4.11	<b>Chevron Double Faced 18 X 24</b>	<b>W1-8</b>	\$	/Each
4.8.4.12	<b>Chevron Double Faced 24 X 30</b>	<b>W1-8</b>	\$	/Each
4.8.4.13	<b>T Symbol 30 X 30</b>	<b>W2-4</b>	\$	/Each
4.8.4.14.	<b>Intersection Symbol 30 X 30</b>	<b>W2-1</b>	\$	/Each

4.8.5. **WARNING SIGNS:**

4.8.5.1.	<b>Road Work Ahead 30 X 30</b>	<b>W20</b>	\$	/Each
4.8.5.2.	<b>Road Work Ahead 30 X 30</b>	<b>W21</b>	\$	/Each
4.8.5.3.	<b>Road Closed 48 X 30</b>	<b>R11-2</b>	\$	/Each
4.8.5.4.	<b>Road Closed to Thru Traffic 60 X 30</b>	<b>R11-4</b>	\$	/Each
4.8.5.5.	<b>Fresh Oil 30 X 30</b>	<b>TW21</b>	\$	/Each
4.8.5.6.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$	/Each
4.8.5.7.	<b>Be Prepared To Stop 30 X 30</b>	<b>W21-SP</b>	\$	/Each
4.8.5.8.	<b>Flagger Ahead 30 X 30</b>	<b>W20-7A</b>	\$	/Each
4.8.5.9.	<b>Equestrian Trail Ahead 30 X 30</b>	<b>W11-7</b>	\$	/Each
4.8.5.10	<b>Fire Station Ahead 30 X 30</b>	<b>W11-8</b>	\$	/Each

4.8.6.	<b>SUPPLEMENTAL WARNING PLAQUE:</b>		
4.8.6.1.	<b>Stop Ahead Placard 24 X 18</b>	<b>W3-1P</b>	\$ /Each
4.8.6.2.	<b>Yield Ahead Placard 24 X 18</b>	<b>W3-2P</b>	\$ /Each
4.8.6.3.	<b>Hill 24 X 18</b>	<b>W7-1P</b>	\$ /Each
4.8.6.4.	<b>School X-ing 24 X 18</b>	<b>S2-1P</b>	\$ /Each
4.8.6.5.	<b>Time Zone Placard 24 X 10</b>	<b>S4-1</b>	\$ /Each
4.8.6.6.	<b>Speed Placard 18 X 18</b>	<b>W13-1</b>	\$ /Each
4.8.6.7.	<b>Speed Advisory Placard 18 X 18</b>	<b>W13-6-1</b>	\$ /Each
4.8.6.8.	<b>Intersection Ahead Placard 24 X 18</b>		\$ /Each
4.8.6.9.	<b>Dangerous Hill Ahead 24 X 18</b>		\$ /Each
4.8.6.10	<b>Equestrian X-ing Ahead Placard 24 X 18</b>	<b>W11-7P</b>	\$ /Each
4.8.6.11	<b>Fire Station Ahead Placard 24 X 18</b>	<b>W11-8P</b>	\$ /Each
4.8.7.	<b>INTERSECTION WARNING SIGNS:</b>		
4.8.7.1.	<b>Intersection Signs 30 X 30</b>	<b>W2</b>	\$ /Each
4.8.8.	<b>STOP AHEAD &amp; YIELD SIGNS:</b>		
4.8.8.1.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$ /Each
4.8.8.2.	<b>Yield Ahead 30 X 30</b>	<b>W3-2A</b>	\$ /Each
4.8.9.	<b>BUMP SIGN:</b>		
4.8.9.1.	<b>Bump 30 X 30</b>	<b>W8-1</b>	\$ /Each
4.8.10.	<b>DEAD END or NO OUTLET SIGNS:</b>		
4.8.10.1	<b>Dead End 24 X 24</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>Dead End 30 X 30</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>No Outlet 30 X30</b>	<b>W14-2</b>	\$ /Each
4.8.11.	<b>OTHER WARNING SIGNS:</b>		
4.8.11.1	<b>Railroad Crossing 30" Diameter</b>	<b>W10-1</b>	\$ /Each
4.8.11.2	<b>Hazard Marker Double Faced 12 X 36</b>	<b>H-1</b>	\$ /Each
4.8.11.3	<b>Caution 30 X 30</b>	<b>N17</b>	\$ /Each
4.8.11.4	<b>Designates School Crossing 30 X 30</b>	<b>S2-1</b>	\$ /Each
4.8.11.5	<b>Detour Directional Arrow 48 X 18</b>	<b>M4</b>	\$ /Each
4.8.11.6	<b>Watch Children 30 X 30</b>	<b>W9-13</b>	\$ /Each
4.8.11.7	<b>Mowers Ahead 36 X 36</b>	<b>W21-3A-A36</b>	\$ /Each
4.8.11.8	<b>Mowers Ahead 36 X 36 Fold &amp; Roll Collapsible Sign Panel w/Base</b>		\$ /Each
4.8.12.	<b>FLOOD WARNING SIGNS:</b>		
4.8.12.1	<b>Do Not Enter When Flooded 30 X 30</b>		\$ /Each
4.8.12.2	<b>Impassable During High Water 30 X 30</b>		\$ /Each

4.8.12.3	Flood Area Ahead 30 X 30	\$	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>		
4.8.13.1.	Adopt-a-Road (White on Olympic Blue) 36 X 24	\$	/Each
<b>CATEGORY B:</b>			
<b>4.9.</b>	<b>BARRICADES, CONES, MARKERS</b>	<b>PRICE PER EACH</b>	
4.9.1.	<b>BARRICADES:</b>		
4.9.1.1.	Type II Double Sided / Engineer Grade	\$	/Each
4.9.1.2.	Type III Double Sided / Engineer Grade	\$	/Each
4.9.1.3.	Type A Flashers	\$	/Each
4.9.2.	<b>TRAFFIC CONES:</b>		
4.9.2.1.	Bright Orange 28" w/ 6" & 4" Reflective Collar	\$	/Each
4.9.3.	<b>MARKERS:</b>		
4.9.3.1.	Road Marker (White) 3"x6"x62" both sides CRM-375	\$	/Each
4.9.3.2.	End of Road Marker EOR-18RR	\$	/Each
4.9.3.3.	Temporary Chip Seal / Overlay Marker (Yellow)	\$	/Each
<b>4.10.</b>	<b>CATEGORY C: SIGN POSTS</b>	<b>PRICE PER EACH</b>	
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>		
4.10.1.1.	Sign Post: U-Channel 8-foot long	\$	/Each
4.10.1.2.	Sign Post: U-Channel 10-foot long	\$	/Each
4.10.1.3.	Sign Post: U-Channel 12-foot long	\$	/Each
4.10.1.4.	Sign Post Uni-Strut Telespar 10-foot long	\$	/Each
4.10.1.5.	Sign Post: Uni-Strut Telespar 2-piece break-away	\$	/Each
4.10.1.6.	Drive Rivet	\$	/Each
4.10.1.7.	Plastic Spacer	\$	/Each
4.10.1.8.	Cherry Mate Rivet	\$	/Each
4.10.1.9.	Sign Post: Uni-Strut Rain Cap	\$	/Each
4.10.1.10.	Corner Bolt w/ Nut	\$	/Each
4.10.1.11.	MD Solutions Bracket Part #120UCF090 (90 Degrees)	\$	/Each
4.10.1.12.	MD Solutions Bracket Part #120UCF180 (180 Degrees)	\$	/Each
4.10.1.13.	MD Solutions Bracket Part #120CPF090	\$	/Each

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4.11. Maximum Percentage Increase for Renewal Periods

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4.11.1. \_\_\_\_\_ % 2<sup>nd</sup> Year

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4.11.2. \_\_\_\_\_ % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Type or Print Signed Name: \_\_\_\_\_

4.12.3. Today's Date: \_\_\_\_\_

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

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

4.14. Please Describe Warranty:

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

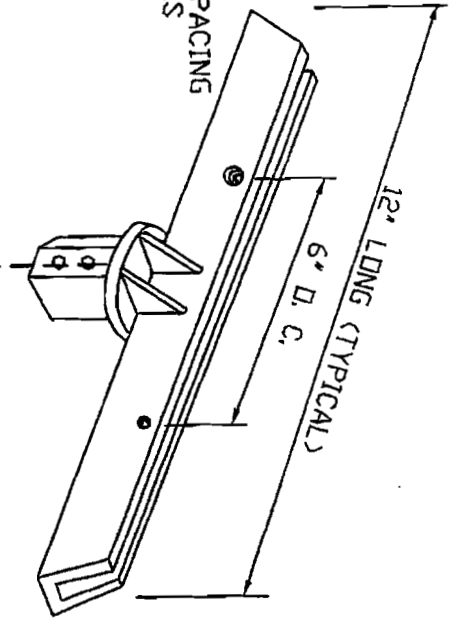
4.15. Please Describe On-Line Order Capability:

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

4.16. Delivery ARO: \_\_\_\_\_ days

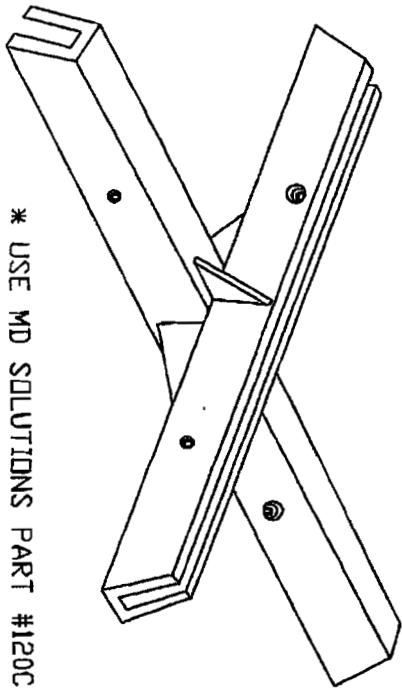
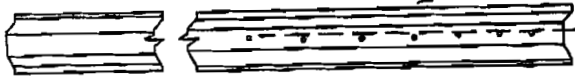
ATTACHMENT A  
BRACKETS

NOTE:  
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL

\* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)  
\* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



\* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL



## 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

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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: 64-16AUG06 Regulatory Signs Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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



**PURCHASE AGREEMENT FOR  
REGULATORY SIGNS TERM AND SUPPLY**

THIS AGREEMENT dated the 31 day of August 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Rocal, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Regulatory Signs, bid number **64-16AUG06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated July 31, 2006 and executed by David R. Lightle, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with all items in Section 4.8. Category A: Traffic Signs.
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 to 60 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or

contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**ROCAL, INC.**

by Alan Christopher  
title CUSTOMER SERVICE MANAGER

APPROVED AS TO FORM:

[Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040/26600- Term & Supply

June E. Pitchford  
Signature [Signature]

8/24/06  
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Rocal Inc.
- 4.2. Address: 3186 Co. Rd 550
- 4.3. City/Zip: Frankfort, OH 45628
- 4.4. Phone Number: 740-998-2122
- 4.5. Fax Number: 740-998-2073
- 4.6. E-Mail Address: christopher@rocal.com
- 4.7. Federal Tax ID: 31-0650779
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

PRICING

4.8.	CATEGORY A: TRAFFIC SIGNS	PRICE PER EACH
4.8.1.	STOP AND YIELD SIGNS:	
4.8.1.1.	Stop 24 Octagonal R1-1	\$ 13.52 /Each
4.8.1.2.	Stop 30 Octagonal R1-1	\$ 21.00 /Each
4.8.1.3.	Yield 36 Triangular R1-2	\$ 15.62 /Each
4.8.1.4.	4-Way 12 X 6 R1-3	\$ 1.80 /Each
4.8.1.5.	All Way 18 x 6 R1-4	\$ 2.70 /Each
4.8.2.	SPEED LIMIT SIGNS:	
4.8.2.1.	Speed Limit 18 X 24 R2-1	\$ 10.41 /Each
4.8.2.2.	Speed Limit 24 x 30 R2-1	\$ 17.35 /Each
4.8.2.3.	Speed Limit Except Where Posted 24 X 48 R2-4A	\$ 27.76 /Each
4.8.3.	TRAFFIC MOVEMENT & PROHIBITION SIGNS:	
4.8.3.1.	No Turn 24 X 24 R3-4	\$ 13.88 /Each
4.8.3.2.	Left Lane Must Turn Left 30 X 30 R3-7L	\$ 21.69 /Each
4.8.3.3.	Right Lane Must Turn Right 30 X 30 R3-7R	\$ 21.69 /Each
4.8.3.4.	Do Not Enter 30 X 30 R5-1	\$ 21.69 /Each
4.8.3.5.	No Trucks (Symbol) 24 X 24 R5-2	\$ 14.12 /Each
4.8.3.6.	No Trucks 24 X 18 R5-2P	\$ 10.41 /Each
4.8.3.7.	One Way Arrow Left 36 X 12 R6-1L	\$ 10.41 /Each
4.8.3.8.	One Way Arrow Right 36 X 12 R6-1R	\$ 10.41 /Each
4.8.3.9.	One Way-Left Arrow 18 X 24 R6-2L	\$ 10.41 /Each

4.8.3.10	One Way-Right Arrow 18 X 24	R6-2R	\$ 10.41	/Each
4.8.3.11	No Parking 12 X 18	R7-1B	\$ 5.24	/Each
4.8.3.12	No Parking Anytime 12 X 18	R7-1	\$ 5.24	/Each
4.8.3.13	No Parking Here To Corner 12 X 18	R7-11D	\$ 5.24	/Each
4.8.3.14	No Parking Between Signs 12 X 18	R7-12	\$ 5.24	/Each
4.8.3.15	No Parking Time Zone 12 X 18	R7-101D	\$ 5.24	/Each
4.8.3.16	No Dumping Allowed 18 X 24	R10-20	\$ 10.41	/Each
4.8.3.17	Weight Limit _____ Tons 18 X 24	R12-1	\$ 10.41	/Each
4.8.3.18	Weight Limit _____ Tons 24 X 30	R12-1	\$ 17.35	/Each

4.8.4. HORIZONTAL ALIGNMENT SIGNS:

4.8.4.1.	Curve Arrow Right 30 X 30	W1-1R	\$ 21.69	/Each
4.8.4.2.	Curve Arrow Left 30 X 30	W1-1L	\$ 21.69	/Each
4.8.4.3.	Reverse Turn Right 30 X 30	W1-3R	\$ 21.69	/Each
4.8.4.4.	Reverse Turn Left 30 X 30	W1-3L	\$ 21.69	/Each
4.8.4.5.	Reverse Curve Right 30 X 30	W1-4R	\$ 21.69	/Each
4.8.4.6.	Reverse Curve Left 30 X 30	W1-4L	\$ 21.69	/Each
4.8.4.7.	Winding Road Right 30 X 30	W1-5R	\$ 21.69	/Each
4.8.4.8.	Winding Road Left 30 X 30	W1-5L	\$ 21.69	/Each
4.8.4.9.	Directional Arrow 48 X 24	W1-6	\$ 27.76	/Each
4.8.4.10	Directional Arrow 48 X 24	W1-7	\$ 27.76	/Each
4.8.4.11	Chevron Double Faced 18 X 24	W1-8	\$ 13.71	/Each
4.8.4.12	Chevron Double Faced 24 X 30	W1-8	\$ 22.85	/Each
4.8.4.13	T Symbol 30 X 30	W2-4	\$ 21.69	/Each
4.8.4.14.	Intersection Symbol 30 X 30	W2-1	\$ 21.69	/Each

4.8.5. WARNING SIGNS:

4.8.5.1.	Road Work Ahead 30 X 30	W20	\$ 21.69	/Each
4.8.5.2.	Road Work Ahead 30 X 30	W21	\$ 21.69	/Each
4.8.5.3.	Road Closed 48 X 30	R11-2	\$ 34.70	/Each
4.8.5.4.	Road Closed to Thru Traffic 60 X 30	R11-4	\$ 43.38	/Each
4.8.5.5.	Fresh Oil 30 X 30	TW21	\$ 21.69	/Each
4.8.5.6.	Stop Ahead 30 X 30	W3-1A	\$ 22.85	/Each
4.8.5.7.	Be Prepared To Stop 30 X 30	W21-SP	\$ 21.69	/Each
4.8.5.8.	Flaggers Ahead 30 X 30	W20-7A	\$ 21.69	/Each
4.8.5.9.	Equestrian Trail Ahead 30 X 30	W11-7	\$ 21.69	/Each
4.8.5.10	Fire Station Ahead 30 X 30	W11-8	\$ 21.69	/Each

4.8.6. SUPPLEMENTAL WARNING PLAQUE:

4.8.6.1.	Stop Ahead Placard 24 X 18	W3-1P	\$ 10.41	/Each
4.8.6.2.	Yield Ahead Placard 24 X 18	W3-2P	\$ 10.41	/Each
4.8.6.3.	Hill 24 X 18	W7-1P	\$ 10.41	/Each
4.8.6.4.	School X-ing 24 X 18	S2-1P	\$ 10.41	/Each
4.8.6.5.	Time Zone Placard 24 X 10	S4-1	\$ 5.79	/Each
4.8.6.6.	Speed Placard 18 X 18	W13-1	\$ 7.81	/Each
4.8.6.7.	Speed Advisory Placard 18 X 18	W13-6-1	\$ 7.81	/Each
4.8.6.8.	Intersection Ahead Placard 24 X 18		\$ 10.41	/Each
4.8.6.9.	Dangerous Hill Ahead 24 X 18		\$ 10.41	/Each
4.8.6.10	Equestrian X-ing Ahead Placard 24 X 18	W11-7P	\$ 10.41	/Each
4.8.6.11	Fire Station Ahead Placard 24 X 18	W11-8P	\$ 10.41	/Each

4.8.7. INTERSECTION WARNING SIGNS:

4.8.7.1.	Intersection Signs 30 X 30	W2	\$ 21.69	/Each
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4.8.8. STOP AHEAD & YIELD SIGNS:

4.8.8.1.	Stop Ahead 30 X 30	W3-1A	\$ 22.86	/Each
4.8.8.2.	Yield Ahead 30 X 30	W3-2A	\$ 22.86	/Each

4.8.9. BUMP SIGN:

4.8.9.1.	Bump 30 X 30	W8-1	\$ 21.69	/Each
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4.8.10. DEAD END or NO OUTLET SIGNS:

4.8.10.1	Dead End 24 X 24	W14-1	\$ 13.88	/Each
4.8.10.2	Dead End 30 X 30	W14-1	\$ 21.69	/Each
4.8.10.2	No Outlet 30 X30	W14-2	\$ 21.69	/Each

4.8.11. OTHER WARNING SIGNS:

4.8.11.1	Railroad Crossing 30" Diameter	W10-1	\$ 21.40	/Each
4.8.11.2	Hazard Marker Double Faced 12 X 36	H-1	\$ 13.71	/Each
4.8.11.3	Caution 30 X 30	N17	\$ 21.69	/Each
4.8.11.4	Designates School Crossing 30 X 30	S2-1	\$ 21.69	/Each
4.8.11.5	Detour Directional Arrow 48 X 18	M4	\$ 20.82	/Each
4.8.11.6	Watch Children 30 X 30	W9-13	\$ 21.69	/Each
4.8.11.7	Mowers Ahead 36 X 36	W21-3A-A36	\$ 31.23	/Each
4.8.11.8	Mowers Ahead 36 X 36 Fold & Roll Collapsible Sign Panel w/Base		\$ 49.81	/Each

4.8.12. FLOOD WARNING SIGNS:

4.8.12.1	Do Not Enter When Flooded 30 X 30		\$ 21.69	/Each
4.8.12.2	Impassable During High Water 30 X 30		\$ 21.69	/Each

4.8.12.3	Flood Area Ahead 30 X 30	\$ 21.69	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>		
4.8.13.1.	Adopt-a-Road (White on Olympic Blue) 36 X 24	\$ 20.82	/Each
<b>CATEGORY B:</b>			
4.9.	<b>BARRICADES, CONES, MARKERS</b>	<b>PRICE PER EACH</b>	
4.9.1.	<b>BARRICADES:</b>		
4.9.1.1.	Type II Double Sided / Engineer Grade	\$ 49.50	/Each
4.9.1.2.	Type III Double Sided / Engineer Grade	\$ 225.00	/Each
4.9.1.3.	Type A Flashers	\$ 13.75	/Each
4.9.2.	<b>TRAFFIC CONES:</b>		
4.9.2.1.	Bright Orange 28" w/ 6" & 4" Reflective Collar	\$ 18.40	/Each
4.9.3.	<b>MARKERS:</b>		
4.9.3.1.	Road Marker (White) 3"x6"x62" both sides CRM-375	\$ 19.50	/Each
4.9.3.2.	End of Road Marker EOR-18RR	\$ 16.90	/Each
4.9.3.3.	Temporary Chip Seal / Overlay Marker (Yellow)	\$ .81	/Each
4.10.	<b>CATEGORY C: SIGN POSTS</b>	<b>PRICE PER EACH</b>	
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>		
4.10.1.1.	Sign Post: U-Channel 8-foot long 2#/ft	\$ 11.49	/Each
4.10.1.2.	Sign Post: U-Channel 10-foot long 2#/ft	\$ 14.36	/Each
4.10.1.3.	Sign Post: U-Channel 12-foot long 2#/ft	\$ 17.23	/Each
4.10.1.4.	Sign Post Uni-Strut Telespar 10-foot long	\$ 19.60	/Each
4.10.1.5.	Sign Post: Uni-Strut Telespar 2-piece break-away	\$ 33.50	/Each
4.10.1.6.	Drive Rivet	\$ .76	/Each
4.10.1.7.	Plastic Spacer	\$ .74	/Each
4.10.1.8.	Cherry Mate Rivet	\$ 1.20	/Each
4.10.1.9.	Sign Post: Uni-Strut Rain Cap	\$ 1.93	/Each
4.10.1.10.	Corner Bolt w/ Nut	\$ .68	/Each
4.10.1.11.	MD Solutions Bracket Part #120UCF090 (90 Degrees)	\$ 12.94	/Each
4.10.1.12.	MD Solutions Bracket Part #120UCF180 (180 Degrees)	\$ 12.94	/Each
4.10.1.13.	MD Solutions Bracket Part #120CPF090	\$ 12.94	/Each

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. \_\_\_\_\_ % 2<sup>nd</sup> Year

4.11.2. \_\_\_\_\_ % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand):

David R. Little

4.12.2. Type or Print Signed Name:

David R. Little

4.12.3. Today's Date: 7/31/06

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

Yes  No

4.14. Please Describe Warranty:

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

4.15. Please Describe On-Line Order Capability:

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

4.16. Delivery ARO: 30-60 days



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

## ***Request for Bid (RFB)***

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

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### ***Bid Data***

Bid Number: **64-16AUG06**  
Commodity Title: **Regulatory Signs Term & Supply**

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

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

Day / Date: **WEDNESDAY, AUGUST 16, 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 209  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

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### ***Bid Opening***

Day / Date: **WEDNESDAY, AUGUST 16, 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**

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### ***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](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entities' contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through July 31, 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** – For a Term and Supply contract for the Furnishing and Delivery of **Regulatory Traffic Signs, Barricades and Sign Posts** as detailed in the Response Form, Section 4 of this Request for Bid.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through July 31, 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. **QUANTITY** – Orders will be made on an “as needed basis” and with the issuance of an approved County Purchase Order. Quantities are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
  - 2.5.1. Boone County uses approximately 2,000 various signs, barricades, and sign posts each year. This figure is given not to guarantee a purchase amount, but so that bidders can have a reasonable assumption about the amount of signs that are likely to be purchased.
  - 2.5.2. All signs and materials for this bid are required to meet the Manual on Uniform Traffic Control Devices (MUTCD) standards and specifications. Upon request by Boone County, Bidder shall supply Test Reports to the Boone County Public Works Department, Operations Division.
  - 2.5.3. All lettering and backing materials for section 4.8. on the Response Page must be equal to that of Engineer Grade Reflective produced by the 3M Company.
- 2.6. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.7. **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.
- 2.8. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.8.1. **U-Channel Post Material and Finish:** Steel U-Channel Posts shall conform to the standard specification for hot rolled carbon steel, structural quality, ASTM designation A570, Grade 50. Yield strength after cold-forming shall be 60,000 psi. minimum. Finish shall be a baked green enamel paint.
  - 2.8.2. **Unit-Strut Post Shape:** The cross section of the post shall be square tube formed of 14 gauge steel material, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

- 2.8.3. **Uni-Strut Telespar Post and 2-Piece Break-Away Material and Finish:** Post size shall be 1 ¼"x 1 ¼" square and anchor shall be 2"x 2"square x 3' in length. The post and break-away shall be manufactured from hot-dipped galvanized steel conforming to ASTM designation A653, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operations. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post and anchor shall be galvanized.
- 2.8.4. **U-Channel and Uni-Strut Telespar Post / 2-Piece Break-Away Hole Spacing:** Manufactured with perforated holes 7/16 + or - 1/64 inches in diameter on 1-inch centers on all four (4) sides down the entire length of the post. Holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.
- 2.8.5. **Length Tolerance:** The length of each post shall have a permissible length tolerance of + or - ¼".
- 2.8.6. **Telescoping Properties:** The finished post and anchor shall be straight and have a smooth, uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than 10 feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burs and ends shall be cut square.
- 2.8.7. **Barricades:** All Type II barricades shall be constructed of a heavy-duty, durable polyethylene material and of the fold-up design for easy storage and stacking. All Type III barricades shall be constructed of aluminum extruded panels that are 8" wide x 8' in length; includes bolt-on galvanized mounting stands. All barricades shall be Doubled-Sided, Engineer Grade, Reflective Markings to direct traffic either right or left of barricades.
- 2.8.8. **Traffic Cones:** All traffic cones shall be bright orange in color, 28" in height, with a 6" Engineer Grade reflective collar at top and just below a 4" collar; non-weighted base.
- 2.8.9. **Traffic Signs:** All traffic signs shall be constructed from sheet aluminum with Engineer Grade sheeting and reflective lettering. MUTCD numbers are supplied in Section used to assist in the proper identification
- 2.8.10. **Brackets:** The contractor must provide brackets in accordance with the drawings and specifications on Attachment A, included herein.
- 2.9. **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.
- 2.10. **DELIVERY** - FOB Destination - Delivery to the Boone County Public Works Department, Maintenance Operations Division. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11. **DESIGNEE** - Boone County Public Works Department, Elaine Goodwin, 5551 Highway 63 South, Columbia, Missouri 65201. Telephone: (573) 449-8515, extension 224. E-mail: egoodwin@boonecountymo.org.
- 2.12. **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.
- 2.13. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices to be mailed to the Designee.
- 2.14. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.15. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request. Primary method of ordering shall be by fax.
- 2.16. **EQUAL** - Items quoted to be as indicated or approved equal where equivalency is allowed in specifications.

**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](http://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. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

**PRICING**

4.8.	CATEGORY A: TRAFFIC SIGNS	PRICE PER EACH
4.8.1.	<b>STOP AND YIELD SIGNS:</b>	
4.8.1.1.	Stop 24 Octagonal R1-1	\$ /Each
4.8.1.2.	Stop 30 Octagonal R1-1	\$ /Each
4.8.1.3.	Yield 36 Triangular R1-2	\$ /Each
4.8.1.4.	4-Way 12 X 6 R1-3	\$ /Each
4.8.1.5.	All Way 18 x 6 R1-4	\$ /Each
4.8.2.	<b>SPEED LIMIT SIGNS:</b>	
4.8.2.1.	Speed Limit 18 X 24 R2-1	\$ /Each
4.8.2.2.	Speed Limit 24 x 30 R2-1	\$ /Each
4.8.2.3.	Speed Limit Except Where Posted 24 X 48 R2-4A	\$ /Each
4.8.3.	<b>TRAFFIC MOVEMENT &amp; PROHIBITION SIGNS:</b>	
4.8.3.1.	No Turn 24 X 24 R3-4	\$ /Each
4.8.3.2.	Left Lane Must Turn Left 30 X 30 R3-7L	\$ /Each
4.8.3.3.	Right Lane Must Turn Right 30 X 30 R3-7R	\$ /Each
4.8.3.4.	Do Not Enter 30 X 30 R5-1	\$ /Each
4.8.3.5.	No Trucks (Symbol) 24 X 24 R5-2	\$ /Each
4.8.3.6.	No Trucks 24 X 18 R5-2P	\$ /Each
4.8.3.7.	One Way Arrow Left 36 X 12 R6-1L	\$ /Each
4.8.3.8.	One Way Arrow Right 36 X 12 R6-1R	\$ /Each
4.8.3.9.	One Way-Left Arrow 18 X 24 R6-2L	\$ /Each

4.8.3.10	<b>One Way-Right Arrow 18 X 24</b>	<b>R6-2R</b>	\$	/Each
4.8.3.11	<b>No Parking 12 X 18</b>	<b>R7-1B</b>	\$	/Each
4.8.3.12	<b>No Parking Anytime 12 X 18</b>	<b>R7-1</b>	\$	/Each
4.8.3.13	<b>No Parking Here To Corner 12 X 18</b>	<b>R7-11D</b>	\$	/Each
4.8.3.14	<b>No Parking Between Signs 12 X 18</b>	<b>R7-12</b>	\$	/Each
4.8.3.15	<b>No Parking Time Zone 12 X 18</b>	<b>R7-101D</b>	\$	/Each
4.8.3.16	<b>No Dumping Allowed 18 X 24</b>	<b>R10-20</b>	\$	/Each
4.8.3.17	<b>Weight Limit _____ Tons 18 X 24</b>	<b>R12-1</b>	\$	/Each
4.8.3.18	<b>Weight Limit _____ Tons 24 X 30</b>	<b>R12-1</b>	\$	/Each

4.8.4. **HORIZONTAL ALIGNMENT SIGNS:**

4.8.4.1.	<b>Curve Arrow Right 30 X 30</b>	<b>W1-1R</b>	\$	/Each
4.8.4.2.	<b>Curve Arrow Left 30 X 30</b>	<b>W1-1L</b>	\$	/Each
4.8.4.3.	<b>Reverse Turn Right 30 X 30</b>	<b>W1-3R</b>	\$	/Each
4.8.4.4.	<b>Reverse Turn Left 30 X 30</b>	<b>W1-3L</b>	\$	/Each
4.8.4.5.	<b>Reverse Curve Right 30 X 30</b>	<b>W1-4R</b>	\$	/Each
4.8.4.6.	<b>Reverse Curve Left 30 X 30</b>	<b>W1-4L</b>	\$	/Each
4.8.4.7.	<b>Winding Road Right 30 X 30</b>	<b>W1-5R</b>	\$	/Each
4.8.4.8.	<b>Winding Road Left 30 X 30</b>	<b>W1-5L</b>	\$	/Each
4.8.4.9.	<b>Directional Arrow 48 X 24</b>	<b>W1-6</b>	\$	/Each
4.8.4.10	<b>Directional Arrow 48 X 24</b>	<b>W1-7</b>	\$	/Each
4.8.4.11	<b>Chevron Double Faced 18 X 24</b>	<b>W1-8</b>	\$	/Each
4.8.4.12	<b>Chevron Double Faced 24 X 30</b>	<b>W1-8</b>	\$	/Each
4.8.4.13	<b>T Symbol 30 X 30</b>	<b>W2-4</b>	\$	/Each
4.8.4.14.	<b>Intersection Symbol 30 X 30</b>	<b>W2-1</b>	\$	/Each

4.8.5. **WARNING SIGNS:**

4.8.5.1.	<b>Road Work Ahead 30 X 30</b>	<b>W20</b>	\$	/Each
4.8.5.2.	<b>Road Work Ahead 30 X 30</b>	<b>W21</b>	\$	/Each
4.8.5.3.	<b>Road Closed 48 X 30</b>	<b>R11-2</b>	\$	/Each
4.8.5.4.	<b>Road Closed to Thru Traffic 60 X 30</b>	<b>R11-4</b>	\$	/Each
4.8.5.5.	<b>Fresh Oil 30 X 30</b>	<b>TW21</b>	\$	/Each
4.8.5.6.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$	/Each
4.8.5.7.	<b>Be Prepared To Stop 30 X 30</b>	<b>W21-SP</b>	\$	/Each
4.8.5.8.	<b>Flaggers Ahead 30 X 30</b>	<b>W20-7A</b>	\$	/Each
4.8.5.9.	<b>Equestrian Trail Ahead 30 X 30</b>	<b>W11-7</b>	\$	/Each
4.8.5.10	<b>Fire Station Ahead 30 X 30</b>	<b>W11-8</b>	\$	/Each

4.8.6.	<b>SUPPLEMENTAL WARNING PLAQUE:</b>		
4.8.6.1.	<b>Stop Ahead Placard 24 X 18</b>	<b>W3-1P</b>	\$ /Each
4.8.6.2.	<b>Yield Ahead Placard 24 X 18</b>	<b>W3-2P</b>	\$ /Each
4.8.6.3.	<b>Hill 24 X 18</b>	<b>W7-1P</b>	\$ /Each
4.8.6.4.	<b>School X-ing 24 X 18</b>	<b>S2-1P</b>	\$ /Each
4.8.6.5.	<b>Time Zone Placard 24 X 10</b>	<b>S4-1</b>	\$ /Each
4.8.6.6.	<b>Speed Placard 18 X 18</b>	<b>W13-1</b>	\$ /Each
4.8.6.7.	<b>Speed Advisory Placard 18 X 18</b>	<b>W13-6-1</b>	\$ /Each
4.8.6.8.	<b>Intersection Ahead Placard 24 X 18</b>		\$ /Each
4.8.6.9.	<b>Dangerous Hill Ahead 24 X 18</b>		\$ /Each
4.8.6.10	<b>Equestrian X-ing Ahead Placard 24 X 18</b>	<b>W11-7P</b>	\$ /Each
4.8.6.11	<b>Fire Station Ahead Placard 24 X 18</b>	<b>W11-8P</b>	\$ /Each
4.8.7.	<b>INTERSECTION WARNING SIGNS:</b>		
4.8.7.1.	<b>Intersection Signs 30 X 30</b>	<b>W2</b>	\$ /Each
4.8.8.	<b>STOP AHEAD &amp; YIELD SIGNS:</b>		
4.8.8.1.	<b>Stop Ahead 30 X 30</b>	<b>W3-1A</b>	\$ /Each
4.8.8.2.	<b>Yield Ahead 30 X 30</b>	<b>W3-2A</b>	\$ /Each
4.8.9.	<b>BUMP SIGN:</b>		
4.8.9.1.	<b>Bump 30 X 30</b>	<b>W8-1</b>	\$ /Each
4.8.10.	<b>DEAD END or NO OUTLET SIGNS:</b>		
4.8.10.1	<b>Dead End 24 X 24</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>Dead End 30 X 30</b>	<b>W14-1</b>	\$ /Each
4.8.10.2	<b>No Outlet 30 X30</b>	<b>W14-2</b>	\$ /Each
4.8.11.	<b>OTHER WARNING SIGNS:</b>		
4.8.11.1	<b>Railroad Crossing 30" Diameter</b>	<b>W10-1</b>	\$ /Each
4.8.11.2	<b>Hazard Marker Double Faced 12 X 36</b>	<b>H-1</b>	\$ /Each
4.8.11.3	<b>Caution 30 X 30</b>	<b>N17</b>	\$ /Each
4.8.11.4	<b>Designates School Crossing 30 X 30</b>	<b>S2-1</b>	\$ /Each
4.8.11.5	<b>Detour Directional Arrow 48 X 18</b>	<b>M4</b>	\$ /Each
4.8.11.6	<b>Watch Children 30 X 30</b>	<b>W9-13</b>	\$ /Each
4.8.11.7	<b>Mowers Ahead 36 X 36</b>	<b>W21-3A-A36</b>	\$ /Each
4.8.11.8	<b>Mowers Ahead 36 X 36 Fold &amp; Roll Collapsible Sign Panel w/Base</b>		\$ /Each
4.8.12.	<b>FLOOD WARNING SIGNS:</b>		
4.8.12.1	<b>Do Not Enter When Flooded 30 X 30</b>		\$ /Each
4.8.12.2	<b>Impassable During High Water 30 X 30</b>		\$ /Each

4.8.12.3	Flood Area Ahead 30 X 30	\$	/Each
4.8.13.	<b>SPECIAL SIGNS:</b>		
4.8.13.1.	Adopt-a-Road (White on Olympic Blue) 36 X 24	\$	/Each
4.9.	<b>CATEGORY B: BARRICADES, CONES, MARKERS</b>		<b>PRICE PER EACH</b>
4.9.1.	<b>BARRICADES:</b>		
4.9.1.1.	Type II Double Sided / Engineer Grade	\$	/Each
4.9.1.2.	Type III Double Sided / Engineer Grade	\$	/Each
4.9.1.3.	Type A Flashers	\$	/Each
4.9.2.	<b>TRAFFIC CONES:</b>		
4.9.2.1.	Bright Orange 28" w/ 6" & 4" Reflective Collar	\$	/Each
4.9.3.	<b>MARKERS:</b>		
4.9.3.1.	Road Marker (White) 3"x6"x62" both sides CRM-375	\$	/Each
4.9.3.2.	End of Road Marker EOR-18RR	\$	/Each
4.9.3.3.	Temporary Chip Seal / Overlay Marker (Yellow)	\$	/Each
4.10.	<b>CATEGORY C: SIGN POSTS</b>		<b>PRICE PER EACH</b>
4.10.1.	<b>SIGN POSTS &amp; HARDWARE:</b>		
4.10.1.1.	Sign Post: U-Channel 8-foot long	\$	/Each
4.10.1.2.	Sign Post: U-Channel 10-foot long	\$	/Each
4.10.1.3.	Sign Post: U-Channel 12-foot long	\$	/Each
4.10.1.4.	Sign Post Uni-Strut Telespar 10-foot long	\$	/Each
4.10.1.5.	Sign Post: Uni-Strut Telespar 2-piece break-away	\$	/Each
4.10.1.6.	Drive Rivet	\$	/Each
4.10.1.7.	Plastic Spacer	\$	/Each
4.10.1.8.	Cherry Mate Rivet	\$	/Each
4.10.1.9.	Sign Post: Uni-Strut Rain Cap	\$	/Each
4.10.1.10.	Corner Bolt w/ Nut	\$	/Each
4.10.1.11.	MD Solutions Bracket Part #120UCF090 (90 Degrees)	\$	/Each
4.10.1.12.	MD Solutions Bracket Part #120UCF180 (180 Degrees)	\$	/Each
4.10.1.13.	MD Solutions Bracket Part #120CPF090	\$	/Each



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4.11. Maximum Percentage Increase for Renewal Periods

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4.11.1. \_\_\_\_\_ % 2<sup>nd</sup> Year

---

4.11.2. \_\_\_\_\_ % 3<sup>rd</sup> Year

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

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Type or Print Signed Name: \_\_\_\_\_  
\_\_\_\_\_

4.12.3. Today's Date: \_\_\_\_\_

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

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

4.14. Please Describe Warranty:

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

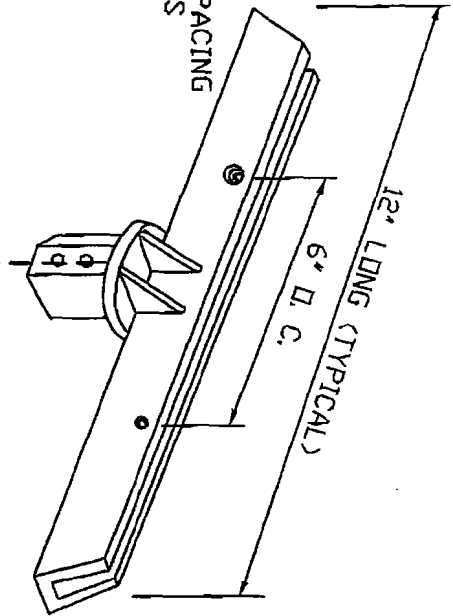
4.15. Please Describe On-Line Order Capability:

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

4.16. Delivery ARO: \_\_\_\_\_ days

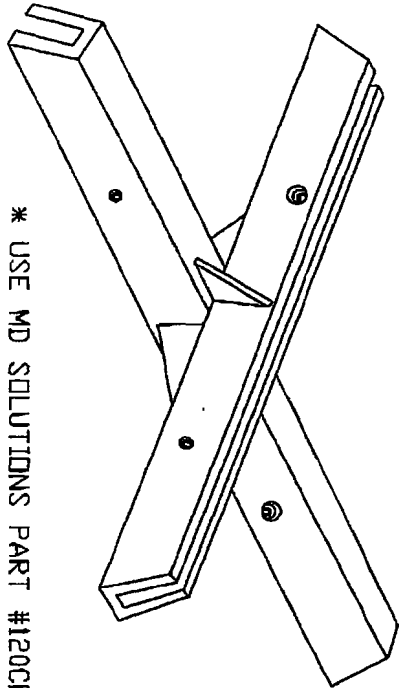
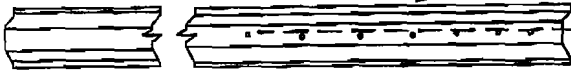
**ATTACHMENT A  
BRACKETS**

**NOTE:**  
DIMENSIONS AND BOLT SPACING  
TYPICAL FOR BOTH TYPES



MOUNT TO 12' LONG  
U-CHANNEL  
GREEN SIGN POST  
OR APPROVED EQUAL

\* USE MD SOLUTIONS PART #120UCF090 (90 DEGREES)  
\* USE MD SOLUTIONS PART #120UCF180 (180 DEGREES AS SHOWN)  
OR APPROVED EQUAL



\* USE MD SOLUTIONS PART #120CPF090  
OR APPROVED EQUAL



## 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

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



***“No Bid” Response Form***

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

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: 64-16AUG06 Regulatory Signs Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

day of August

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 consulting agreement between County of Boone and Turn-Key Mobile, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of August 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

day of August

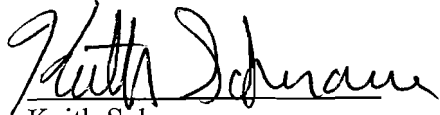
20 06

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


Now on this day the County Commission of the County of Boone does hereby approve following budget amendment to transfer monies in the general fund, to appropriate capital project fund.

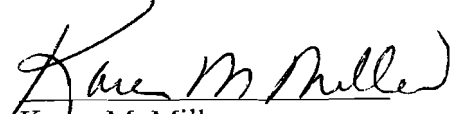
Department Name and Account Number	Amount of Increase
1190-83919 General Fund Non- Departmental	\$ 2,200,000.00
4060-03913 – Capital Project Fund Sales Activity	\$ 2,200,000.00

Done this 31<sup>st</sup> day of August 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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby re-appoint Ralph W. Pickett to the Boone County Building Code Commission with a term expiring on 8/31/06.

Done this 31<sup>st</sup> day of August 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

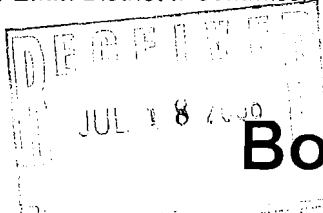
393-2006

Keith Schmarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

353-2006



# Boone County Commission

*Re-appoint - Term expires 8/31/2008*

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Building Code Commission Term: 06/?

Current Township: Cedar Today's Date: 7/14/06

Name: Ralph W. Pickett

Home Address: 3001 E. Hartsburg Bottom Rd Hartsburg Zip Code: 65039

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: 573 657 9496  
Fax: \_\_\_\_\_

Work Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Qualifications: I have over 30 years of experience in the construction industry including more than 26 years of membership in Carpenters Local #1925 in Columbia, MO, I have worked for both general contractors & interior systems sub-contractors.

Past Community Service: I have served for two terms on the Boone County Building Code Commission. We are currently working on the 2003 International Building Code, Int. Plumbing Code, Int. Mech. Code & N.E.C.

References: Gene Armstrong 2503 South W. Col MO 65202  
John Batye 881 N. Sun Valley Dr. Col, MO 65201

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Ralph W. Pickett  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

31<sup>st</sup>

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20 06

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

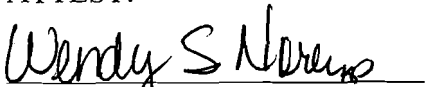
Now on this day the County Commission of the County of Boone does hereby authorize the Missouri Votes Conservation the use of the Chambers and Chambers Atrium on October 14, 2006 between 9:00 a.m. and 6:00 p.m. for the 5<sup>th</sup> Annual Environmental Summit. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 31<sup>st</sup> day of August 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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

August Session of the July Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

31<sup>st</sup>

day of August

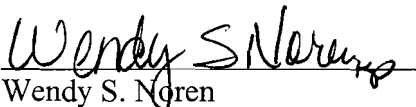
20 06

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

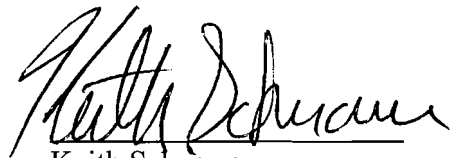
Now on this day the County Commission of the County of Boone does hereby approve the Supplemental Agreement for Boone County Family Court Staff between the Missouri Department of Social Services, Family Support Division and the County of Boone. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of August 2006.

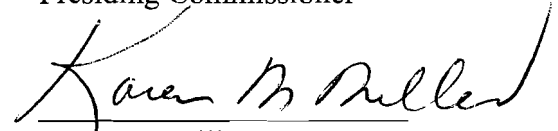
ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Keith Schnarre  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner