

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

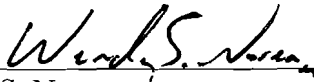
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

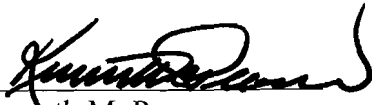
the following, among other proceedings, were had, viz:

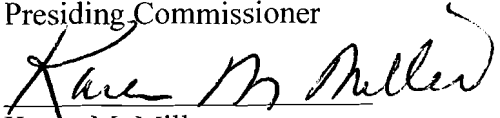
Now on this day the County Commission of the County of Boone does hereby award bid 57-18DEC07 – Night Vision Scopes to Night Optics USA. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

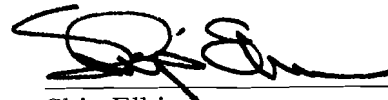
Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
NIGHT VISION SCOPES**

**THIS AGREEMENT** dated the 20th day of December 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Night Optics USA, 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 **Night Vision Scopes**, bid number **57-18DEC07** 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 December 7, 2007 and executed by David W. Henry, 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.
  - **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) Night Vision Scopes: Night Optics USA, model D-830-3A for a unit price of \$4,630.00/each for a total contract price of \$9,260.00.
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to Boone County Sheriff 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.

**NIGHT OPTICS USA, INC.**

by David W. Henry  
title SR. Acct. Rep.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Kenneth M. Pearson  
Kenneth M. Pearson, 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.)

2901/91300 – \$9260.00

Signature June Pitchford by KJ Date 12/20/2007 Appropriation Account \_\_\_\_\_



**Night Optics USA, Inc.**  
5122 Bolsa Ave. Suite #101  
Huntington Beach, CA 92649  
USA

Tel: (800)306-4448  
(714)899-4475  
Fax: (714)899-4485  
[www.nightoptics.com](http://www.nightoptics.com)

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7 December 2007

To: Melinda Bobbitt, Director, Purchasing

From: David W. Henry, Senior Account Representative, Night Optics USA, INC.

Subj: NIGHT OPTICS BID SUMMARY

Ref: Request for Bid Package for Night Vision Scopes, # 57-18DEC07

Night Optics USA, Inc is pleased to offer the attached bid in response to the Boone County SWAT Team request.

Item Bid: D-830-3A Gen 3 Day/Night Weapon Sight with Ring Set:

Price for each D-830 system: \$4,630.00

Total Bid offering (FOB Destination): \$9,260.00

Delivery: All items to be delivered 30 days ARO.

Each D-830-3A Gen 3 Day/Night Weapon Sight includes:

D-830-3A Gen 3 Day /Night Weapon Sight  
Ring Set  
AA Battery, 2 ea  
Operators Manual

The D-830-3A Gen 3 Day/Night Weapon Sight meets all requirements of the Negotiated Bid Package without exception. Signed proposal sheets, comparison chart and D-830 system specification sheet are included in hardcopy form.

Night Optics USA, Inc., a designated Small Business, is a proud provider of premier night vision products to military, government, law enforcement and commercial users in the United States as well as internationally. In addition, Night Optics USA is an OEM for Insight Technology, Inc and Leupold & Stevens, Inc.

I want to thank you for the opportunity to offer our bid and I have no doubts that your officers will get an outstanding Night Vision product. I will be more than happy to assist with any questions regarding their capabilities, use or maintenance.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Henry". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline that loops back under the name.

David W. Henry  
USMC/Retired  
Senior Account Rep.

4. Response Form

4.1. Company Name: NIGHT OPTICS USA, Inc.  
 4.2. Address: 5122 BOLSA AVE, SUITE 101  
 4.3. City/Zip: HUNTINGTON BEACH, CA 92649  
 4.4. Phone Number: (714) 899-4475 x112  
 4.5. Fax Number: (714) 899-4485  
 4.6. E-Mail Address: dhenry@nightoptics.com  
 4.7. Federal Tax ID: 731677790

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

4.8. PRICING			
	Quantity	Unit Price	Extended Total
4.8.1. Night Vision Scopes per Section 2 including all necessary rings and delivery.	2	\$ 4,630.00	\$ 9,260.00
Make: <u>NIGHT OPTICS USA</u>			
Model: <u>D-830-3A</u>			
NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.10. WITH THE BID RESPONSE			
4.9. Describe Any Deviations	<u>NONE</u>		

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

4.11.1. Authorized Representative (Sign By Hand): [Signature] Date: 7 DEC 07

4.11.2. Print Name and Title of Authorized Representative  
DAVID W. HENRY / SR. ACCT. REP.

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

4.13. Delivery ARO: 30 DAYS



**Night Optics USA, Inc.**  
 5122 Bolsa Ave, Suite 101  
 Huntington Beach, CA 92649



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 57-18DEC07 – Night Vision Scopes**

**ADDENDUM #1** - (Issued December 5, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

The County received the following questions and has supplied the following responses:

**1. Type of Weapon platform being used and anticipated.**

**Response:** These lights will be mounted to Remington 700's chambered in 308.

**2. Ranges and environment of anticipated use.**

**Response:** The most common ranges will be from approximately 40 yards to 100 yards. The County prefers capability of use out to 500 yards since we operate in a rural environment with open fields.

**3. Magnification desired.**

**Response:** Magnification needs to be variable with a minimum of 2.5x to 10x. A scope with variable power larger than 10x is also acceptable for bid.

**4. Dedicated Night Weapon Sight or Combo system.**

**Response:** This system must be a combo system. Any changes to make the scope capable of going from day vision to night vision can not affect the zero of the scope or the eye relief of the operator.

**5. Will system be capable of utilizing IR Illumination?**

**Response:** No need for IR illumination.

**6. Will a sample be required with bid submission.**

**Response: 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.

By: \_\_\_\_\_

*Melinda Bobbitt*  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 57-18DEC07 – *Night Vision Scopes* receipt of which is hereby acknowledged:

Company Name: NIGHT OPTICS USA, Inc.  
Address: 5122 BOLSA AVE, SUITE 101  
HUNTINGTON BEACH, CA 92649

Phone Number: (714) 899-4473 Fax Number: (714) 899-4485

E-Mail Address: dhenry@nightoptics.com

Authorized Representative Signature: David W. Henry Date: 7 DEC 2007

Authorized Representative Printed Name: DAVID W. HENRY

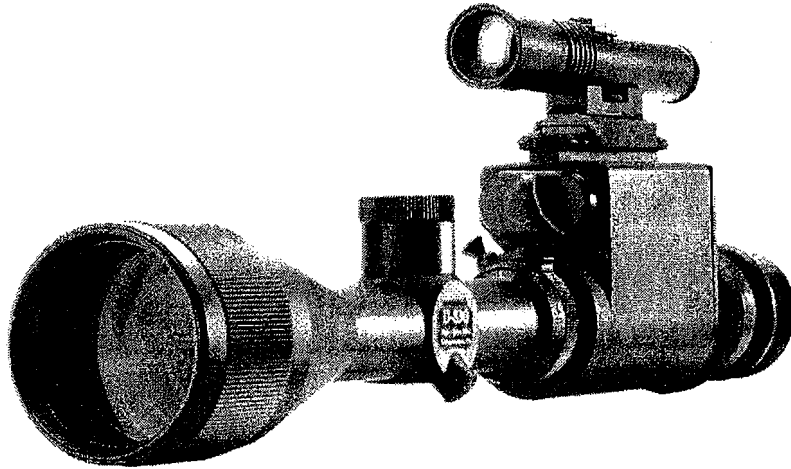


**Night Optics USA, Inc.**  
5122 Bolsa Ave. Suite 101  
Huntington Beach, CA 92649



# D-830 Multi-Purpose System

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- No Change in Zero between Day and Night
- No Change in Eye Relief
- Available in Superior GEN III or High Performance Gen 2+ configurations
- Maximum Recoil Rating - .375 H&H, .50 BMG and .416 Rigby
- Triplex Mil-Dot Ranging Reticle
- Rugged, Durable and Waterproof
- Operates on 2-AA batteries
- 30 Hours of Continuous Operation
- Optional Infrared Illuminator
- Optional 4x Magnification Lens
- Limited One-Year Warranty
- System Made in the U.S.A.

The unique design of the D-830 eliminates the need to purchase and maintain separate daytime and night vision weapon sights, spend zeroing time and ammunition, or carry separate weapons due to loss of zero settings when changing from day to night optics. This advanced, high-performance, 2.5-10 power rifle scope can be field transformed from day to night operation without tools in a matter of seconds.

The precision manufactured day and night eyepieces can be exchanged while the scope is still mounted with no change in zero. Large 56mm objective lens, ¼ MOA windage/elevation adjustments and a triplex Mil Dot ranging reticle ensure the clearest image and accuracy at the lowest light conditions.

Optional 4x lens allows for use of the night vision module as a night vision monocular.

# Technical Specifications

## D-830 Sight:

<b>Magnification:</b>	<b>2.5x to 10x</b>
<b>Reticule Type:</b>	<b>Triplex Mil-Dot</b>
<b>Lens System:</b>	<b>56 mm</b>
<b>f-number:</b>	<b>2.4</b>
<b>Field of View (F.O.V.):</b>	<b>6.6<sup>0</sup> to 2<sup>0</sup></b>
<b>Eyepiece Diopter Adjustment:</b>	<b>+6 to -4</b>
<b>Eyepiece Eye Relief:</b>	<b>27 mm</b>
<b>Power Requirement:</b>	<b>2 AA</b>
<b>Continuous Operation (night):</b>	<b>30 hours</b>
<b>Weight (w/Mask Assembly):</b>	<b>13.75 oz (day)/ 53 oz (night)</b>
<b>Immersion:</b>	<b>Waterproof</b>

## Image Intensifier Tube (export version\*):

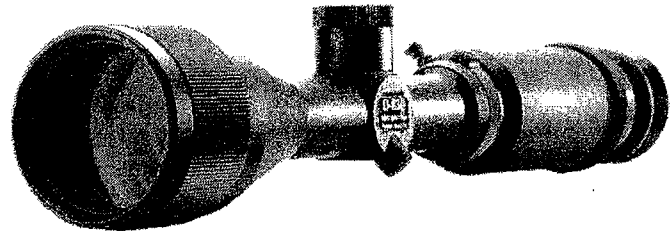
<b>Generation:</b>	<b>III</b>	<b>II+</b>
<b>Type</b>	<b>MX-10130/uv</b>	<b>xx1441</b>
<b>Photoresponse @ 2856<sup>0</sup>+50K:</b>	<b>1200 <math>\mu</math>A/l (min)</b>	<b>400 <math>\mu</math>A/l (min)</b>
<b>Photoresponse @ 880nm:</b>	<b>30 mA/Watt</b>	<b>15 mA/Watt</b>
<b>Gain @ 2x10-6FC:</b>	<b>20,000 to 40,000</b>	<b>12,000</b>
<b>Signal-Noise Ratio:</b>	<b>18:1 (min)</b>	<b>15:1 (min)</b>
<b>Resolution lp/mm:</b>	<b>51 (min)</b>	<b>51 (min)</b>

### Kit Components:

- Day Sight
- Night Vision Module
- 30 mm steel rings
- Soft Carrying Case
- Lens Tissue
- Operator Manual
- Batteries

### Optional Components:

- 30 mm throw lever rings
- Long Range IR Illuminator
- AN/PEQ-2 IR Illuminator/Designator
- 4x Lens



**D-830 Daytime Configuration**

**\*Figure of Merit (FOM) of the Image Tube utilized in the export version of the goggle cannot exceed 1250. FOM is calculated by multiplying Signal-to-Noise Ratio by Resolution of the image intensifier.**

Export of Night Vision is under the control of the Office of Munitions Control, U.S. Department of State and is subject to the International Traffic in Arms Regulations and falls under the International Traffic in Arms Regulation per title 22, Code of Federal Regulations (CFR), Parts 120-130.  
All foreign sales are subject of approval by the U.S. Department of State

Night Optics USA, Inc. 5122 Bolsa Avenue, Suite #101 Huntington Beach, CA 92649  
Phone: 714-899-4475 Fax: 714-89-4485 E Mail: info@nightoptics.com



**Night Optics USA, Inc.**  
5122 Bolsa Ave. Suite #101  
Huntington Beach, CA 92649  
USA

Tel: (800)306-4448  
(714)899-4475  
Fax: (714)899-4485  
[www.nightoptics.com](http://www.nightoptics.com)

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## **D-830 Warranty Information**

The D-830 is covered by a limited 2 year warranty from time of sale. The warranty is valid only for the original purchaser. The manufacturer warrants its products to be free from defects in material and workmanship during the warranty period. If the product proves to be defective during this period, the manufacturer will repair the original product or replace it with a like product at the sole discretion of the manufacturer.

This limited warranty does not cover:

1. Any product on which the serial number has been defaced, modified, or removed.
2. Any product that has experienced deterioration or a malfunction from: accidents, misuse, neglect, fire, water, lighting or other acts of nature, unauthorized product modification or failure to follow instructions supplied with the product, repair or attempted repair by anyone not authorized to do so, use of supplies or parts not meeting manufacturer's specifications, normal wear and tear, and/or extreme wear and tear caused by battlefield conditions or other extreme environments.

Customer is hereby notified that operation of this device during daylight hours or under excessive light conditions may permanently damage internal components and said damage will not be covered under this warranty. No other warranties, expressed or implied, are valid without an agreement in writing provided by the manufacturer. All shipping involved in warranty work/replacement is the sole responsibility of the purchaser.

Night Optics USA, Inc Technical Proposal for Bid #57-18DEC07

**Comparison Chart**

	<b>Solicitation</b>	<b>Night Optics D-830</b>	<b>Night Optics D-830 Comments</b>
Generation	3	3	Meets specification
Magnification	2.5x to 10x	2.5x to 10x	Meets specification
Combination Day/Night	YES	YES	Meets specification
MOA Adjustment	1/4	1/4	Meets specification
Mountable to Weapon System	Remington 700	Remington 700	Meets specification
Engagement Range	500 yds.	500 yds.	Meets specification
IR Illumination	Not needed	Weaver base for IR Attachment	Meets specification
Warranty	2-Years	2-Years	Meets specification



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 57-18DEC07 – Night Vision Scopes**

**ADDENDUM #1** - (Issued December 5, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

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

The County received the following questions and has supplied the following responses:

**1. Type of Weapon platform being used and anticipated.**

**Response:** These lights will be mounted to Remington 700's chambered in 308.

**2. Ranges and environment of anticipated use.**

**Response:** The most common ranges will be from approximately 40 yards to 100 yards. The County prefers capability of use out to 500 yards since we operate in a rural environment with open fields.

**3. Magnification desired.**

**Response:** Magnification needs to be variable with a minimum of 2.5x to 10x. A scope with variable power larger than 10x is also acceptable for bid.

**4. Dedicated Night Weapon Sight or Combo system.**

**Response:** This system must be a combo system. Any changes to make the scope capable of going from day vision to night vision can not affect the zero of the scope or the eye relief of the operator.

**5. Will system be capable of utilizing IR Illumination?**

**Response:** No need for IR illumination.

**6. Will a sample be required with bid submission.**

**Response: 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.

By: \_\_\_\_\_

  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Bid # **57-18DEC07 – Night Vision Scopes** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

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

Authorized Representative Printed Name: \_\_\_\_\_



**Request for Bid (RFB)**

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

**Melinda Bobbitt, CPPB, Director of Purchasing**  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymmo.org

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**Bid Data**

Bid Number: **57-18DEC07**  
Commodity Title: **Night Vision Scopes**

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

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**Bid Submission Address and Deadline**

Day / Date: **Tuesday, December 18, 2007**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

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

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**Bid Opening**

Day / Date: **Tuesday, December 18, 2007**  
Time: **10:30 A.M.**  
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  
"No Bid" Form**

## 1. Introduction and General Conditions of Bidding

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



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of two (2) Night Vision Scopes for the Boone County Sheriff’s Department Special Weapons and Tactics Team (SWAT) with all manufacturer’s standard equipment and those features as outlined below. The sights must be delivered with all necessary rings. Acceptable models would include the Aurora 8000, ATN 4-12x80 DNS 3 Day/Night Riflescope, D-830 2.5-10x56 Generation 3 Advanced Day/Night System, or equivalent.
- 2.2. **BACKGROUND INFORMATION**
  - 2.2.1. The primary responsibility of the Boone County Sheriff’s Department Special Weapons and Tactics Team (SWAT) is to successfully resolve difficult police situations, which are beyond the ordinary capabilities of enforcement personnel, through the use of specialized tactics, skills, and equipment. Many of these operations occur in low-light conditions, which require specific equipment.
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.3.1. **Quantity** - 2
  - 2.3.2. The night vision scopes must meet the following minimum technical specifications:
    - 2.3.2.1. Generation 3 or better,
    - 2.3.2.2. Must be able to either attach to an existing rifle scope to provide night vision qualities or replace the existing scope entirely and accommodate both day and night operations, and
    - 2.3.2.3. ¼ Minute of Angle (MOA) preferred, but 1/8 MOA is acceptable.
- 2.4. **WARRANTY REQUIREMENTS**
  - 2.4.1. All vendors must include a complete description of the warranty offered including labor, parts and materials.
- 2.5. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.6. **TESTING OPPORTUNITY** – The bidder must provide a local venue for the snipers to test the night vision scope. If the bidder is unable to secure a local venue for demonstration and testing, the bidder must be able to submit a sample scope to the Boone County Sheriff’s Department SWAT team for testing. The Boone County Sheriff’s Department will return all samples at the conclusion of the testing period.
- 2.7. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.7.1. **Bid Clarification-** Melinda Bobbitt, Director, Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone (573) 886-4391 or Fax (573) 886-4390 or Email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)
- 2.8. **DELIVERY** – Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.8.1. The vendor must state the delivery time once the order is received on the attached Response Form. Delivery times will be taken into consideration when making an award.
- 2.9. **ADDITIONAL TERMS AND CONDITIONS**
  - 2.9.1. Vendor to include product literature for the proposed night vision scope.
  - 2.9.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
  - 2.9.3. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.10. **BID SUBMISSION REQUIREMENTS**
  - 2.10.1. The bidder must include the following with their bid submittal:
    - 2.10.1.1. Night vision scope specifications,
    - 2.10.1.2. Copy of warranty,
    - 2.10.1.3. Location of testing venue or sample, and
    - 2.10.1.4. Delivery time.

**3. Response Presentation and Review**

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

Department

**4. Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

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

4.7.1. ( ) Corporation

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

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

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

4.8. PRICING				
		Quantity	Unit Price	Extended Total
4.8.1.	Night Vision Scopes per Section 2 including all necessary rings and delivery.	2	\$ _____	\$ _____
	Make: _____			
	Model: _____			
4.9.	<b>NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.10. WITH THE BID RESPONSE</b>			
4.10.	<b>Describe Any Deviations</b>			

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

4.11.1. Authorized Representative (Sign By Hand):

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

4.11.2. Print Name and Title of Authorized Representative

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

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

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



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

### ***Standard Terms and Conditions***

**Melinda Bobbitt**, CPPB, Director of Purchasing  
Phone: (573) 886-4391 – 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 Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

**Boone County Purchasing  
Melinda Bobbitt, CPPB  
Director of Purchasing**



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

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## “NO BID” RESPONSE FORM

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

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

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

Bid Number **57-18DEC07 -Night Vision Scopes**

(Business Name)	(Date)
(Address/P.O. Box)	(Telephone)
(City, State, Zip)	(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

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**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 85-11DEC07 – Crushed Stone Aggregate & Chip Seal Products as follows:

**Crushed Stone Aggregate – FOB Plant and Vendor Hauled:**

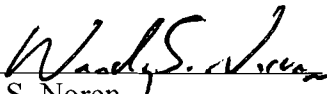
	Area 1	Area 2	Area 3	Area 4
Primary	Mid-MO Limestone-Riggs	Boone Quarries	Boone Quarries	Capital Quarries- Hwy 63 (*for items bid)
Secondary	Boone Quarries	Mid-MO Limestone-Riggs	Mid-MO Limestone- Millersburg	Boone Quarries
Tertiary	Mid-MO Limestone- Millersburg	Mid-MO Limestone- Millersburg	Mid-MO Limestone-Riggs	Mid-MO Limestone- Millersburg

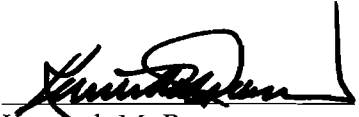
**Chip Seal Aggregate:**

Boone Quarries

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT  
FOR  
CRUSHED STONE AGGREGATE & CHIP SEAL PRODUCTS - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December, 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, LLC d/b/a/ Boone Quarries** 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 **Crushed Stone Aggregate and Chip Seal Products Term and Supply**, County of Boone Request for Bid for Crushed Stone Aggregate and Chip Seal Products Term and Supply, bid number **85-11DEC07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A through C, Addendums 1, 2, and 3, as well as the Contractor's bid response dated **December 6, 2007** and executed by **Art Sumpter** 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, addendums 1, 2 & 3, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - The contract period shall be **January 1, 2008 through December 31, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate - FOB Plant and Vendor Hauled** as follows:

- Area One - Secondary Contractor**
- Area Two - Primary Contractor**
- Area Three - Primary Contractor**
- Area Four - Secondary Contractor**

The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Chip Seal Aggregate**.

All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. The County will obtain **Crushed Stone Aggregate** from the primary supplier when it is in the best interest for Boone County and/or unless the primary supplier is unable to supply and/or haul material when and as needed by the County. In such case, the County will contact the secondary supplier. If the secondary supplier is unable to supply and/or haul material when and as needed by the County, then the County will contact the tertiary supplier.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by

County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

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

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

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

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

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

**CON-AGG OF MO, LLC,  
d.b.a. BOONE QUARRIES**

by Artis L. Supta  
title Sales  
address 2604 N. Stadium Blvd  
Columbia, Mo 65202-1271

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford 2040/26200/26201 - Term and Supply  
Signature by Jay Date 12/19/07 Appropriation Account



**4. Response Form**

- 4.1. Company Name: Con-Agg of MO, LLC d/b/a Boone Quarries
- 4.2. Address: 2604 N Stadium Blvd
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 573-446-0905
- 4.5. Fax Number: 573-446-2860
- 4.6. Federal Tax ID: 43-1765061

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

**4.7. BASE BID PRICING –Crushed Stone Aggregate - For the Furnishing and Delivery FOB Destination and FOB Plant.**

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
4.7.1.	RSB	75,000	\$ 4.22
4.7.2.	SR1	75,000	\$ 4.43
4.7.3.	SR1.5	95,000	\$ 4.43
4.7.4.	SR2.5	25,000	\$ 4.43
4.7.5.	CR.5	200	\$ 7.25
4.7.6.	CR.75	200	\$ 6.87
4.7.7.	CR1	25,000	\$ 6.33
4.7.8.	CR2	500	\$ 5.70
4.7.9.	CR3	5,500	\$ 5.70
4.7.10.	MS	8,500	\$ 3.50
4.7.11.	QR	4,500	\$ 5.27
4.7.12.	GQR	500	\$ 7.00
4.7.13.	SP	500	\$ 7.00
4.7.14.	WR	3,000	\$ 2.62
4.7.15.	GQR6X9	2,500	\$ 7.00
4.7.16.	GQR6X12	1,000	\$ 7.00
4.7.17.	SC.375	2,500	\$ 7.25
4.7.18.	SC.5	15,000	\$ 7.25
4.7.19.	SP=Spalls	1000	\$ 7.00
4.7.20.	Fill Material	1000	\$ 2.62
4.7.21.	Pugged Rock	1000	\$ .54 add-on cost/ton

**4.8. CHIP SEAL PRICING – FOB PLANT ONLY**

4.8.1.

DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
SC.375	2,500	\$ 7.25
SC.5	15,000	\$ 7.25

- 4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.  
10 % 2nd Year – 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009  
10 % 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010

4.10. **DELIVERY PRICING - for Crushed Stone Aggregate (NOT Chip Seal)** Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H
Fuel Price	<\$2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00	\$4.00 - <4.25	\$4.25 - <4.50
Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1. 0 - <5	2.06	2.20	2.33	2.45	2.47	2.50	2.52	2.54
4.10.2. 5 - <10	2.86	2.95	3.04	3.20	3.23	3.26	3.29	3.32
4.10.3. 10 - <15	3.35	3.43	3.52	3.70	3.74	3.77	3.81	3.84
4.10.4. 15 - <20	4.02	4.18	4.32	4.54	4.58	4.63	4.67	4.71
4.10.5. 20 - <25	4.73	4.92	5.06	5.32	5.37	5.42	5.47	5.52
4.10.6. 25 - <30	5.21	5.36	5.50	5.78	5.83	5.89	5.94	6.00
4.10.7. 30 - <35	6.09	6.24	6.39	6.71	6.78	6.84	6.91	6.97

4.11. Maximum Percentage Increase for Section 4.10.

10% 2nd Year – 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009

10% 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010

4.12. Location of Vendor's Plant(s):

Boone Quarries-West - 2510 N Stadium Blvd, Columbia, MO 65202

Boone Quarries-East - 3101 Creasy Springs Road, Columbia, MO 65202

Boone Quarries-North - 6791 Hwy V V, Columbia, MO 65202

4.13. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes  No

4.14. 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

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?

Yes  No

4.16. 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.

4.16.1. Authorized Representative (Sign By Hand):  
Art Sumpter

4.16.2. Type or Print Signed Name:  
Art Sumpter

4.16.3. Today's Date: 12/6/2007



BOONE COUNTY, MISSOURI  
Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term  
and Supply

**ADDENDUM #1 - Issued November 29, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Change paragraph 2.3.3. to read: Areas – In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County is divided into four geographical areas. Areas are shown on the attached map identified as the "Rock Bid Service Areas" (Attachment B). Area One (1) is north of Route 124. Area Two (2) is north of I70 and south of Route 124. Area Three (3) is south of I70 to Route M and Route Y. Area Four (4) is south of Route M and Route Y to the County line.
- II. Add the following language to Attachment C, under *Description*, following *1" Surface: Grade B only*.

By: \_\_\_\_\_

Melinda Bobbitt, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: 573-446-0905

Fax Number: 573-446-2860

Authorized Representative Signature: \_\_\_\_\_

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

Authorized Representative Printed Name: \_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #2 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Change paragraph 2.5.2.1. to read:  
 SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction - revised 1996. 2004 Section 1003.2.1. Grade C of the above manual shall apply to these items except the percentage of wear shall not exceed 30.
- II. Change Attachment C, item SC.5 specification number from "1003.2.2." to "1003.2.3."

By: 

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Bid # 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name:

Con-Agg of Mo LLC d/b/a Boone Quarries

Address:

2604 N. Stadium Blvd.  
Columbia, MO. 65202

Phone Number: 573-446-0905

Fax Number: 573-446-2860

Authorized Representative Signature: 

Date: 12-11-07

Authorized Representative Printed Name: ART SUMPTER



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #3 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Cancel Addendum #2 in its entirety.
- II. Change Attachment C, SC.375 and SC.5, source from MoDOT 2004 to MoDOT 1996.
- III. Change Bid Submission Date and Time to the following:

Day / Date: **THURSDAY – December 13, 2007**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
 Boone County Johnson Building  
 601 E. Walnut, Room 208  
 Columbia, MO 65201

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

- IV. Change Bid Opening Date and Time to the following:

***Bid Opening***

Day / Date: **THURSDAY– December 13, 2007**

Time: **1:30 P.M.**

Location / Address: Boone County Commission Chambers  
 Roger E. Wilson Government Center  
 801 E. Walnut  
 Columbia, MO 65201

By: \_\_\_\_\_

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Bid # 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: CON-AGG of Mo. LLC d/b/a Boone Quarries  
Address: 2604 N. Stadium Blvd.  
Columbia, Mo. 65202

Phone Number: 573-446-0905 Fax Number: 573-446-2860

Authorized Representative Signature: Art Sumpter Date: 12-12-07

Authorized Representative Printed Name: ART SUMPTER



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

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

Melinda Bobbitt, CPPB, Director  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
E-Mail: mbobbitt@boonecountymo.org

### ***Bid Data***

Bid Number: **85-11DEC07**  
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products Term and Supply**

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

#### ***Pre-Bid Meeting***

Day / Date: **Wednesday - November 28, 2007**  
Time: **1:15 p.m.**  
Location: Boone County Johnson Building  
601 E. Walnut, Room 213, Columbia, MO

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

Day / Date: **TUESDAY – December 11, 2007**  
Time: **9:15 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side.

#### ***Bid Opening***

Day / Date: **TUESDAY– December 11, 2007**  
Time: **9:30 A.M.**  
Location / Address: Boone County Commission Chambers  
Roger E. Wilson Government Center  
801 E. Walnut  
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
- Attachment A Percent Passing Sieve Sizes  
Attachment B Rock Bid Service Area Map  
Attachment C Current Rock Specifications  
Standard Terms and Conditions  
“No Bid” Response Form



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

- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2008 through December 31, 2008, and may be automatically renewed for an additional two (2) years 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 attached County's standard "boilerplate" Terms and Conditions for Contracts.
- 1.8. **Non-Collusion**: Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United States law.

## **2. Primary Specifications**

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- 2.1 **ITEMS TO BE PROVIDED** - A Term and Supply Contract for the Furnishing, Delivery and/or Pick-up of **Crushed Stone Aggregate** and the Pick-up of **Chip Seal Products** as detailed in the following specifications.
- 2.1.1 **Quantity** - All orders will be made on an "as needed basis." Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from Contractors for each area will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from any Contractor.
- 2.1.2. **Pre-Bid Conference** – A pre-bid conference will be held on Wednesday, November 28, 2007, at 1:15 p.m. in the Boone County Johnson Building, 601 E. Walnut, Room 213, Columbia, MO 65201.
- 2.1.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of this RFB since it will be used as the agenda for the pre-bid conference.
- 2.2 **CONTRACT REQUIREMENTS**
- 2.2.1 **Contract Duration** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renewal for two (2) additional, one-year periods following expiration of the first contract period.
- 2.2.2 **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.3 **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.
- 2.3 **GENERAL INFORMATION**
- 2.3.1. Pricing is requested in multiple formats. 1) Furnish Crushed Stone Aggregate - F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant and; 2) Furnish and deliver crushed stone aggregate - F.O.B. Destination – delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs; 3) Chip Seal Products – F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal product from the plant.
- 2.3.1.1. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
- 2.3.1.2. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul crushed stone aggregate at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor for each area and may also award secondary contractors.
- 2.3.1.3. In order to be considered for award, Bidder **must** bid all crushed stone aggregate described in paragraphs 2.4.2.1 (RSB); 2.4.2.2 (SR1); 2.4.2.3 (SR1.5); 2.4.2.4 (SR2.5); and 2.4.2.6 (CR1). Bidder may be excluded from award if they do not bid all crushed stone aggregate items.
- 2.3.2 **Delivery Route** – Boone County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage

may be determined by available internet software such as “mappoint.com” or “mapquest.com”, by GIS software, or by odometer. If a vendor has more than one quarry location, service would typically be expected from the closest quarry but delivery may be from another location based on vendor operational efficiencies.

2.3.3. **Areas** – In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County is divided into four geographical areas. Areas are shown on the attached map identified as the “Rock Bid Service Areas” (Attachment B). Area One (1) is north of Route 124. Area Two (2) is north of I70 and south of Route 124. Area Three (3) is south of I70 to the County line. Area Four (4) is south of Route M and Route Y to the County line.

2.4. **CRUSHED STONE AGGREGATE TECHNICAL SPECIFICATIONS**

2.4.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96, the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed 6 percent.

- 2.4.1.1. **Deleterious rock and shale - 6.0 percent by weight**
- 2.4.1.2. **Mud balls - 2.5 percent by weight**
- 2.4.1.3. **Other foreign materials - 1 percent by weight**

2.4.2. Descriptions of Abbreviations – also see Attachment A for additional specifications.	AASHTO T96 Minimum Hardness
2.4.2.1. <b>RSB = Roll Stone Base</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.2. <b>SR1 = 1” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.3. <b>SR1.5 = 1-1/2” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.4. <b>SR2.5 = 2-1/2” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.5. <b>CR.5 = ½” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes.	<b>45</b>
2.4.2.6. <b>CR1 = 1” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.7. <b>CR2 = 2” Clean Rock</b> – See Attachment A – Percent Passing Sieve Sizes – ASTM #3	<b>45</b>
2.4.2.8. <b>CR3 = 3” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.9. <b>MS = Manufactured “Stone” Sand</b> - Class D sand as described in section 102.2.3 of the Missouri Standard Specifications for Highway Construction - 1996.	<b>60</b>
2.4.2.10. <b>QR = Quarry Run</b> - Quarry run, RipRap or Shot Rock – Accepted upon visual inspection.	<b>60</b>
2.4.2.11. <b>GQR = Graded Quarry Run</b> - Same as QR except stones are of a uniform size, 9”to 15” stones are acceptable.	<b>60</b>
2.4.2.12. <b>GQR6x9 = Graded Quarry Run 6” x 9”</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.13. <b>GQR6x12 = Graded Quarry Run 6”x 12”</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.14. <b>SP = Spalls</b> - 3”x 8” accepted upon visual inspection.	<b>60</b>
2.4.2.15. <b>WR = Waste Rock</b> - By-products of the crushing process, accepted upon visual inspection.	<b>60</b>
2.4.2.16. <b>Fill Material (Stripping from quarry)</b>	
2.4.2.17. <b>Pugged Rock</b> (“water added” to one of other rock types specified herein as	

	requested by Boone County)	
2.5.	<b>CHIP SEAL PRODUCT TECHNICAL SPECIFICATIONS</b>	
2.5.1.	<b>SC.375 = 3/8" Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes</b>	<b>30</b>
2.5.2.	<b>SC.5 = 1/2" Seal Coat Chips – See Attachment A – Percent Passing Sieve Sizes</b>	<b>30</b>

- 2.5.2.1. **CHIP SEAL SPECIFICATIONS:**  
 SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction – 1996. Section 1003.1 of the above manual shall apply to these items except the percentage of wear shall not exceed 30.
- 2.5.2.2. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.
- 2.6. **CRUSHED STONE AGGREGATE TESTING REQUIREMENTS**
- 2.6.1 The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this Bid Specification. Hardness testing may be performed and shall conform to Bid specifications.
- 2.6.2 Material, which fails to comply with specifications, shall not be sold to the County. If material is received by, or delivered to, the County and incorporated into work in progress; the Contractor shall reimburse the County for all deficient material at the rate of 50% per unit price bid herein for every ton of deficient material.
- 2.6.3 The Boone County Public Works Director, or his authorized representative, shall determine the extent and volume of deficient material and notify the contractor of deficiencies.
- 2.6.4 When material is found deficient and the contractor cannot supply the required material per bid specifications, the County reserves the right to procure material from the next lowest Contractor.
- 2.7.1 **Billing Code** – The Billing Code shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
- 2.7.2 **Invoicing** – The County desires to receive one weekly invoice that itemizes the job site areas and provides supporting detail for each load that is delivered or picked-up in addition to receiving a monthly statement. The County prefers **computerized billing**.
- 2.8 **DESIGNEE** – Boone County Public Works Department, Chip Estabrooks, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.8.1 **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, CPPB, 601 E. Walnut, Room 208, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org. Telephone: (573) 886-4391.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during

the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

### **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." 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** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing*.
- 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. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
  - 3.5.3. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
  - 3.5.4. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

## Attachment A

### Percent Passing Sieve Sizes

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 10	No.30	No.200
RSB					100		60-90		35-60		10-35	
SR1					100			65*		5-25		
SR1.5				95-100	95		25-60		0-20			
SR2.5		90-100			45-60				0-20			
CR.5						100	75*			10-30	0-5	
CR1				100	95-100			15-45	0-5			
CR2				95-100	80-90		0-10					
CR3	100	90-100	35-70	0-15		0-5						
SC.375							100	80-100	0-5			
SC.5						100	90-100	30-65	0-5			
GQR6 X9												
GQR6												

- indicates maximum permitted
- GQR6X9 and GQR6 per Section 2.4.2.12. and 2.4.2.13.:

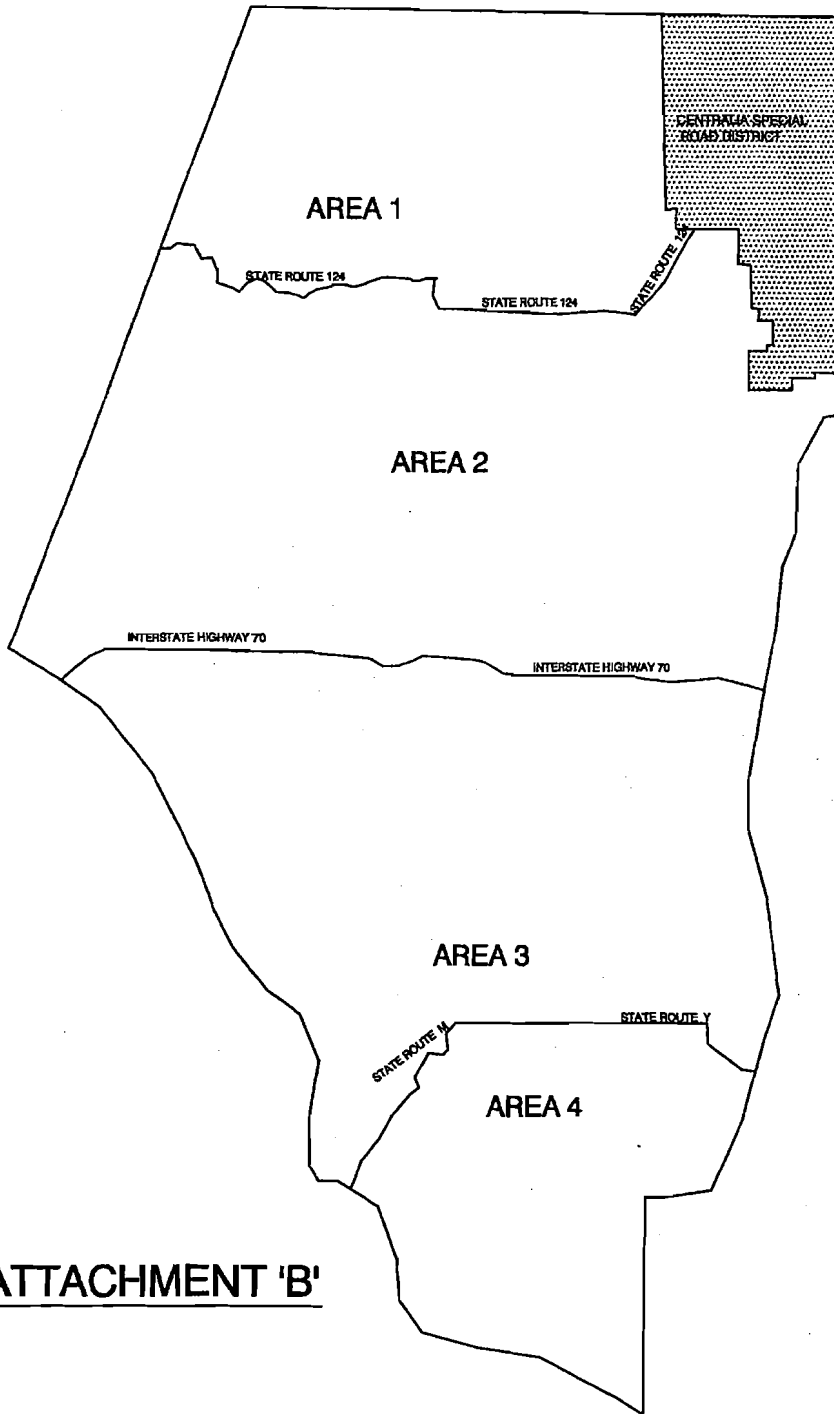
#### GQR6X9

100% passing < 9" diameter by weight  
 30% passing < 6" diameter by weight  
 10% passing < 3" diameter by weight  
 Also accepted upon visual inspection.

#### GQR6

100% passing < 12" diameter by weight  
 30% passing < 9" diameter by weight  
 10% passing < 3" diameter by weight  
 Also accepted upon visual inspection.

# ROCK BID SERVICE AREAS



ATTACHMENT 'B'



## Boone County Public Works

## Current Rock Specifications (2004)

Item	Description	Specification No.	Source	Modifications
RSB	Rolled Stone Base	1007.1	MoDOT - 2004	None
SR1	1" Surface	1006.2	MoDOT - 2004	None
SR1.5	1-1/2" Surface	#57	ASTM	None
SR2.5	2-1/2" Surface	#24	ASTM	Yes
CR.5	1/2" Clean	#68	ASTM	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2-3	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2-2	MoDOT - 2004	None

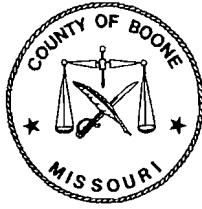


## *Standard Terms and Conditions*

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

**Melinda Bobbitt, CPPB**  
Phone: (573) 886-4391- Fax (573) 886-4390  
E-mail: mbobbitt@boonecountymo.org

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



*"No Bid" Response Form*

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

Melinda Bobbitt, CPPB, Director  
(573) 886-4391- 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: 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

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

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

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

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

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

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
CRUSHED STONE AGGREGATE - TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December, 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid-Missouri Limestone, Inc. (Riggs Quarry and Millersburg Quarry)** 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 **Crushed Stone Aggregate Term and Supply**, County of Boone Request for Bid **85-11DEC07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachments A through C, Addendums 1, 2, and 3, as well as the Contractor's bid response dated **December 10, 2007** and executed by **K. Douglas Mertens** 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Attachments A through C, addendums 1, 2 & 3, and the Standard Terms and Conditions, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** – The contract period shall be **January 1, 2008 through December 31, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year** periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Crushed Stone Aggregate** as follows:

- Area One – Riggs Quarry - Primary Contractor**
- Area One – Millersburg Quarry – Tertiary Contractor**
- Area Two – Riggs Quarry - Secondary Contractor**
- Area Two - Millersburg Quarry – Tertiary Contractor**
- Area Three - Millersburg Quarry – Secondary Contractor**
- Area Three – Riggs Quarry - Tertiary Contractor**
- Area Four - Millersburg Quarry – Tertiary Contractor**

All products under this contract shall be in conformity with the bid specifications and contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. The County will obtain **Crushed Stone Aggregate** from the primary supplier when it is in the best interest of Boone County and/or unless the primary supplier is unable to supply and/or haul material when and as needed by the County. In such case, the County will contact the secondary supplier. If the secondary supplier is unable to supply and/or haul material when and as needed by the County, then the County will contact the tertiary supplier.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination as soon as practicable after orders are received to the designated location in conformity with the contract documents for the specific items bid and awarded to Contractor. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Contractor at Contractor's expense.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

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

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

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

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

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

**MID-MISSOURI LIMESTONE, INC.**

by [Signature]  
title Sec. / Treasurer  
address P.O. Box 52  
Kingdom City Mo 65262

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature] No encumbrance required 12/19/07 2040-26200/26201 Term/Supply  
Signature by [Signature] Date Appropriation Account

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KH  
MERTE-1

DATE (MM/DD/YYYY)  
06/13/07

<b>PRODUCER</b>  Conley-Myers Ins. Agency, Inc. 200 East Southampton Drive Columbia MO 65203 Phone: 573-875-4800 Fax: 573-875-4514	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Mertens L.L.C. Mertens Construction Co. Inc. P.O. Box 52/5660 Old US Hwy.40 Kingdom City MO 65262	INSURER A: Bituminous Insurance Companies	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLP3242434	05/31/07	05/31/08	EACH OCCURRENCE	\$ 1000000		
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000		
						MED EXP (Any one person)	\$ 5000		
						PERSONAL & ADV INJURY	\$ 1000000		
						GENERAL AGGREGATE	\$ 2000000		
						PRODUCTS - COMP/OP AGG	\$ 2000000		
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP 3513211	05/31/07	05/31/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000		
						BODILY INJURY (Per person)	\$		
						BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$		
						OTHER THAN EA ACC	\$		
						AUTO ONLY: AGG	\$		
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CUP2581170	05/31/07	05/31/08	EACH OCCURRENCE	\$ 10,000,000		
						AGGREGATE	\$ 10,000,000		
							\$		
							\$		
							\$		
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3513210	05/31/07	05/31/08	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> </table> E.L. EACH ACCIDENT	WC STATUTORY LIMITS	OTHER	\$ 1000000
WC STATUTORY LIMITS	OTHER								
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000		
						E.L. DISEASE - POLICY LIMIT	\$ 1000000		
		OTHER							

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

<b>CERTIFICATE HOLDER</b>  BOONE18  Boone County Purchasing Charla 601 East Walnut, 2nd Floor Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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  J. Dudley Trice
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## **IMPORTANT**

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

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

**4. Response Form**

- 4.1. Company Name: Mid-Missouri Limestone, Inc.
- 4.2. Address: P.O. Box 52, Kingdom City, MO 65262
- 4.3. City/Zip: Kingdom City, MO 65262
- 4.4. Phone Number: 573-642-1200
- 4.5. Fax Number: 573-642-9766
- 4.6. Federal Tax ID: 43-1228278

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

**4.7. BASE BID PRICING –Crushed Stone Aggregate - For the Furnishing and Delivery FOB Destination and FOB Plant.**

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
4.7.1.	RSB	75,000	\$ 4.50
4.7.2.	SR1	75,000	\$ 5.40
4.7.3.	SR1.5	95,000	\$ 6.00
4.7.4.	SR2.5	25,000	\$ 5.40
4.7.5.	CR.5	200	\$ 7.00
4.7.6.	CR.75	200	\$ 7.00
4.7.7.	CR1	25,000	\$ 7.00
4.7.8.	CR2	500	\$ 6.00
4.7.9.	CR3	5,500	\$ 6.25
4.7.10.	MS	8,500	\$ 7.50
4.7.11.	QR	4,500	\$ 4.75
4.7.12.	GQR	500	\$ 7.00
4.7.13.	SP	500	\$ 6.50
4.7.14.	WR	3,000	\$ 2.75
4.7.15.	GQR6X9	2,500	\$ 7.50
4.7.16.	GQR6X12	1,000	\$ 7.50
4.7.17.	SC.375	2,500	\$ 14.00 *1996 Spec
4.7.18.	SC.5	15,000	\$ 12.00* 1996 Spec
4.7.19.	SP=Spalls	1000	\$ 6.50
4.7.20.	Fill Material	1000	\$ 2.50
4.7.21.	Pugged Rock	1000	\$ .25 add-on cost/ton

*Riggs Only com  
Riggs Only com*

**4.8. CHIP SEAL PRICING – FOB PLANT ONLY**

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
4.8.1.	SC.375	2,500	\$ 14.00 *1996 Spec
	SC.5	15,000	\$ 12.00 *1996 Spec

*Riggs Only com  
Riggs Only com*

**4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.**

- 5 % 2nd Year– 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009
- 5 % 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010



**4.10. DELIVERY PRICING - for Crushed Stone Aggregate (NOT Chip Seal)** Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H
Final Price	<\$2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00	\$4.00 - <4.25	\$4.25 - <4.50
Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1. 0 - <5	2.00	2.10	2.23	2.36	2.49	2.62	2.75	2.88
4.10.2. 5 - <10	2.90	3.00	3.13	3.26	3.39	3.52	3.65	3.78
4.10.3. 10 - <15	3.75	3.85	3.98	4.11	4.24	4.37	4.50	4.63
4.10.4. 15 - <20	4.25	4.35	4.48	4.61	4.74	4.87	5.00	5.13
4.10.5. 20 - <25	4.75	4.85	4.98	5.11	5.24	5.37	5.50	5.63
4.10.6. 25 - <30	5.25	5.35	5.48	5.61	5.74	5.87	6.00	6.13
4.10.7. 30 - <35	5.75	5.85	5.98	6.11	6.24	6.37	6.50	6.63

4.11. Maximum Percentage Increase for Section 4.10.

4 % 2nd Year – 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009

4 % 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010

4.12. Location of Vendor's Plant(s):

\_\_\_\_\_

Millersburg & Riggs

\_\_\_\_\_

4.13. Will you honor these prices for any new or acquired plant opened during the contract term?

Yes  No

4.14. 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

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?

Yes  No

4.16. **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.**

4.16.1. Authorized Representative (Sign By Hand):

  
\_\_\_\_\_

4.16.2. Type or Print Signed Name:

K. Douglas Mertens, Secretary/Treasurer  
\_\_\_\_\_

4.16.3. Today's Date: 12/10/2007



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #1 - Issued November 29, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

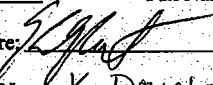
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. Change paragraph 2.3.3. to read: **Areas** - In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County is divided into four geographical areas. Areas are shown on the attached map identified as the "Rock Bid Service Areas" (Attachment B). Area One (1) is north of Route 124. Area Two (2) is north of I70 and south of Route 124. Area Three (3) is south of I70 to Route M and Route Y. Area Four (4) is south of Route M and Route Y to the County line.
- II. Add the following language to Attachment C, under *Description*, following *1" Surface: Grade B* only.

By: 

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: Mid-Missouri Limestone Inc  
Address: P.O. Box 52  
Kingdom City, MO 65262  
Phone Number: 573-642-1200 Fax Number: 573-642-9766  
Authorized Representative Signature:  Date: 12/10/07  
Authorized Representative Printed Name: K. Douglas Mertens



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #2 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Change paragraph 2.5.2.1. to read:  
 SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction – revised 1996. 2004 Section 1003.2.1. Grade C of the above manual shall apply to these items except the percentage of wear shall not exceed 30.
- II. Change Attachment C, item SC.5 specification number from "1003.2.2." to "1003.2.3."

By: \_\_\_\_\_

*Melinda Bobbitt*  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: Mid-Missouri Limestone, Inc.  
 Address: P.O. Box 52  
Kingdon City Mo 65262

Phone Number: 573-642-1200 Fax Number: 573-642-9766

Authorized Representative Signature: *K. Douglas Mertens* Date: 12/11/07

Authorized Representative Printed Name: K. Douglas Mertens Sec. / Treasurer



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #3 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Cancel Addendum #2 in its entirety.
- II. Change Attachment C, SC.375 and SC.5, source from MoDOT 2004 to MoDOT 1996.
- III. Change Bid Submission Date and Time to the following:

Day / Date: **THURSDAY – December 13, 2007**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

- IV. Change Bid Opening Date and Time to the following:

***Bid Opening***

Day / Date: THURSDAY– December 13, 2007

Time: 1:30 P.M.

Location / Address: Boone County Commission Chambers  
Roger E. Wilson Government Center  
801 E. Walnut  
Columbia, MO 65201


By: \_\_\_\_\_

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: Mid-Missouri Limestone, Inc.  
Address: P.O. Box 52  
Kingdom City MO 65262

Phone Number: 573-642-1200 Fax Number: 573-642-9766

Authorized Representative Signature:  Date: 12/11/07

Authorized Representative Printed Name: K. Douglas Mertens Sec. / Treas.

**BID TABULATION - 85-11DEC07 - Crushed Stone Aggregate and Chip Seal Products**

		Boone Quarries	Riggs Quarry	Mid-Missouri Limestone	Capital Quarries	Capital Quarries - Alternate Bid
	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton
4.7.1.	RSB	75000				
4.7.2.	SR1	75000				
4.7.3.	SR1.5	95000				
4.7.4.	SR2.5	25000				
4.7.5.	CR.5	200				
4.7.6.	CR.75	200				
4.7.7.	CR1	25000				
4.7.8.	CR 2	500				
4.7.9.	CR3	5500				
4.7.10.	MS	8500				
4.7.11.	QR	4500				
4.7.12.	GQR	500				
4.7.13.	SP	500				
4.7.14.	WR	3000				
4.7.15.	GQR6x9	2500				
4.7.16.	GQR6x12	1000				
4.7.17.	SC.375	2500				
4.7.18.	SC.5	1500				
4.7.19.	SP=Spalls	1000				
4.7.20.	Fill Material	1000				
4.7.21.	Plugged Rock	1000				

**4.8. Chip Seal Pricing - FOB Plant Only**

			Boone Quarries	Riggs Quarry	Mid-Missouri Limestone	Capital Quarries	Capital Quarries - Alternate Bid
4.8.1.	Descriptions	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton	Unit Price Per Ton
	SC.375	2500					
	SC.5	15000					
<b>4.9.</b>	<b>Maximum Percentage Increase</b>						
	Percentage increase for 1st						
	Percentage increase for 2nd						

**Mid-Missouri Limestone**

Schedule	A	B	C	D	D	F	G	H
<b>Fuel Price</b>	<\$2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.25 - <3.50	\$3.75 - <4.00	\$4.00 - <4.25	\$4.25 - <4.50
<b>Distance (Miles)</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>	<b>\$ / Ton</b>
4.10.1.	0 - <5							
4.10.2.	5 - <10							
4.10.3.	10 - <15							
4.10.4.	15 - <20							
4.10.5.	20 - < 25							
4.10.6.	25 - <30							
4.10.7.	30 - <35							
4.10.8.	35 - <40							









**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #3 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Cancel Addendum #2 in its entirety.
- II. Change Attachment C, SC.375 and SC.5, source from MoDOT 2004 to MoDOT 1996.
- III. Change Bid Submission Date and Time to the following:

Day / Date: **THURSDAY – December 13, 2007**

Time: **1:15 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

- IV. Change Bid Opening Date and Time to the following:

***Bid Opening***

Day / Date: THURSDAY– December 13, 2007

Time: 1:30 P.M.

Location / Address: Boone County Commission Chambers  
Roger E. Wilson Government Center  
801 E. Walnut  
Columbia, MO 65201

By: \_\_\_\_\_

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

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

Authorized Representative Printed Name: \_\_\_\_\_




**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #2 - Issued December 11, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Change paragraph 2.5.2.1. to read:  
SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction – revised 1996. **2004 Section 1003.2.1. Grade C** of the above manual shall apply to these items except the percentage of wear shall not exceed 30.
  
- II. Change Attachment C, item SC.5 specification number from "1003.2.2." to "1003.2.3."

By:   
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

**ADDENDUM #1 - Issued November 29, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

- I. Change paragraph 2.3.3. to read: **Areas** – In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County is divided into four geographical areas. Areas are shown on the attached map identified as the "Rock Bid Service Areas" (Attachment B). Area One (1) is north of Route 124. Area Two (2) is north of I70 and south of Route 124. Area Three (3) is south of I70 to **Route M and Route Y**. Area Four (4) is south of Route M and Route Y to the County line.
  
- II. Add the following language to Attachment C, under *Description*, following *1" Surface: Grade B only*.

By: \_\_\_\_\_

**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



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

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

Melinda Bobbitt, CPPB, Director  
Phone: (573) 886-4391 – Fax: (573) 886-4390  
E-Mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

### ***Bid Data***

Bid Number: **85-11DEC07**  
Commodity Title: **Crushed Stone Aggregate and Chip Seal Products Term and Supply**

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

#### ***Pre-Bid Meeting***

Day / Date: **Wednesday - November 28, 2007**  
Time: **1:15 p.m.**  
Location: Boone County Johnson Building  
601 E. Walnut, Room 213, Columbia, MO

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

Day / Date: **TUESDAY – December 11, 2007**  
Time: **9:15 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side.

#### ***Bid Opening***

Day / Date: **TUESDAY– December 11, 2007**  
Time: **9:30 A.M.**  
Location / Address: Boone County Commission Chambers  
Roger E. Wilson Government Center  
801 E. Walnut  
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
- Attachment A: Percent Passing Sieve Sizes
- Attachment B: Rock Bid Service Area Map
- Attachment C: Current Rock Specifications  
Standard Terms and Conditions  
"No Bid" Response Form

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

- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2008 through December 31, 2008, and may be automatically renewed for an additional two (2) years 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 attached County's standard "boilerplate" Terms and Conditions for Contracts.
- 1.8. **Non-Collusion**: Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United States law.



## 2. Primary Specifications

- 2.1 **ITEMS TO BE PROVIDED** - A Term and Supply Contract for the Furnishing, Delivery and/or Pick-up of **Crushed Stone Aggregate** and the Pick-up of **Chip Seal Products** as detailed in the following specifications.
- 2.1.1 **Quantity** - All orders will be made on an "as needed basis." Quantities for each item in the specifications are approximate quantities for overall County use based on historical data. Quantities purchased from Contractors for each area will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from any Contractor.
- 2.1.2. **Pre-Bid Conference** - A pre-bid conference will be held on Wednesday, November 28, 2007, at 1:15 p.m. in the Boone County Johnson Building, 601 E. Walnut, Room 213, Columbia, MO 65201.
- 2.1.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of this RFB since it will be used as the agenda for the pre-bid conference.
- 2.2 **CONTRACT REQUIREMENTS**
- 2.2.1 **Contract Duration** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renewal for two (2) additional, one-year periods following expiration of the first contract period.
- 2.2.2 **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.3 **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.
- 2.3 **GENERAL INFORMATION**
- 2.3.1. Pricing is requested in multiple formats. 1) Furnish Crushed Stone Aggregate - F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul crushed stone aggregate from the plant and; 2) Furnish and deliver crushed stone aggregate - F.O.B. Destination - delivery of crushed stone aggregate to designated Boone County site to include labor and transportation costs; 3) Chip Seal Products - F.O.B. Point of Origin (Vendor's Plant). The County will pick up and haul chip seal product from the plant.
- 2.3.1.1. The County reserves the right to award to more than one (1) supplier. The Boone County Public Works department will purchase products from the plant offering the most competitive pricing as determined by the hauling cost and/or unit price per ton as bid by vendor. Boone County will evaluate the total cost from each plant and will purchase crushed stone aggregate from the source that constitutes the most economical purchase for the delivery site (as determined by Boone County).
- 2.3.1.2. The County reserves the right at all times to obtain materials from the Bidder submitting the next lowest bid in the event the awarded Contractor is unable to supply and/or haul material when and as needed by the County. Each Bidder submitting a bid agrees it will supply and/or haul crushed stone aggregate at the prices indicated in its bid in the event of such contingency. The County will award a primary contractor for each area and may also award secondary contractors.
- 2.3.1.3. In order to be considered for award, Bidder **must** bid all crushed stone aggregate described in paragraphs 2.4.2.1 (RSB); 2.4.2.2 (SR1); 2.4.2.3 (SR1.5); 2.4.2.4 (SR2.5); and 2.4.2.6 (CR1). Bidder may be excluded from award if they do not bid all crushed stone aggregate items.
- 2.3.2 **Delivery Route** - Boone County reserves the right to specify the delivery route to each job. Delivery routes should typically be on paved roads as much as possible. Delivery route mileage

may be determined by available internet software such as “mappoint.com” or “mapquest.com”, by GIS software, or by odometer. If a vendor has more than one quarry location, service would typically be expected from the closest quarry but delivery may be from another location based on vendor operational efficiencies.

- 2.3.3. **Areas** – In order for the County to obtain needed rock in place at all locations within Boone County and in the most cost effective manner, the County is divided into four geographical areas. Areas are shown on the attached map identified as the “Rock Bid Service Areas” (Attachment B). Area One (1) is north of Route 124. Area Two (2) is north of I70 and south of Route 124. Area Three (3) is south of I70 to the County line. Area Four (4) is south of Route M and Route Y to the County line.

2.4. **CRUSHED STONE AGGREGATE TECHNICAL SPECIFICATIONS**

- 2.4.1. Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96, the percentage of wear shall not exceed as indicated in the tables below. The percentage of deleterious substances shall not exceed the following values and the sum of percentages shall not exceed 6 percent.

- 2.4.1.1. **Deleterious rock and shale - 6.0 percent by weight**

- 2.4.1.2. **Mud balls - 2.5 percent by weight**

- 2.4.1.3. **Other foreign materials - 1 percent by weight**

2.4.2. <b>Descriptions of Abbreviations – also see Attachment A for additional specifications.</b>	<b>AASHTO T96 Minimum Hardness</b>
2.4.2.1. <b>RSB = Roll Stone Base</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.2. <b>SR1 = 1” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.3. <b>SR1.5 = 1-1/2” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.4. <b>SR2.5 = 2-1/2” Minus Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.5. <b>CR.5 = ½” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes.	<b>45</b>
2.4.2.6. <b>CR1 = 1” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.7. <b>CR2 = 2” Clean Rock</b> – See Attachment A – Percent Passing Sieve Sizes – ASTM #3	<b>45</b>
2.4.2.8. <b>CR3 = 3” Clean Crushed Stone</b> – See Attachment A – Percent Passing Sieve Sizes	<b>45</b>
2.4.2.9. <b>MS = Manufactured “Stone” Sand</b> - Class D sand as described in section 102.2.3 of the Missouri Standard Specifications for Highway Construction - 1996.	<b>60</b>
2.4.2.10. <b>QR = Quarry Run</b> - Quarry run, RipRap or Shot Rock – Accepted upon visual inspection.	<b>60</b>
2.4.2.11. <b>GQR = Graded Quarry Run</b> - Same as QR except stones are of a uniform size, 9”to 15” stones are acceptable.	<b>60</b>
2.4.2.12. <b>GQR6x9 = Graded Quarry Run 6” x 9”</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.13. <b>GQR6x12 = Graded Quarry Run 6”x 12”</b> – See Attachment A – Percent Passing Sieve Sizes	<b>60</b>
2.4.2.14. <b>SP = Spalls</b> - 3”x 8” accepted upon visual inspection.	<b>60</b>
2.4.2.15. <b>WR = Waste Rock</b> - By-products of the crushing process, accepted upon visual inspection.	<b>60</b>
2.4.2.16. <b>Fill Material</b> (Stripping from quarry)	
2.4.2.17. <b>Pugged Rock</b> (“water added” to one of other rock types specified herein as	

	requested by Boone County)	
2.5.	<b>CHIP SEAL PRODUCT TECHNICAL SPECIFICATIONS</b>	
2.5.1.	<b>SC.375 = 3/8" Seal Coat Chips</b> – See Attachment A – Percent Passing Sieve Sizes	<b>30</b>
2.5.2.	<b>SC.5 = 1/2" Seal Coat Chips</b> – See Attachment A – Percent Passing Sieve Sizes	<b>30</b>

- 2.5.2.1. **CHIP SEAL SPECIFICATIONS:**  
 SC.375 and SC.5 are grades 3 and 2 respectively, as found in the Missouri Standard Specifications for Highway Construction – 1996. Section 1003.1 of the above manual shall apply to these items except the percentage of wear shall not exceed 30.
- 2.5.2.2. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.
- 2.6. **CRUSHED STONE AGGREGATE TESTING REQUIREMENTS**
- 2.6.1 The Contractor shall be required to allow Boone County or its representative to test materials during normal working hours to assure compliance with any and all requirements stated in this Bid Specification. Hardness testing may be performed and shall conform to Bid specifications.
- 2.6.2 Material, which fails to comply with specifications, shall not be sold to the County. If material is received by, or delivered to, the County and incorporated into work in progress; the Contractor shall reimburse the County for all deficient material at the rate of 50% per unit price bid herein for every ton of deficient material.
- 2.6.3 The Boone County Public Works Director, or his authorized representative, shall determine the extent and volume of deficient material and notify the contractor of deficiencies.
- 2.6.4 When material is found deficient and the contractor cannot supply the required material per bid specifications, the County reserves the right to procure material from the next lowest Contractor.
- 2.7.1 **Billing Code** – The Billing Code shall be the item number that the vendor normally uses when billing for the designated material. All units shall be stated in tons unless otherwise noted.
- 2.7.2 **Invoicing** – The County desires to receive one weekly invoice that itemizes the job site areas and provides supporting detail for each load that is delivered or picked-up in addition to receiving a monthly statement. The County prefers **computerized billing**.
- 2.8 **DESIGNEE** – Boone County Public Works Department, Chip Estabrooks, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.8.1 **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, CPPB, 601 E. Walnut, Room 208, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org. Telephone: (573) 886-4391.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during

the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

3. ***Response Presentation and Review***

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- 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." 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** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing*.
- 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. A major factor of the determination of the lowest and best bid for the FOB Plant award will be the cost per ton of rock product and the physical location of the plant for the average haul distance.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.4. In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

4. **Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_

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

4.7. **BASE BID PRICING –Crushed Stone Aggregate - For the Furnishing and Delivery FOB Destination and FOB Plant.**

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
4.7.1.	RSB	75,000	\$
4.7.2.	SR1	75,000	\$
4.7.3.	SR1.5	95,000	\$
4.7.4.	SR2.5	25,000	\$
4.7.5.	CR.5	200	\$
4.7.6.	CR.75	200	\$
4.7.7.	CR1	25,000	\$
4.7.8.	CR2	500	\$
4.7.9.	CR3	5,500	\$
4.7.10.	MS	8,500	\$
4.7.11.	QR	4,500	\$
4.7.12.	GQR	500	\$
4.7.13.	SP	500	\$
4.7.14.	WR	3,000	\$
4.7.15.	GQR6X9	2,500	\$
4.7.16.	GQR6X12	1,000	\$
4.7.17.	SC.375	2,500	\$
4.7.18.	SC.5	15,000	\$
4.7.19.	SP=Spalls	1000	\$
4.7.20.	Fill Material	1000	\$
4.7.21.	Pugged Rock	1000	\$ add-on cost/ton

4.8. **CHIP SEAL PRICING – FOB PLANT ONLY**

	DESCRIPTION	Unit of Measure Tons APPROXIMATE QUANTITY	UNIT PRICE PER TON
4.8.1.	SC.375	2,500	\$
	SC.5	15,000	\$

- 4.9. Maximum Percentage Increase for Sections 4.7. and 4.8.  
 \_\_\_\_\_ % 2nd Year– 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009  
 \_\_\_\_\_ % 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010

**4.10. DELIVERY PRICING - for Crushed Stone Aggregate (NOT Chip Seal)** Price per ton delivered FOB Destination. Pricing schedules will be based on average retail prices (\$/Gallon) within Boone County for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to the County by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Each vendor will be provided by the County the average price and the sampling spreadsheet used to develop the average.

Schedule	A	B	C	D	E	F	G	H
Fuel Price	<\$2.75	\$2.75 - <\$3.00	\$3.00 - <\$3.25	\$3.25 - <\$3.50	\$3.50 - <\$3.75	\$3.75 - <\$4.00	\$4.00 - <\$4.25	\$4.25 - <\$4.50
Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1.	0 - <5							
4.10.2.	5 - <10							
4.10.3.	10 - <15							
4.10.4.	15 - <20							
4.10.5.	20 - <25							
4.10.6.	25 - <30							
4.10.7.	30 - <35							

4.11. Maximum Percentage Increase for Section 4.10.

\_\_\_\_% 2nd Year – 1<sup>st</sup> Renewal Period – January 1, 2009 through December 31, 2009

\_\_\_\_% 3rd Year – 2nd Renewal Period – January 1, 2010 through December 31, 2010

4.12. Location of Vendor’s Plant(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.13. Will you honor these prices for any new or acquired plant opened during the contract term?

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

4.14. 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

4.15. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?

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

4.16. **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.**

4.16.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.16.2. Type or Print Signed Name:

\_\_\_\_\_

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



# Attachment A

## Percent Passing Sieve Sizes

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 10	No.30	No.200
RSB					100		60-90		35-60		10-35	
SR1					100			65*		5-25		
SR1.5				95-100	95		25-60		0-20			
SR2.5		90-100			45-60				0-20			
CR.5						100	75*			10-30	0-5	
CR1				100	95-100			15-45	0-5			
CR2				95-100	80-90		0-10					
CR3	100	90-100	35-70	0-15		0-5						
SC.375							100	80-100	0-5			
SC.5						100	90-100	30-65	0-5			
GQR6 X9												
GQR6												

- indicates maximum permitted
- GQR6X9 and GQR6 per Section 2.4.2.12. and 2.4.2.13.:

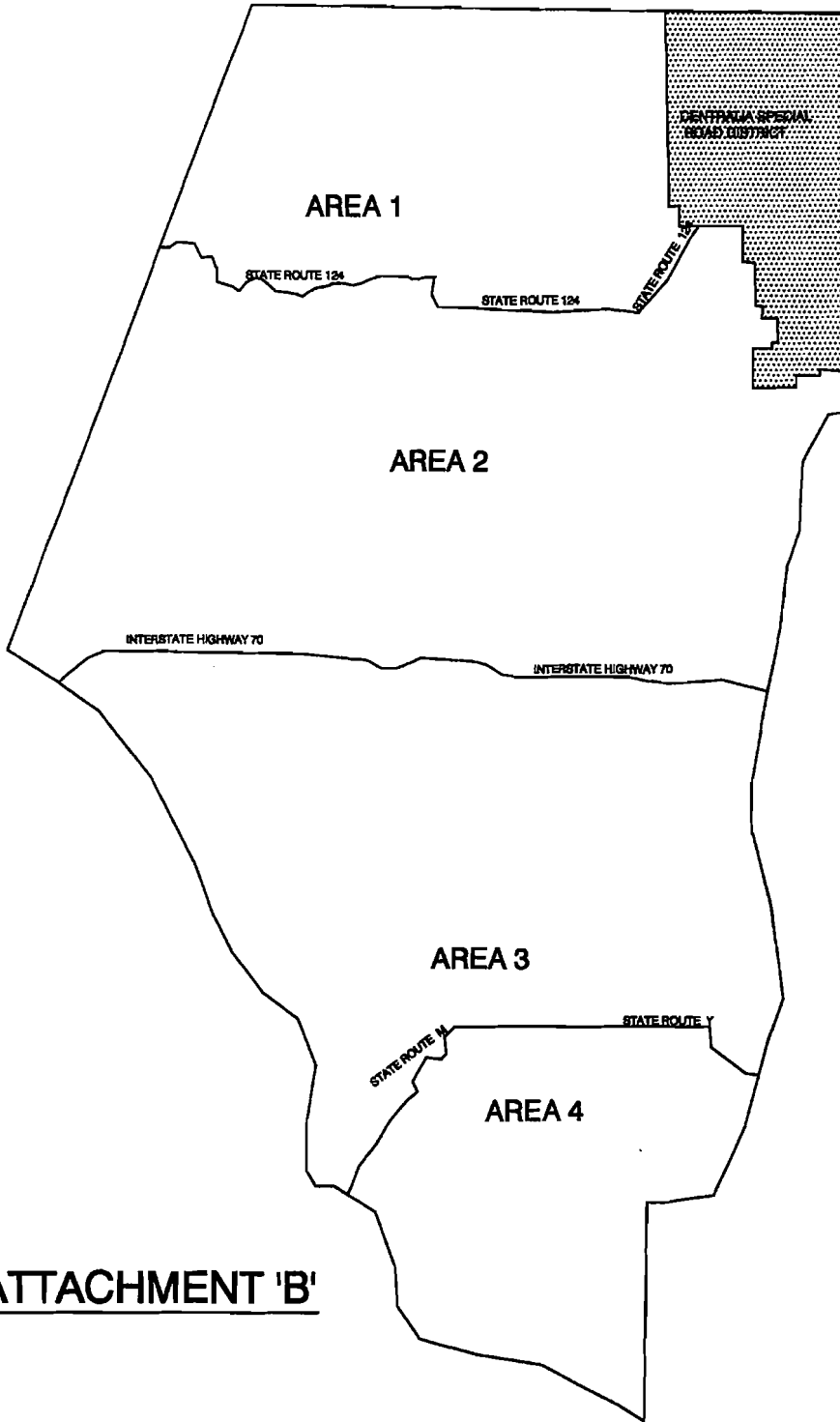
### GQR6X9

100% passing < 9" diameter by weight  
 30% passing < 6" diameter by weight  
 10% passing < 3" diameter by weight  
 Also accepted upon visual inspection.

### GQR6

100% passing < 12" diameter by weight  
 30% passing < 9" diameter by weight  
 10% passing < 3" diameter by weight  
 Also accepted upon visual inspection.

# ROCK BID SERVICE AREAS



ATTACHMENT 'B'

**Boone County Public Works**

**Current Rock Specifications (2004)**

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base	1007.1	MoDOT - 2004	None
SR1	1" Surface	1006.2	MoDOT - 2004	None
SR1.5	1-1/2" Surface	#57	ASTM	None
SR2.5	2-1/2" Surface	#24	ASTM	Yes
CR.5	½" Clean	#68	ASTM	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2-3	MoDOT - 2004	None
SC .5	½" Chips	1003.2-2	MoDOT - 2004	None



## *Standard Terms and Conditions*

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

**Melinda Bobbitt, CPPB**  
Phone: (573) 886-4391- Fax (573) 886-4390  
E-mail: mbobbitt@boonecountymo.org

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



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

***“No Bid” Response Form***

Melinda Bobbitt, CPPB, Director  
(573) 886-4391– 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: 85-11DEC07 – Crushed Stone Aggregate and Chip Seal Products Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

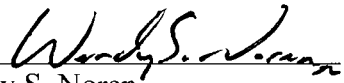
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

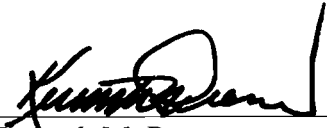
the following, among other proceedings, were had, viz:

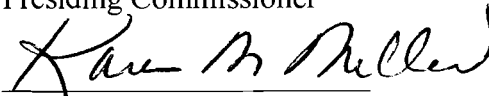
Now on this day the County Commission of the County of Boone does hereby award bid 89-29NOV07 – Hoses and Fittings to John Henry Foster Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
HOSES AND FITTINGS – TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Henry Foster Company**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Hoses and Fittings**, County of Boone Request for Bid number **89-29NON07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions as well as the Contractor's bid response dated November 26, 2007 and executed by Jon Glass 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** – The contract term shall be **January 1, 2008 through December 31, 2008** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase/Service** - The County agrees to purchase from the Contractor and the Contractor agrees to supply hoses and fittings as described in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to provide the hoses and fittings and service as required by the bid specifications.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department at the successful completion of work for unit prices provided in the 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.

DEC 28 2007

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

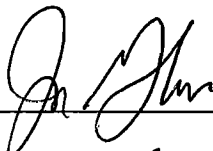
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

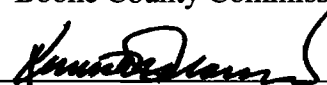
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

**JOHN HENRY FOSTER COMPANY**

by   
title UMI Representative

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

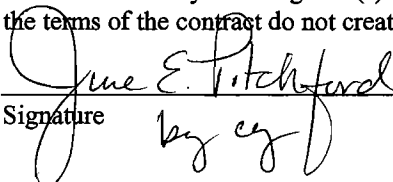
  
County Counselor

ATTEST:

  
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.)

      1/11/08      2040 / 60200 - Term and Supply  
Signature      Date      Appropriation Account

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BOONE COUNTY, MISSOURI  
Request for Bid #89-29NOV07 Hoses and Fittings Term & Supply

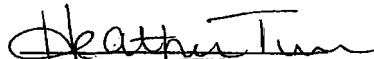
**ADDENDUM #1 - Issued November 21, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1. **Section 2.6. Revised as Follows: Percentage Mark Up Items** – Bidder must state the percentage discount off catalog pricing for all hoses, fittings, and hydraulic valves on the *Response Page*. The percentage discount stated on the *Response Page* shall remain firm for the duration of the contract and will apply to all parts sold to the County.
2. **Section 2.6.4. Revised as Follows:** The percentage discount offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
3. **Section 2.6.5. Revised as Follows:** During the contract period, Contractor catalog prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
4. **Section 3.5. Revised as Follows: EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage discount stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
5. The *Response Form* has been revised. Please replace the entire original *Response Form* with the attached *Revised Response Form*.

By:

  
Heather Turner, CPPB  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 89-29NOV07 Hoses and Fittings Term & Supply, receipt of which is hereby acknowledged:

Company Name: John Henry Foster Co.  
Address: 4700 Le Bourget Drive  
St. Louis, Mo 63134

Phone Number: 314-427-0600 Fax Number: 314-427-3502

Authorized Representative Signature:  Date: 11/26/07

Authorized Representative Printed Name: Jon Glass

RFB #: 89-29NOV07

1

11/21/07

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<b>4. Revised Response Form</b>	
4.1. Company Name:	John Henry Foster Co.
4.2. Address:	4700 Le Bourget Drive
4.3. City/Zip:	St. Louis, Mo 63134
4.4. Phone Number:	314-427-0600 Cell: 881-2601
4.5. Fax Number:	314-427-3502
4.6. E-Mail Address:	jglass@jhf.com
4.7. Federal Tax ID:	43-1306476
4.7.1. ( ) Corporation	
( ) Partnership - Name	
( ) Individual/Proprietorship - Individual Name	
(X) Other (Specify)	Company
<b>4.8. PERCENTAGE DISCOUNT FROM CATALOG PRICING</b>	
4.8.1. HOSES, FITTINGS, AND HYDRAULIC VALVES:	23.8 % DISCOUNT Sample Price Sheet Supplied
4.8.2.	<small>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.</small>
4.8.3. Authorized Representative (Sign By Hand):	<i>[Signature]</i> Date: 11/26/07
4.8.4. Print Name and Title of Authorized Representative	Jon Glass VMI Representative Date: 11/26/07
4.8.5. If applicable, vendor must indicate the minimum order quantity below for each category:	
Hoses:	No Minimum
Fittings:	No Minimum
Hydraulic Valves:	No Minimum
4.8.6. Describe Return Policy if Different from Requirements Stated in Bid:	Same
4.8.7. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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<b>Item</b>	<b>List</b>	<b>23.8% Discount</b>	<b>Boone County Price</b>	<b>Qty OH</b>
04U-606	\$ 10.22	23.80%	\$ 2.43	695
06U-106	\$ 9.55	23.80%	\$ 2.27	481
06U-606	\$ 11.76	23.80%	\$ 2.80	4489
06U-608	\$ 11.76	23.80%	\$ 2.80	1037
08U-106	\$ 10.51	23.80%	\$ 2.50	118
08U-108	\$ 10.79	23.80%	\$ 2.57	1439
08U-510	\$ 14.37	23.80%	\$ 3.42	157
08U-608	\$ 15.38	23.80%	\$ 3.66	1786
10U-512	\$ 23.91	23.80%	\$ 5.69	11
12U-112	\$ 19.45	23.80%	\$ 4.63	381
12U-612	\$ 25.21	23.80%	\$ 6.00	903
16U-616	\$ 37.37	23.80%	\$ 8.89	375
33808P-Y76	\$ 19.45	23.80%	\$ 4.63	21
H24504-500R	\$ 5.36	23.80%	\$ 1.28	1776
H24506-500R	\$ 6.23	23.80%	\$ 1.48	5203
H24508-500R	\$ 7.04	23.80%	\$ 1.68	2164
H24510-250R	\$ 9.00	23.80%	\$ 2.14	1000
H24512-250R	\$ 11.70	23.80%	\$ 2.78	2666
H24516-250R	\$ 16.44	23.80%	\$ 3.91	805

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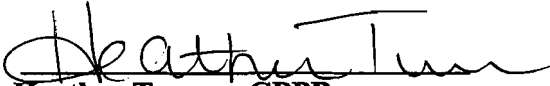
**BOONE COUNTY, MISSOURI**  
**Request for Bid #89-29NOV07 Hoses and Fittings Term & Supply**

**ADDENDUM #1 - Issued November 21, 2007**

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

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

1. **Section 2.6. Revised as Follows: Percentage Mark Up Items** – Bidder must state the percentage discount off catalog pricing for all hoses, fittings, and hydraulic valves on the *Response Page*. The percentage discount stated on the *Response Page* shall remain firm for the duration of the contract and will apply to all parts sold to the County.
2. **Section 2.6.4. Revised as Follows:** The percentage discount offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
3. **Section 2.6.5. Revised as Follows:** During the contract period, Contractor catalog prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
4. **Section 3.5. Revised as Follows: EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage discount stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
5. The *Response Form* has been revised. Please replace the entire original *Response Form* with the attached *Revised Response Form*.

By:   
**Heather Turner, CPPB**  
**Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 89-29NOV07 Hoses and Fittings Term & Supply, receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

<b>4.</b>	<b>Revised Response Form</b>	
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.	<input type="checkbox"/> Corporation	
	<input type="checkbox"/> Partnership - Name _____	
	<input type="checkbox"/> Individual/Proprietorship - Individual Name _____	
	<input type="checkbox"/> Other (Specify) _____	
4.8.	<b>PERCENTAGE DISCOUNT FROM CATALOG PRICING</b>	
4.8.1.	<b>HOSES, FITTINGS, AND HYDRAULIC VALVES:</b>	<b>% DISCOUNT</b>
4.8.2.	<b><u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u></b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.	
4.8.3.	Authorized Representative (Sign By Hand): _____ Date: _____	
4.8.4.	Print Name and Title of Authorized Representative _____ Date: _____	
4.8.5.	If applicable, vendor must indicate the minimum order quantity below for each category:	
	<b>Hoses:</b> _____	
	<b>Fittings:</b> _____	
	<b>Hydraulic Valves:</b> _____	
4.8.6.	Describe Return Policy if Different from Requirements Stated in Bid: _____	
	<b>DEC 28 2007</b>	
4.8.7.	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 _____	



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

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

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

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### ***Bid Data***

Bid Number: **89-29NOV07**  
Commodity Title: **Hoses and Fittings Term and Supply**

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

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

Day / Date: **THURSDAY, NOVEMBER 29, 2007**  
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)  
Location / Mail Address: Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201

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

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### ***Bid Opening***

Day / Date: **THURSDAY, NOVEMBER 29, 2007**  
Time: **10:30 A.M.**  
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**

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1. Introduction and General Conditions of Bidding

- 1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. DEFINITIONS
  - 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
    - Purchasing - The Purchasing Department, including its Purchasing Director and staff.
    - Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
    - Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
    - Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
    - Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
    - Supplier - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. Response - The written, sealed document submitted according to the Bid instructions.
    - 1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, 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. 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 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 contracts under more favorable terms. 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.
  - 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 period resulting from this Bid will have an initial term from January 1, 2008 through December 31, 2008, and may be automatically renewed for an additional four (4) years unless canceled by 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.

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2. Primary Specifications

2.1. ITEMS TO BE PROVIDED – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of various Hoses and Fittings on an as needed basis as detailed in the following specifications.

2.1.1. Estimated Quantity - The County estimates that approximately \$12,000.00 will be expended for hoses and fittings from the FY’08 budget. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.

2.2. CONTRACT DURATION - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period. The percentage over cost identified on the Response Form shall remain fixed for the original contract period and each subsequent renewal period.

2.3. 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.

2.4. CONTRACT EXTENSION - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.

2.5. Standard Hoses and Fittings – The list below identifies some of the most commonly ordered hoses and fittings for Boone County. The County’s purchases will not be limited to this list.

FITTINGS	HOSES
04U-606	H24504
06U-106	H24506
06U-606	H25408
06U-608	H25410
06U-566	H25412
08U-106	H25416
08U-108	
08U-510	
08U-608	
10U-512	
12U-112	
12U-612	
16U-616	
33808P-Y76	

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2.5.1. The majority of orders for the County will be for Weatherhead fittings and hoses but the County does occasionally purchase Parker fittings as well. The contractor must be able to supply Weatherhead fittings and hoses. Compatible hoses and fittings will NOT be accepted.

2.5.2. The County also intends to purchase various hydraulic valves as a part of this contract. The majority of these valves are Sauer Danfoss brand.

2.6. Percentage Mark Up Items – Bidder must state the percentage mark-up over catalog pricing for all hoses, fittings, and hydraulic valves on the Response Page. The percentage mark-up stated on the Response Page shall remain firm for the duration of the contract and will apply to all parts sold to the County.



- 2.6.1. The contractor must supply a current catalog to the County on a yearly basis. If the contractor does not publish a catalog of parts, the contractor must supply yearly price sheets for all hoses, fittings, and hydraulic valves. When the manufacturer's price list changes the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to the Heather Turner, CPPB, Senior Buyer, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, MO 65201.
- 2.6.2. In addition to the pricing offered in this bid, the Contractor shall pass on all manufacturers' special discounts or programs.
- 2.6.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
- 2.6.4. The percentage mark up offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6.5. During the contract period, Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" is to be determined at the sole discretion of the county staff.
- 2.8. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.9. **Warranty** – The Contractor shall furnish factory warranties on all parts provided against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.10. **The following submittals shall be included with Bidder's response:**
- a) A current catalog or price sheets for all hoses, fittings, and hydraulic valves. Failure to submit price sheets may result in rejection of bid.
- b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
- 2.11. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201 or by faxing to (573) 886-4390.
- 2.12. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201. Due to Boone County Public Works inventory constraints, all orders shall be delivered within 72 hours after the order is placed.
- 2.13. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.14. **PAYMENT TERMS** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
- 2.15. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.

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2.16. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

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**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **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** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 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** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage mark-up stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
  - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

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<b>4.</b>	<b>Response Form</b>	
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.	<input type="checkbox"/> Corporation	
	<input type="checkbox"/> Partnership - Name	
	<input type="checkbox"/> Individual/Proprietorship - Individual Name	
	<input type="checkbox"/> Other (Specify)	
4.8.	<b>PERCENTAGE MARK UP</b>	
4.8.1.	<b>HOSES, FITTINGS, AND HYDRAULIC VALVES:</b>	<b>% MARK UP</b>
4.8.2.	<p><b><u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u></b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.</p>	
4.8.3.	Authorized Representative (Sign By Hand):	Date:
4.8.4.	Print Name and Title of Authorized Representative	Date:
4.8.5.	If applicable, vendor must indicate the minimum order quantity below for each category:	
	<b>Hoses:</b>	
	<b>Fittings:</b>	
	<b>Hydraulic Valves:</b>	
4.8.6.	Describe Return Policy if Different from Requirements Stated in Bid:	
4.8.7.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

***Standard Terms and Conditions***

**Heather Turner, CPPB, Senior Buyer**  
**(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.

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**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: 89-29NOV07 Hoses, Fittings, and Hydraulic Valves Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

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# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

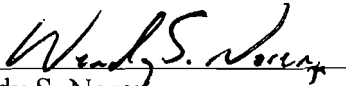
December Session of the October Adjourned Term. 20 07

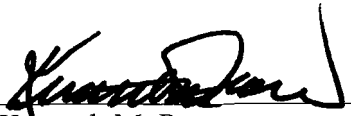
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07  
the following, among other proceedings, were had, viz:

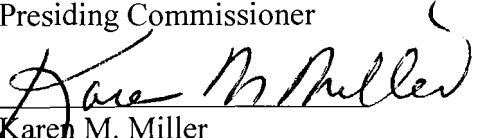
Now on this day the County Commission of the County of Boone does hereby award bid 86-29NOV07 – Pre-Numbered & Labeled File Folders Term & Supply to Safe Business Systems. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
PRE-NUMBERED AND LABELED FILE FOLDERS**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Safe Business Systems**, 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 Pre-Numbered and Labeled File Folders, bid number **86-29NOV07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable Addenda, E-Mail dated November 29, 2007, as well as the Contractor's bid response dated October 30, 2007 executed by Kevin Butler, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable Addenda shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the items identified and responded to in sections 4.8.1. through 4.8.7. of the bid for a total cost of Nine Thousand One Hundred Forty Five Dollars and Ninety-Five Cents (\$9,145.95).
3. **Delivery** - Contractor agrees to deliver the folders per the bid specifications and within six (6) weeks after receipt of order.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Circuit Clerk's Office 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.

**SAFE BUSINESS SYSTEMS**

by [Signature]

title PRESIDENT

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

[Signature]  
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 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.)

Signature

June Pitchford by KF 1/8/2008

Date

1221 / 23000 / \$9,145.95

Appropriation Account

4. Response Form

- 4.1. Company Name: SAFE BUSINESS SYSTEMS
- 4.2. Address: 330 SOVEREIGN CT
- 4.3. City/Zip: MANCHESTER MO 63011
- 4.4. Phone Number: 800-605-8288
- 4.5. Fax Number: 636-227-7904
- 4.6. E-Mail Address: KEVIN@sbsfiling.com
- 4.7. Federal Tax ID: 43-1033974

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

4.8.	PRICING-FOLDERS	QTY	PRICE/100 FOLDERS	EXTENDED TOTAL
4.8.1.	SMEAD 2BET2-150LBE 1&3 (BLUE)	9600	\$ .3615	\$ 3470 <sup>40</sup>
4.8.2.	SMEAD 2BET2-150LGN 1&3 (GREEN)	3600	\$ .3615	\$ 1301 <sup>40</sup>
4.8.3.	SMEAD 2BET2-150L 1&3 (MANILA)	8400	\$ .3615	\$ 3036 <sup>60</sup>
4.8.4.	SMEAD 2BET2-150LR 1&3 (RED)	2000	\$ .3615	\$ 723 <sup>00</sup>
4.8.5.	SMEAD 2BET2-150LY 1&3 (YELLOW)	1700	\$ .3615	\$ 614 <sup>55</sup>
4.8.6.	<b>TOTAL</b>	<b>25300</b>		\$ 9145 <sup>95</sup>
4.8.7.	COPY OF SOFTWARE USED TO PRINT LABELS			\$ _____

4.9. Maximum % Increase 4 % 1<sup>st</sup> Renewal 4 % 2<sup>nd</sup> Renewal

4.10. DESCRIBE ANY DEVIATION(S)

\_\_\_\_\_

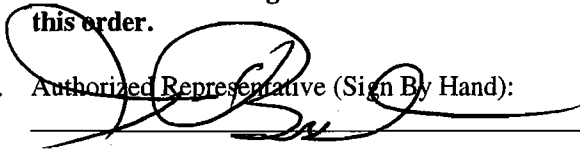
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4.11.1. Authorized Representative (Sign By Hand):



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4.11.2. Type or Print Signed Name:

KEVIN BUTLER

4.11.3. Today's Date: 10/30/07

4.12. Delivery ARO: 6

**From:** "Kevin Butler" <kevinsbs@sbcglobal.net>  
**To:** "Melinda Bobbitt" <MBobbitt@boonecountymo.org>  
**Date:** 11/29/2007 3:19 PM  
**Subject:** RE: Question on Bid Received by Boone County for File Folders

Yes  
\$0.3615 per folder

-----Original Message-----

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]  
Sent: Thursday, November 29, 2007 3:13 PM  
To: kevinsbs@sbcglobal.net  
Subject: Question on Bid Received by Boone County for File Folders

Kevin,  
Regarding your bid that you gave to Boone County for 86-29NOV07 -  
Pre-Numbered and & Labeled File Folders, you bid \$0.3615 per 100 folders.  
Did you really mean \$36.15 per 100?  
Thanks,  
Melinda

Melinda Bobbitt, CPPB  
Director of Purchasing  
Boone County Purchasing  
601 E. Walnut, Room 208  
Columbia, MO 65201  
Telephone: (573) 886-4391  
Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

Check out our web site: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)



**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: **86-29NOV07**  
Commodity Title: **Pre-Numbered & Labeled File Folders Term & Supply**

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

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#### ***Pre-Bid Conference***

Day / Date: **TUESDAY, NOVEMBER 13, 2007**  
Time: **2:00 P.M. C.S.T.**  
Location/Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213**

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#### ***Bid Submission Address and Deadline-Bid Closing***

Day / Date: **THURSDAY, NOVEMBER 29, 2007**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 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: **THURSDAY, NOVEMBER 29, 2007**  
Time: **1:30 P.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 government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from January 1, 2008 through December 31, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **pre-numbered and labeled file folders**.
- 2.1.1. **Quantity** – The following table indicates the quantities to be ordered for the year 2008. The bidders must provide a price per 100 folders to allow for quantity adjustments during each potential renewal period.

Qty	Description	Label Description
6100	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	08BA-CV02001 through 08BA-CV08101
3500	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	09BA-CV00001 through 09BA-CV03501
2600	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	08BA-FC01001 through 08BA-FC03601
1000	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	09BA-FC00001 through 09BA-FC01001
4300	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	08BA-CR03501 through 08BA-CR07801
3500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	09BA-CR00001 through 09BA-CR03501
500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	08B7-PR00101 through 08B7-PR00601*
100	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	09B7-PR00001 through 09B7-PR00101*
1500	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	08B7-MH00501 through 08B7-MH01501*
500	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	09B7-MH00001 through 09B7-MH00501*
1200	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	08BA-MC00301 through 08BA-MC01501
500	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	09BA-MC00001 through 09BA-MC00501

**\*NOTE: The file numbering followed by a \* indicates numbering that is slightly different.**

- 2.1.2. All folders must meet the following specifications:
  - 2.1.2.1. Letter size folder measuring 12-1/4" W X 9-1/2 " H Overall, 1-3/4" W Body, 9-1/2" H front,
  - 2.1.2.2. Two-ply tab,
  - 2.1.2.3. 11 pt stock,
  - 2.1.2.4. Straight cut tab, 1/2" wide,
  - 2.1.2.5. Front panel under-cut 1/4" deep,
  - 2.1.2.6. Two fasteners per folder centered on each inside page,
  - 2.1.2.7. Scored for 3/4" expansion,
  - 2.1.2.8. Top corners rounded, front and back, and
  - 2.1.2.9. 2" prong "B" style fasteners

- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **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.

2.3. **MINIMUM TECHNICAL SPECIFICATIONS**

- 2.3.1. **Material** – Eleven-point manila & colored folders with fasteners
- 2.3.2. **Size** – Letter size with full end cut and undercut
- 2.3.3. **Label Type & Placement** – Each folder shall have a pre-printed, pre-attached color coded label in the following position with the first label indicating the year (08 or 09), followed by letters (BA or B7) indicating filing location, then either (-CR, -CV, -FC, -PR, -MH, -MC) indicating the case category followed by 5-straight numeric labels being the Smead DCRRN color coded labels or equivalent in consecutive numbers. Label shall be attached with permanent non-releasable adhesive.

Label shall be scratch resistant and color shall be guaranteed no fade for a minimum of three (3) years. **Strip label design is permissible as long as it represents the identical color as the single character Smead labels or equivalent.**

2.3.4. **Label Color** – Pre-attached color labels shall be in the following color and position:

2.3.4.1. **First Position** – (08 or 09) – ETYJ color coded year labels or equivalent measuring 1-1/2”W x 3/4”H before folding. All first position labels must be consistent in color. The “08” year labels must be a light baby blue with black lettering and the “09” year labels must be a light green with black lettering.

2.3.4.2. **Second Position** – (BA or B7) label indicating filing location measuring 1-1/2”Wx3/4”H before folding. All second positions labels must be white background with black letters.

2.3.4.3. **Third Position** – One of the following labels indicating case category (-CR, -CV, -FC, -PR, -MH, -MC) measuring 1-1/2”Wx3/4”H before folding. All third positions labels must be white background with black letters.

2.3.4.4. **Next 5 color coded labels indicating the following colors in consecutive order – starting with 00001 and with the same size color as the following Smead DCCRN labels or equivalent. Size: 1 1/4” W x 1” H, before folding**

Number on File	Smead Order Number	Number on File	Smead Order Number
1	DCCRN-1LBE (67341)	6	DCCRN-6GN (67346)
2	DCCRN-2PK (67342)	7	DCCRN-7GY (67347)
3	DCCRN-3PE (67343)	8	DCCRN-8R (67348)
4	DCCRN-4OR (67344)	9	DCCRN-9BK (67349)
5	DCCRN-5BN (67345)		

2.3.5. **Sample** - A sample of the folders shall be made available upon request. The contractor must submit a proof of the folder containing the attached label to Rosa Dietiker in the Circuit Clerk’s Office prior to beginning production on the folders. The contractor must receive approval on the sample folder before beginning production.

2.3.6. **Software** – The contractor shall supply the County with a copy of the in-house software program used to print and apply color-coded, bar-coded file folder labels.

2.3.7. **Deviations** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

2.4. **INVOICING AND PAYMENT** – Payments will be made within thirty (30) days of receipt of a correct invoice and correct material. Invoices shall be submitted to the Boone County Circuit Clerk’s Office, Boone County, 705 E. Walnut, Columbia, MO 65201.

2.5. **DESIGNEE** – Boone County Circuit Clerk’s Office.

2.6. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymmo.org.

2.7. **DELIVERY** – Boone County Circuit Clerk’s Office, Boone County Courthouse, Attn: Rosa Dietiker, 705 E. Walnut, Columbia, MO 65201. **Boxes of file folders must be labeled on the outside of the box with the case numbers contained within. In addition, the cartons containing boxes of folders must be labeled with the case numbers contained within.**

2.7.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

2.8. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, 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". **Note: Bid Submission and Bid Opening times are different. 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.
  - 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. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

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

4.7.1. ( ) Corporation

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

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

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

4.8.	PRICING-FOLDERS	QTY	PRICE/100 FOLDERS	EXTENDED TOTAL
4.8.1.	SMEAD 2BET2-150LBE 1&3 (BLUE)	9600	\$	\$
4.8.2.	SMEAD 2BET2-150LGN 1&3 (GREEN)	3600	\$	\$
4.8.3.	SMEAD 2BET2-150L 1&3 (MANILA)	8400	\$	\$
4.8.4.	SMEAD 2BET2-150LR 1&3 (RED)	2000	\$	\$
4.8.5.	SMEAD 2BET2-150LY 1&3 (YELLOW)	1700	\$	\$
4.8.6.	<b>TOTAL</b>	<b>25300</b>		\$
4.8.7.	COPY OF SOFTWARE USED TO PRINT LABELS			\$

4.9. Maximum % Increase \_\_\_\_\_ % 1<sup>st</sup> Renewal \_\_\_\_\_ % 2<sup>nd</sup> Renewal

4.10. DESCRIBE ANY DEVIATION(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.11.2. Type or Print Signed Name:

\_\_\_\_\_

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

4.12. Delivery ARO: \_\_\_\_\_



## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Senior 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, Senior 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: 86-29NOV07 Pre-Numbered and Labeled File Folders**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

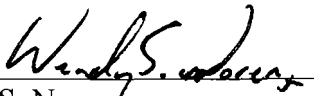
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07


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

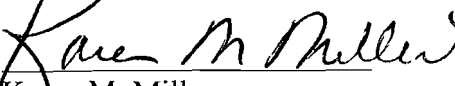
Now on this day the County Commission of the County of Boone does hereby approve Amendment Number One to 51-09AUG05 – Internet Services Provider for an increase in bandwidth to 5.0 MB. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
tboldan@boonecountymo.org

---

January 8, 2008

Tranquility Internet Services, Inc.  
Attn: Leon Schumacher, President  
209 East Green Meadows Rd. Ste, 4  
Columbia, MO, 65203

RE: Bid # 51-09AUG05 - Internet Services Provider Term and Supply

Dear Mr. Shumacher:

The County of Boone wishes to renew Bid # 51-09AUG05 - Internet Services Provider Term and Supply. Confirming our letter dated November 7, 2007, you agree to renew the contract under the same terms and conditions as set in the original bid, revised by Amendment #1 dated December 17, 2007. The contract renewal period is **January 1, 2008 through December 31, 2008.**

Sincerely,

A handwritten signature in black ink, appearing to read "Tyson Boldan".

Tyson Boldan  
Office Specialist

cc: Aron Gish/Ryan Irish/IT  
Bid File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
INTERNET SERVICES PROVIDER TERM AND SUPPLY  
CONTRACT # 51-09AUG05**

The Agreement dated December 8, 2005 made by and between Boone County, Missouri and Tranquility Internet Services, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD band width pricing as follows and as detailed on attached quote dated November 27, 2007:
  - a. 1 unit of 5MB/5MB Metro Ethernet Circuit Fee @ \$520.00 per unit per month for a monthly fee of \$520.00.
  - b. 5 units of Internet Access/Bandwidth Fee 5MB @ \$100.00 per unit per month for a monthly fee of \$500.00.
  - c. Total monthly fee is \$1,020.00
  - d. One time set-up fee is \$625.00.
  
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**TRANQUILITY INTERNET SERVICES, INC. BOONE COUNTY, MISSOURI**

by Leon Schumacher  
title President

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

APPROVED AS TO FORM:  
[Signature]  
County Counselor

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

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

Jane E. Patchford - no encumbrance 12/17/07  
Signature by city required Date 1170-71100 - Term/Supply Appropriation Account





209 E Green Meadows, Suite G  
Columbia, MO 65203  
Ph 888-326-8638  
Ex 573-443-5803

Ryan Irish  
Boone County Government  
801 E. Walnut (Room 221)  
Columbia, MO 65201

Service Location Address:  
801 E. Walnut (Room 221)  
Columbia, MO 65201

one time  
Setup Fee

Dear Ryan:

You recently requested Metro Ethernet pricing information from our company. The following Metro Ethernet circuits all require a one time setup fee of \$625.00 that is paid directly to CenturyTel (Tranquility will bill you and pay CenturyTel on your behalf). In addition, all equipment needed to provide this service is provided by CenturyTel.

This quote does not include applicable taxes that the LEC (CenturyTel) may charge Tranquility Internet. We will secure a firm quote from CenturyTel that will include applicable taxes if you would choose to proceed with an order. Common taxes may include Boone 911 Tax, Boone Sales Tax, Columbia City Franchise Fee, Federal Excise Tax, Missouri Sales Tax, and Missouri State Deaf Tax.

~~Here is our quote for a 2 year 5MB/5MB Metro Ethernet Circuit per month:~~

Description of Service	Quantity	Price Per Unit	Estimated Cost
5MB/5MB Metro Ethernet circuit fee	1	\$ 585.00	\$ 585.00
Internet Access/Bandwidth Fee 5MB	5	\$ 100.00	\$ 500.00
Total MRC			\$ 1,085.00
Estimated Delivery Date 90 days from order date			

Here is our quote for a 3 year 5MB/5MB Metro Ethernet Circuit per month:

Description of Service	Quantity	Price Per Unit	Estimated Cost
5MB/5MB Metro Ethernet circuit fee	1	\$ 520.00	\$ 520.00
Internet Access/Bandwidth Fee 5MB	5	\$ 100.00	\$ 500.00
Total MRC			\$ 1,020.00
Estimated Delivery Date 90 days from order date			

New monthly Fee

Thank you for giving us the opportunity to bid for your business. We have been in business since 1997 and have established a reputation for quality. We look forward to showing you how this circuit can better serve your company.

Sincerely,

Confidential

Page 1

11/27/2007

Quote is valid for 60 days

# Boone County Purchasing

Tyson Boldan  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

November 7, 2007

Tranquility Internet Services, Inc.  
Attn: Travis Schomacher  
209 East Green Meadows Rd, Ste. 4  
Columbia MO, 65203

Re: Bid #51-09AUG05-Internet Services Provider

Dear Mr. Schomacher:

The County of Boone is interested in renewing the above referenced contract through December 31, 2008. Please return this renewal as soon as possible.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for one year.

I, President of Tranquility Internet Services, Inc, agree to renew contract #51-09AUG05-Internet Services Provider an additional year under the same terms and conditions as set in the original bid.

Travis Schomacher  
Signature

11/7/07  
Date

Please sign and date below if you do not wish to renew contract #51-09AUG05-Internet Services Provider

I, \_\_\_\_\_ of Tranquility Internet Services, Inc do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and return with insurance using the enclosed self-addressed envelope. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: [tboldan@BoonecountyMO.org](mailto:tboldan@BoonecountyMO.org)

Sincerely,

Tyson Boldan

Tyson Boldan  
Office Specialist

cc: Bid File

# Boone County Purchasing

**Tyson Boldan**  
Office Specialist



601 E. Walnut, Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390  
tboldan@boonecountymo.org

---

December 8, 2006

Tranquility Internet Services, Inc.  
Attn: Travis Schomacher  
209 East Green Meadows Rd. Ste, 4  
Columbia, MO, 65203

RE: Bid # 51-09AUG05-Internet Services Provider Term and Supply

Dear Mr. Shomacher:

The County of Boone wishes to renew Bid # 51-09AUG05-Internet Services Provider Term and Supply. Confirming our letter dated October 4, 2006, you agree to renew the contract under the same terms and conditions as set in the original bid. The contract renewal period is **January 01, 2007 through December 31, 2007.**

Sincerely,

Tyson Boldan  
Office Specialist

Cc: Mike Mallicoat, IT  
Bid File

# Boone County Purchasing

Tyson Boldan  
Office Specialist



601 E. Walnut St., Room 205  
Columbia, MO 65201  
Phone: (573) 886-4394  
Fax: (573) 886-4390

October 4, 2006

Tranquility Internet Services, Inc.  
Attn: Travis Schomacher  
209 East Green Meadows Rd. Ste.4  
Columbia MO, 65203

Re: Bid #51-09AUG05-Internet Services Provider

Dear Mr. Schomacher:

The County of Boone is interested in renewing the above referenced contract through **December 31, 2007**. Please return this renewal no later than **October 16, 2006**.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for one year.

I, Leon Schumacher of Tranquility Internet Services, Inc, agree to renew contract #51-09AUG05-Internet Services Provider an additional year under the same terms and conditions as set in the original bid.

Leon Schumacher  
Signature

Oct. 8, 2006  
Date

Please sign and date below if you do not wish to renew contract #51-09AUG05-Internet Services Provider

I, \_\_\_\_\_ of Tranquility Internet Services, Inc do not wish to renew the above referenced contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please sign and **return with insurance** using the enclosed self-addressed envelope. Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: [tboldan@BoonecountyMO.org](mailto:tboldan@BoonecountyMO.org)

Sincerely,

Tyson Boldan  
Office Specialist

cc: Bid File

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

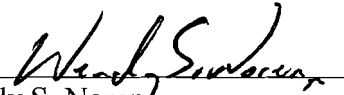
the following, among other proceedings, were had, viz:

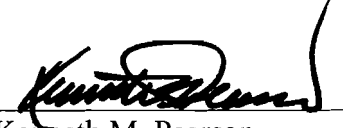
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision and authorizes the Presiding Commissioner to sign the intergovernmental agreement with Missouri Vocational Enterprise for the design, manufacture, furnishing, and delivery of Election Machine Security Covers.

Department	Account	Department Name	Account Name	Decrease	Increase
1123	86850	Emergency & Contingency	Contingency	\$44,000	
1132	91300	Elections	Machinery & Equipment		\$44,000

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**INTERGOVERNMENTAL AGREEMENT  
ELECTION MACHINE SECURITY COVERS**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Vocational Enterprises**, herein "MVE"

**IN CONSIDERATION** of the parties' performance of the mutual obligations set forth in this agreement, the parties agree to the following:

**SCOPE OF WORK:**

1. **Election Machine Security Covers:** MVE shall design, manufacture, furnish and deliver election machine covers as detailed in Attachment A - Quote dated July 7, 2006 and Attachment B, drawings, number S-20063074C-1 and S-20063074C-2.
2. **Purchase and Delivery:** The County agrees to purchase eighty-eight (88) election machine security covers for five hundred dollars (\$500.00) each for a total of forty-four thousand dollars and zero cents (\$44,000.00). All election machine security covers shall be delivered to the Boone County Clerk on or before April 1, 2008. MVE shall be paid in accordance with the firm, fixed prices stated in Attachment A - Quote dated July 7, 2006. A one time payment will be made to the MVE upon receipt, approval and acceptance of the entire order for election machine security covers.
3. **Billing and Payment:** The billing shall be invoiced to the Boone County Clerk Office, 801 E. Walnut, Room 236, Columbia, Missouri 65201. The invoice may only include the prices listed in MVE's quote. No additional fees for delivery or extra services not included in the price quote or taxes shall be included as additional charges in excess of the charges in the Contractor's quote responsive to the specifications. 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.
4. **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 delivery of products are delayed beyond the deadline for delivery specified in this agreement or products delivered are not in conformity with the delivery schedule or specifications or variances authorized by County.

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.

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

**MISSOURI VOCATIONAL ENTERPRISES**

By: *Berry Kleithemes*  
 Title: *Sales Representative*

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
*Kenneth M. Pearson*  
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:  
*[Signature]*  
 County Counselor

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

**AUDITOR CERTIFICATION**

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

	<u><i>June Pritchford by KF</i></u>	1132/91300/\$44,000.00
Signature	Date	Appropriation Account
	<i>(Pending budget revision approval)</i>	

**JOB #**

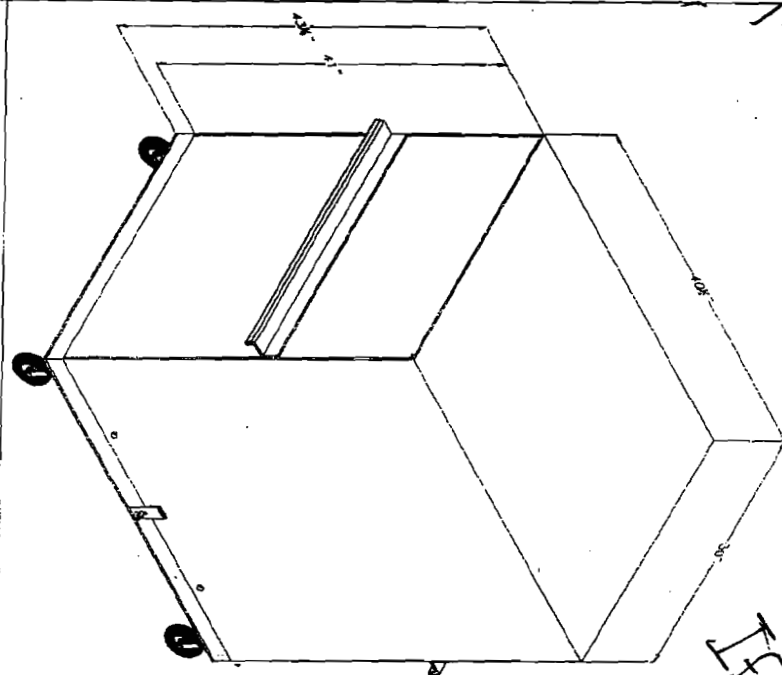
**MISSOURI VOCATIONAL ENTERPRISES**

800-392-8486 - 573-751-8883 - Fax 573-751-9197  
 PO Box 1898 - 1717 Industrial Dr.  
 Jefferson City, MO 65102

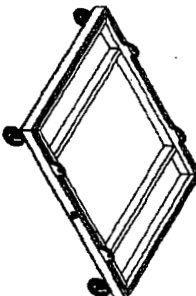
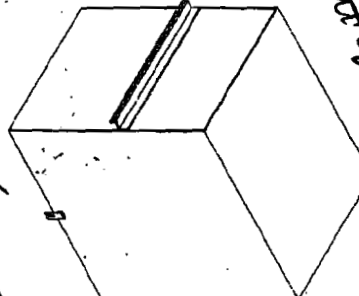
<b>DATE</b>		7/7/2006		<b>P.O.#</b>			
<b>CUSTOMER</b>		Boone County Clerk		<b>SHIP TO</b>		Same	
<b>ADDRESS</b>		Office of Voter Registration		<b>ADDRESS</b>			
<b>CITY, STATE, ZIP</b>		801 E. Walnut , Room 236		<b>CITY, ST, ZIP</b>			
		Columbia, Mo. 65201-7731					
<b>CONTACT</b>		Art Auer		<b>SALES REP</b>		Gerry Kliethermes	
<b>PHONE</b>		573-886-4375					
If Employee Sale, Home Phone							
ITEM NO.	CAT. NO.	PRODUCT OR SERVICE	COLOR	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Special	Drawing # S-20063074	Dk.Gray	1	ea	500	\$ 500.00
		Election Machine Cover- 40lbs.		0	ea	0	\$ -
				0	ea	0	\$ -
				0	ea	0	\$ -
					ea		\$ -
					ea		\$ -
					ea		\$ -
					ea		\$ -
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					ea		\$ -
					ea		\$ -
					ea		\$ -
					ea		\$ -
				0	ea	0.00	\$ -
				<b>FILE #</b>		<b>TOTAL</b>	<b>\$ 500.00</b>
<b>Comments:</b>							
If you have questions or need additional information please contact: Gerry Kliethermes at: 800-392-8486 or 573-522-2926.							
				<b>DISTRIBUTION</b>			
				MCC- Metal, 61310			
<b>All prices are firm for 90 days.</b>							
<b>Expected Delivery - After receipt of your Order:</b>							
				Wilbur W. Gooch Jr. Administrator of Vocational Enterprises			



*IF Made with Cold Rolled Steel  
with 18" Gauge of lid 95 lbs.  
Approx. weight of lid*



**NOTE**

THE LID IS MADE OF 1/4" ALUMINUM PLATE AND WEIGH APPROX. 175 LBS. FASTENABLE TO BOTTOM CART WITH THUMB SCREW AND LOCKABLE ON BOTH SIDES. BOTTOM CART MADE FROM 2" SQUARE TUBING WITH ALUMINUM BOTTOM. COMPLETE WITH TWO 4" RIGID CASTERS AND TWO 4" SWIVEL CASTERS WITH BRAKES.


CUSTOMER MUST CHECK AND APPROVE DIMENSIONS BEFORE ORDERING.

WHEN ORDERING THIS PRODUCT PLEASE REFER S-20063074.

**\$500~~00~~**  
~~\$999.00~~ EACH

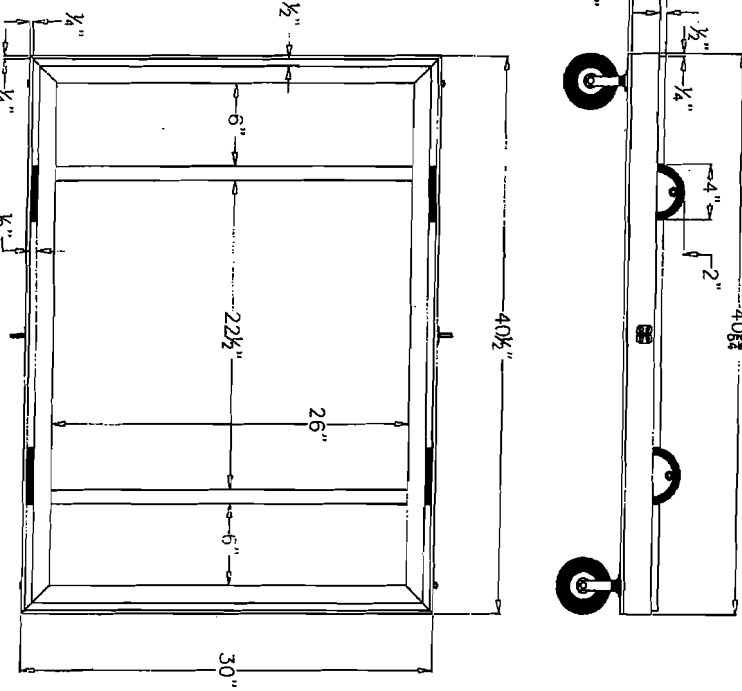
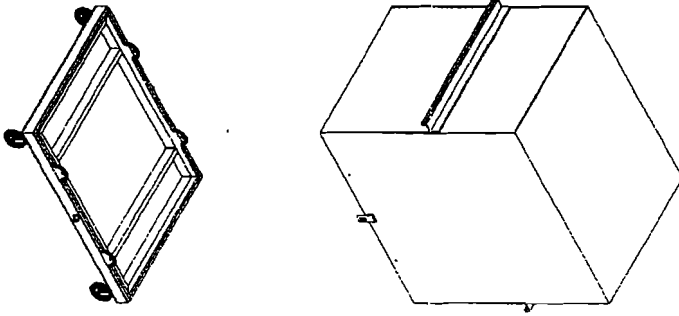
PRICE ONLY VALID FOR 30 DAYS DUE TO RECENT FLUCTUATION IN STEEL PRICES.

*Burns County Project*

 Moberly Metal Plant					
NO.	REVISION	DATE	NO.	REVISION	DATE
VOTES SECURITY BOX S-20063074C-1		MVE, PRODUCTS CAN SERVICES-ADC METAL PLANT		ORDER DATE: 8/13/08 DELIVERY DATE: 8/13/08 COVER 1	

06/21/06 09:19:49 AM

PK



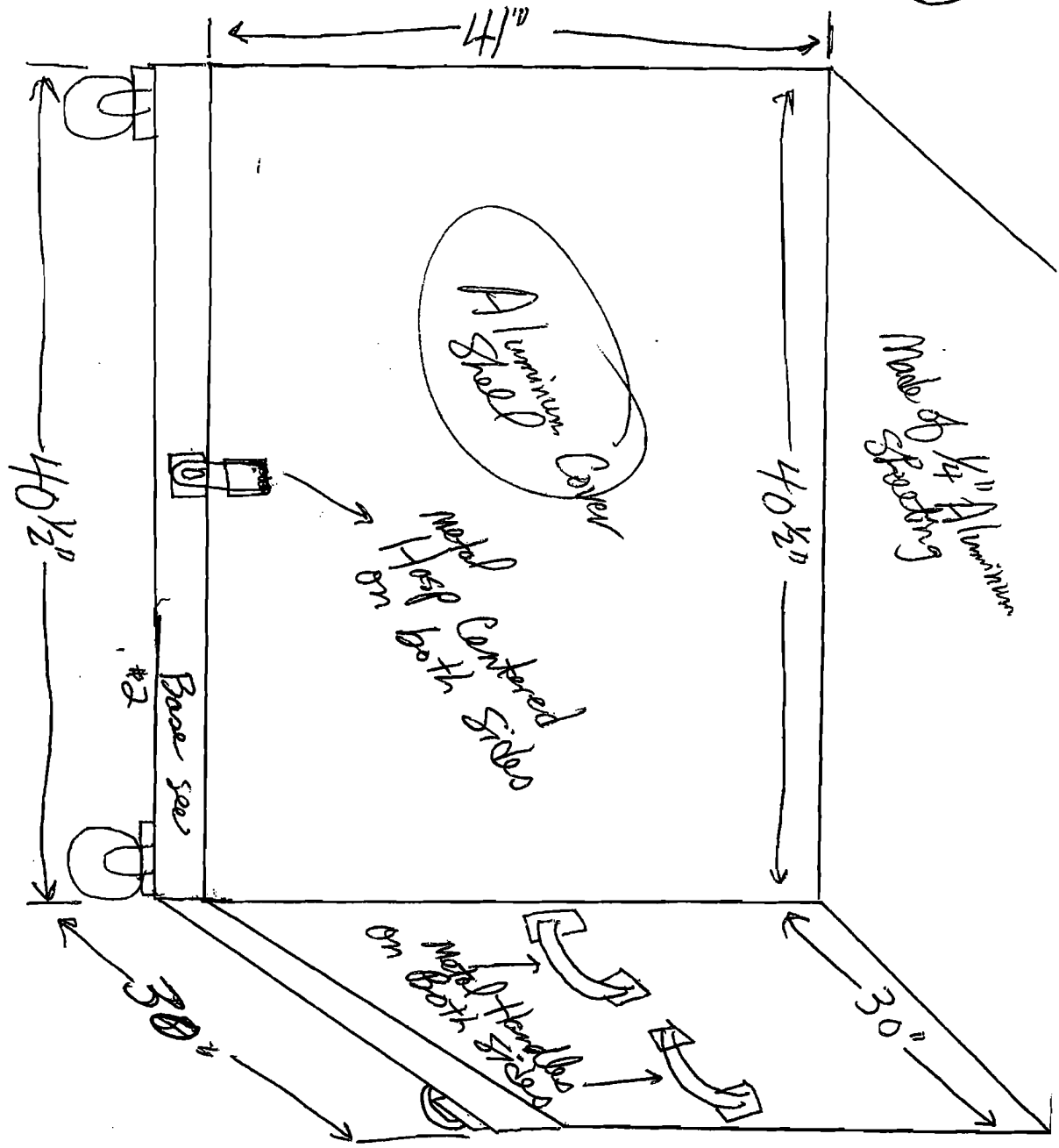
<p>Moberly Metal Plant</p>					
NO	REVISION	DATE	NO	REVISION	DATE
DATE: 5/20/06 DRAWN BY: S. 20083074C-2 CHECKED BY: S. 20083074C-2DMG PROJECT: MPP PRODUCTS TITLE: MPP PRODUCTS-MOC METAL PLANT COVER 2			DATE: 5/13/06 DRAWN BY: K. 20083074C-2 CHECKED BY: S. 20083074C-2DMG PROJECT: MPP PRODUCTS TITLE: MPP PRODUCTS-MOC METAL PLANT COVER 2		

06/21/06 09:14:43 AM

0000 7.02 0000 2008 09:14:43 AM 06/21/06

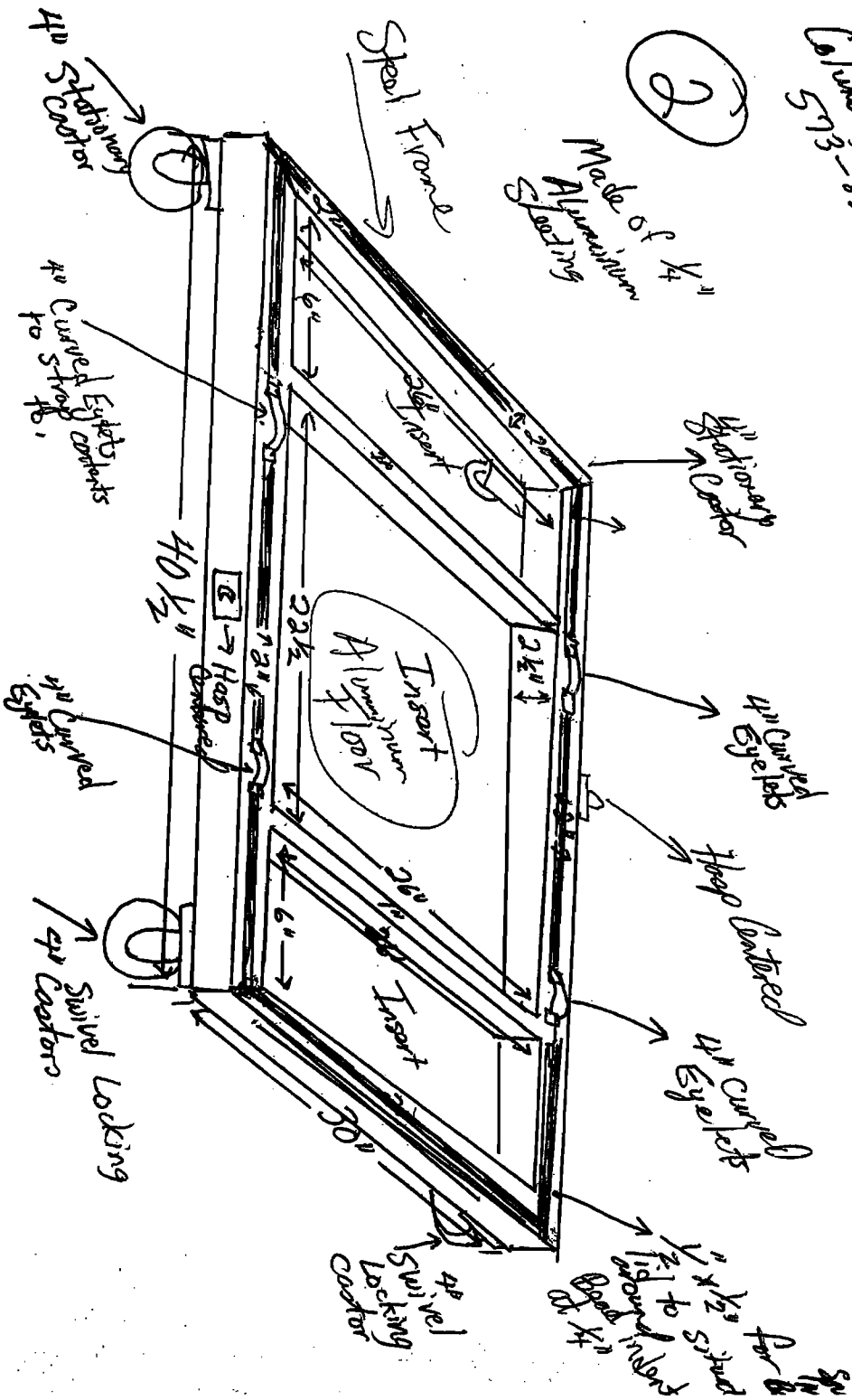
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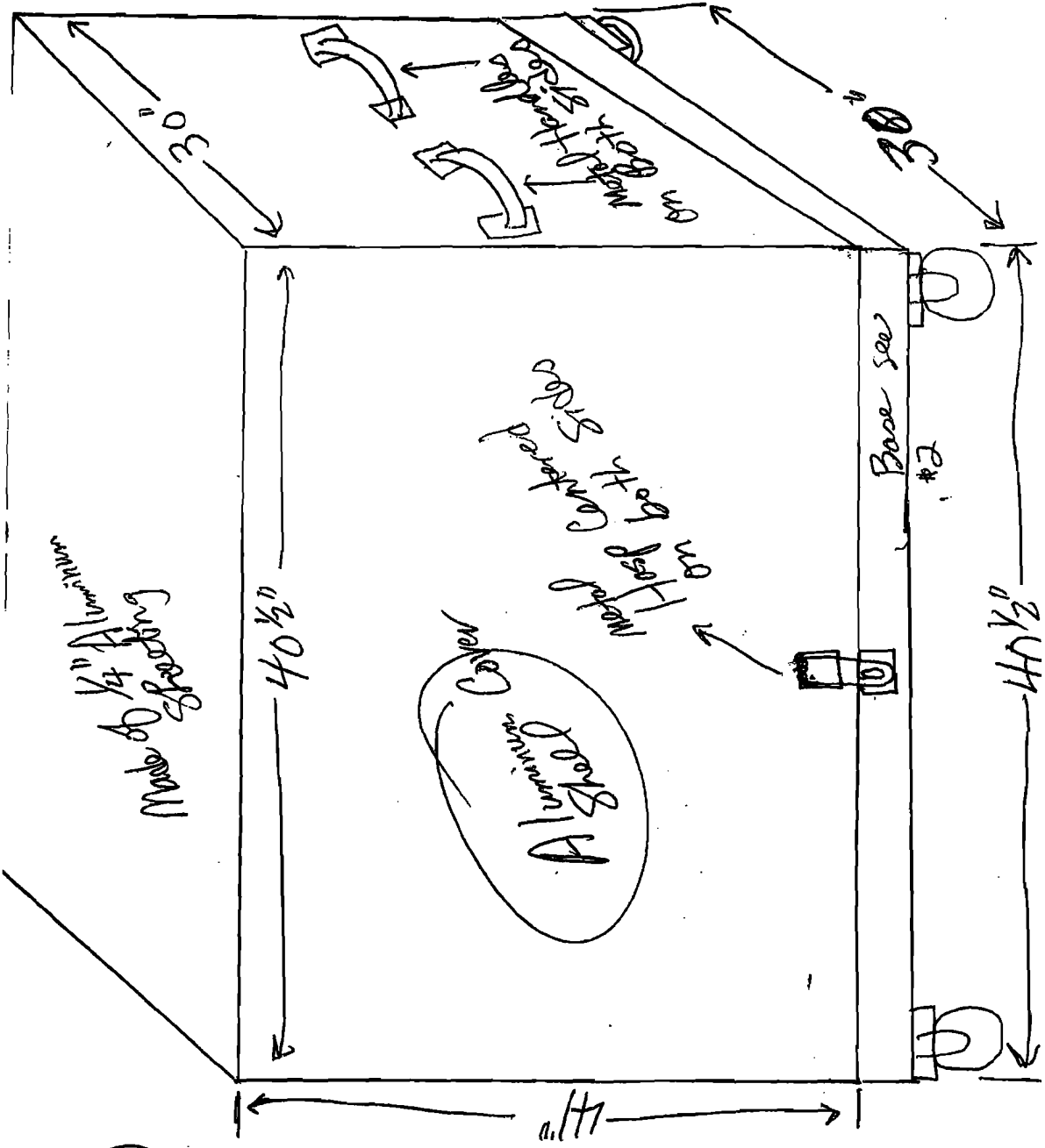
Boone Co.  
Clerk  
Wanda Wren



Boone County Court-Awar  
Noren of Art Awar  
Wendy E. Wollant 513-888-4375  
821 E. No. 513-4375  
Columbia, MO 65206

Solid Base - Aluminum with Floor





①

Done by  
 Wendy Nayer  
 Clark

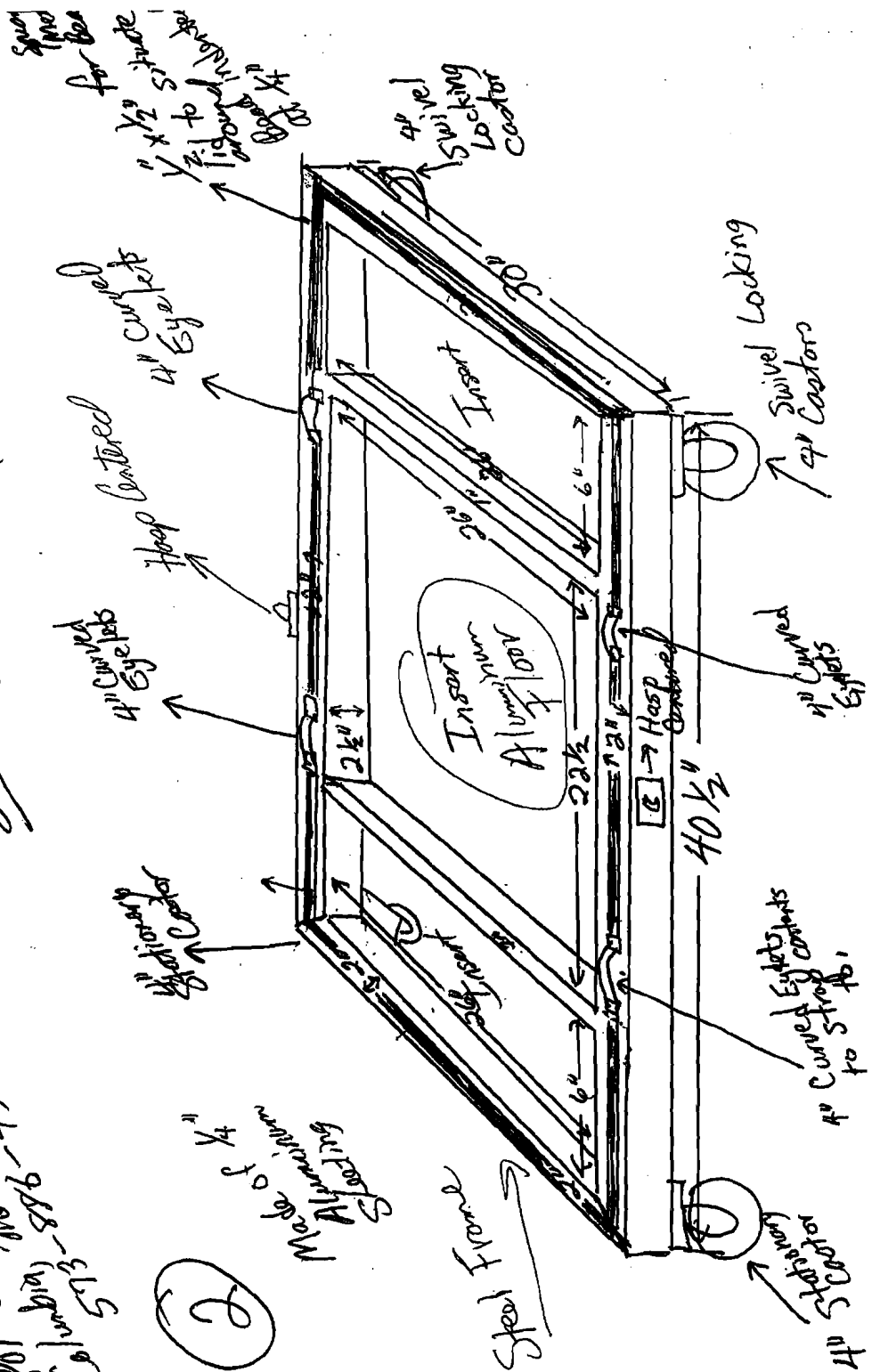
Boone County Clerk  
 Nancy or Art Auer  
 Wendy Waldorf  
 513-886-4375  
 513-886-4375  
 Columbia 513-886-4375

Solid Base - Aluminum with Floor

(2)

Made of  
 1/4" Aluminum  
 Extruding

Steel Frame



Sum  
 and  
 for  
 for  
 1/2" x 1/2" square  
 1/2" to 1" diameter  
 1/2" x 1/2" square  
 1/2" to 1" diameter

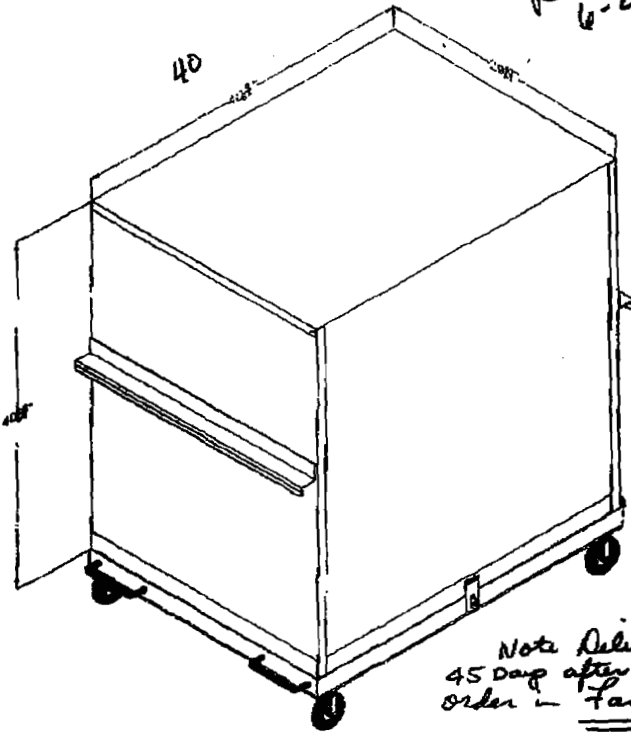
4" Swivel  
 Locking  
 Castor

Swivel Locking  
 4" Castors

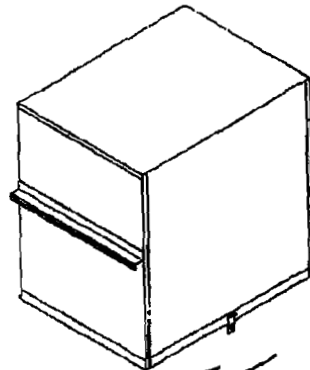
4" Curved  
 Eyelets

4" Curved Eyelets  
 to Straps

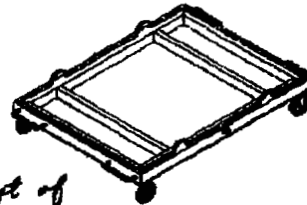
4" Swivel  
 Locking  
 Castor



*Revised  
6-26-06*



**NOTE**



*Note Delivery  
45 Days after receipt of  
order - Factory*

THE LID IS MADE OF 16 GA. ALUMINUM SHEET FASTENABLE TO BOTTOM CART WITH TWO LOCKABLE HASPS ON BOTH SIDES. LID HANDLES ONLY STURDY ENOUGH TO LIFT LID ITSELF. DO NOT TRY TO LIFT ENTIRE SECURITY BOX WITH MACHINE INSIDE BY THESE HANDLES!! LID WEIGHS APPROXIMATELY 45 LBS.

BOTTOM CART MADE FROM 2" SQUARE TUBING WITH ALUMINUM BOTTOM. COMPLETE WITH TWO 4" RIGID CASTERS AND TWO 4" SWIVEL CASTERS WITH BRAKES. BOTTOM HANDLE ARE FOR LIFTING ENTIRE CART WITH VOTER MACHINE INSIDE. BOTTOM CART WEIGHS APPROXIMATELY 40 LBS.

CUSTOMER MUST CHECK AND APPROVE DIMENSIONS BEFORE ORDERING.

WHEN ORDERING THIS PRODUCT PLEASE REFER S-20063074. \$500.00 EACH

PRICE ONLY VALID FOR 30 DAYS DUE TO RECENT FLUCTUATION IN STEEL PRICES.

**MVE**  
Moberly Metal Plant

NO	REVISION	DATE	NO	REVISION	DATE

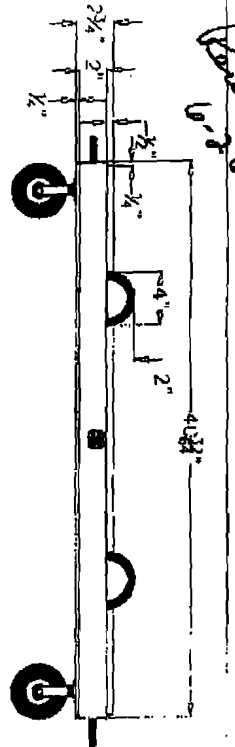
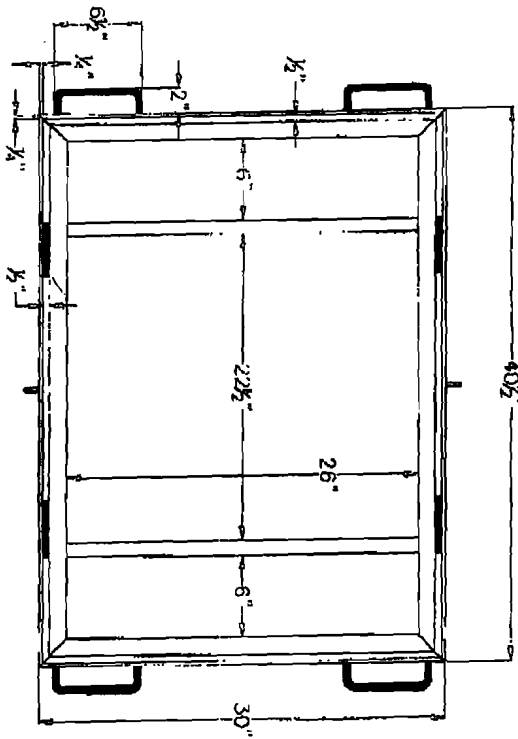
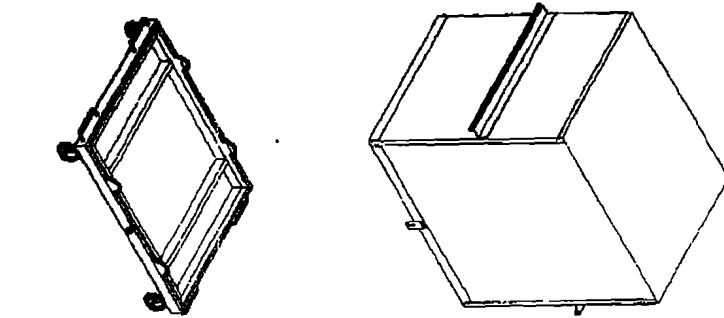
Part No	WOTER SECURITY BOX	Rev	CR	DATE	8/28/06
Part No	S-20063074C-11	Rev	CR	DATE	8/28/06
Part No	S-20063074C-11	Rev	CR	DATE	8/28/06
Part No	METAL PRODUCTS	Rev	CR	DATE	8/28/06
Part No	CRD SERVICES-MOC METAL PLANT	Rev	CR	DATE	8/28/06

06/27/06 07:55:42 AM

MVE  
Moberly Metal Plant

NO.	REVISION	DATE	NO.	REVISION	DATE

MOBERLY METAL PLANT  
 3-2006/02/06-21  
 3-2006/07/06-21  
 CAD SERVICES-MVC METAL PLANT



06/27/06 07:49:44 AM



# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

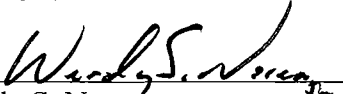
the following, among other proceedings, were had, viz:

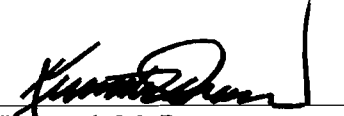
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover County Clerk personnel expenses:

Department	Account	Department Name	Account Name	Decrease	Increase
1132	10100	Election/Registration	Salary & Wages	\$16,500	
1131	10100	County Clerk	Salary & Wages		\$13,500
1131	10110	County Clerk	Overtime		\$2,000
1131	10200	County Clerk	FICA		\$500
1131	10500	County Clerk	401A Match		\$500

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

December Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the

20<sup>th</sup> day of December 20 07

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

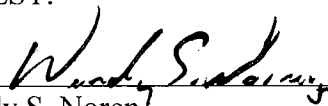
Now on this day the County Commission of the County of Boone does hereby approve the consultant agreements with the following consultants:

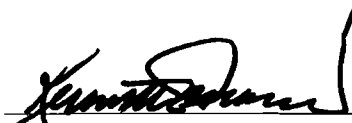
Allstate Consultants  
 Bucher, Willis & Ratliff Corp.  
 Butler, Rosenbury & Associates  
 Engineering Surveys & Services, LLC  
 Intuition & Logic  
 Peckham & Wright Architects, Inc.  
 Terra Technologies, Inc.  
 Terracon  
 Trabue, Hansen & Hinshaw, Inc.

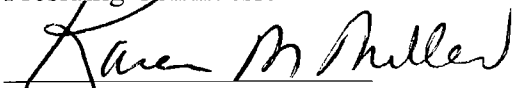
It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.


Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 20<sup>th</sup> day of December, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Allstate Consultants (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ALLSTATE CONSULTANTS

By 

Title PRESIDENT

Dated: 12/11/2007

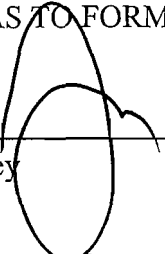
BOONE COUNTY, MISSOURI

By 

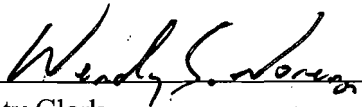
Presiding Commissioner

Dated: 12/21/07


APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 12/14/07  
Auditor by cy Date



# RATE SCHEDULE

REVISED: January 1, 2008

<u>ITEM</u>	<u>HOURLY RATE</u>
PRINCIPAL .....	\$117.00
ENGINEER III .....	\$109.00
ENGINEER II .....	\$99.00
ENGINEER I .....	\$87.00
TECHNICIAN VI/SURVEYOR III .....	\$99.00
TECHNICIAN V/SURVEYOR II .....	\$87.00
TECHNICIAN IV/SURVEYOR I .....	\$72.00
TECHNICIAN III .....	\$62.00
TECHNICIAN II .....	\$45.00
TECHNICIAN I .....	\$32.00
CREW (2 MEN) .....	\$117.00
CREW (3 MEN) .....	\$127.00
INVESTIGATOR II .....	\$99.00
SENIOR INVESTIGATOR .....	\$68.00
INVESTIGATOR I .....	\$54.00
EXPERT TESTIMONY II .....	\$250.00
EXPERT TESTIMONY I .....	\$175.00
GPS RECEIVERS (PER UNIT) .....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT) .....	\$32.00/day
MILEAGE .....	IRS Rate
ATV (PER UNIT) .....	\$111.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.) .....	Actual Cost

## A L L S T A T E C O N S U L T A N T S L L C

3312 LeMone Industrial Blvd., Columbia, MO 65201 (573) 875-8799/FAX (573) 875-8850  
P.O. Box 156, 119 S. Main St., Marceline, MO 64658 (660) 376-2941/FAX (660) 376-3492

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 20<sup>th</sup> day of December, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bucher, Willis & Ratliff Corp. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

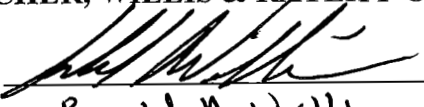
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

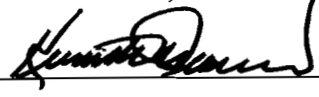
**BUCHER, WILLIS & RATLIFF CORP.**

By   
Ronald A. Willtamen

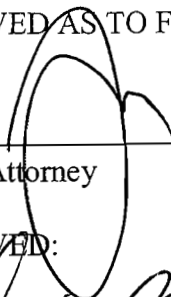
Title Executive Vice President

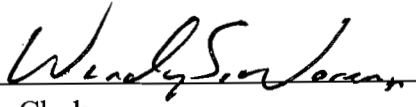
Dated: 11-21-07

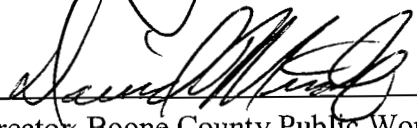
**BOONE COUNTY, MISSOURI**

By   
Presiding Commissioner

Dated: 12/21/07

APPROVED AS TO FORM:  
  
County Attorney

ATTEST:  
  
County Clerk

APPROVED:  
  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
No Encumbrance Required 12/14/07  
Auditor by cg Date

**BUCHER, WILLIS & RATLIFF CORPORATION**  
**HOURLY RATES**  
**THROUGH DECEMBER 31, 2008**

<u>Classification</u>	<u>Hourly Rate</u>
Principal .....	\$ 190.00
Senior Project Manager .....	\$ 170.00
Project Manager .....	\$ 150.00
Senior Engineer .....	\$ 140.00
Design Engineer IV .....	\$ 120.00
Design Engineer III .....	\$ 100.00
Design Engineer II .....	\$ 90.00
Design Engineer I .....	\$ 80.00
Senior Planner .....	\$ 130.00
Planner III .....	\$ 115.00
Planner II .....	\$ 95.00
Planner I .....	\$ 85.00
Planning Intern .....	\$ 50.00
Senior Architect .....	\$ 135.00
Architect III .....	\$ 120.00
Architect II .....	\$ 105.00
Architect I .....	\$ 90.00
Architectural Intern II .....	\$ 70.00
Architectural Intern I .....	\$ 60.00
Senior Environmental Scientist .....	\$ 130.00
Environmental Scientist III .....	\$ 100.00
Environmental Scientist II .....	\$ 80.00
Environmental Scientist I .....	\$ 65.00
Environmental Planner .....	\$ 80.00
Senior Geologist/Hydrogeologist .....	\$ 120.00
Geologist/Hydrogeologist III .....	\$ 95.00
Geologist/Hydrogeologist II .....	\$ 85.00
Geologist/Hydrogeologist I .....	\$ 75.00
Senior Leisure Planner .....	\$ 145.00
Leisure Planner .....	\$ 60.00
Senior Landscape Architect .....	\$ 150.00
Landscape Architect III .....	\$ 110.00
Landscape Architect II .....	\$ 80.00
Landscape Architect I .....	\$ 70.00
Senior Technician .....	\$ 100.00
Technician III .....	\$ 80.00
Technician II .....	\$ 70.00
Technician I .....	\$ 60.00
Technician Intern .....	\$ 50.00
Senior Registered Land Surveyor .....	\$ 150.00
Registered Land Surveyor .....	\$ 75.00
Two-Man Survey Crew .....	\$ 125.00
Survey Technician .....	\$ 60.00
Executive Assistant .....	\$ 95.00
Word Processor .....	\$ 60.00
Nuclear Testing Gauge .....	\$ 60.00/Unit/Day
Materials Testing Lab .....	\$ 600.00/Day
Traffic Studies Equipment .....	\$ 15.00/Unit/Day
Mileage .....	Current IRS-Approved Mileage Rate
Survey Vehicle Mileage .....	Current IRS-Approved Mileage Rate + \$0.15



## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 20<sup>th</sup> day of December, 200~~8~~<sup>7</sup>, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Butler, Rosenbury & Associates (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

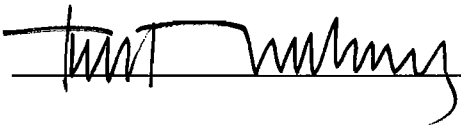
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

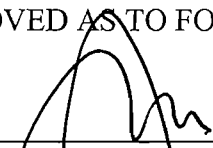
**BUTLER, ROSENBURY & ASSOCIATES**

By 


Title EXECUTIVE VICE PRESIDENT

Dated: 11.15.07

APPROVED AS TO FORM:

  
County Attorney

APPROVED:

  
Director, Boone County Public Works


**BOONE COUNTY, MISSOURI**

By 

Presiding Commissioner

Dated: 12/21/07

ATTEST:

  
County Clerk

CERTIFICATION:

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

No encumbrance required 4/4/07  
Auditor by cg Date

EXHIBIT A

**2008 SCHEDULE OF HOURLY BILL RATES**

CEO/President	\$200.00
Phoenix Regional Office Manager	\$185.00
Executive Administrative	\$170.00
Principal Architect or Engineer	\$165.00
Architect III	\$130.00
Architect II	\$110.00
Architect I	\$90.00
Intern Architect III	\$80.00
Intern Architect II	\$70.00
Intern Architect I	\$60.00
Engineer VI	\$125.00
Engineer V	\$110.00
Engineer IV	\$100.00
Engineer III	\$85.00
Engineer II	\$80.00
Engineer I	\$70.00
Principal Landscape Architect	\$150.00
Landscape Architect III	\$110.00
Landscape Architect II	\$90.00
Landscape Architect I	\$70.00
Intern Landscape Architect	\$60.00
Interior Designer V	\$125.00
Interior Designer IV	\$105.00
Interior Designer III	\$85.00
Interior Designer II	\$70.00
Interior Designer I	\$55.00
CAD Drafter IV	\$75.00
CAD Drafter III	\$65.00
CAD Drafter II	\$55.00
CAD Drafter I	\$45.00
Student Intern – Professional	\$40.00
Senior Administrative	\$105.00
Administrative IV	\$90.00
Administrative III	\$70.00
Administrative II	\$50.00
Administrative I	\$35.00

**2008 SCHEDULE OF REIMBURSABLE EXPENSES**

**REPRODUCTIONS**

Blueline or Blackline Prints:	
18" x 24"	Direct Cost
24" x 36"	Direct Cost
30" x 42"	Direct Cost
Sepia Prints	Direct Cost
Mylar Prints	Direct Cost
Photocopies (8.5" x 11" or 8.5" x 14")	Direct Cost

**CORRESPONDENCE**

Long Distance Telephone	Direct Cost
Overnight Mail	Direct Cost
Courier	Direct Cost
Postage	Direct Cost
Long Distance Outgoing Facsimile	Direct Cost

**TRAVEL**

Out of Town Automobile Mileage	I.R.S. Standard Rate
Air Travel	Direct Cost
Out of Town Lodging & Meals	Direct Cost

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 15<sup>th</sup> day of November, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Engineering Surveys and Services, LLC (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.



1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

ENGINEERING SURVEYS AND SERVICES, LLC      BOONE COUNTY, MISSOURI

By [Signature]

By [Signature]

Presiding Commissioner

Title Member Manager

Dated: 11/15/07

Dated: 12/21/07

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Attorney

[Signature]  
County Clerk

APPROVED:

[Signature] 11/19/07  
Director, Boone County Public Works

CERTIFICATION:  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
No encumbrance required 12/14/07  
Auditor [Signature] Date

## HOURLY FEE SCHEDULE

January 1, 2008

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$110.00-120.00/hour
Registered Professional Engineer	\$ 90.00-100.00/hour
Registered Professional Land Surveyor	\$ 85.00-100.00/hour
Project Surveyor	\$ 60.00-80.00/hour
Engineer In Training	\$ 65.00-80.00/hour
Engineering Technician	\$ 40.00-48.00/hour
CAD Operator	\$ 40.00-55.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$130.00-170.00/hour
3 Man Field Crew	\$140.00-210.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.50/mile

### NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

**SCHEDULE OF LABORATORY TESTING FEES**

**WASTEWATER AND WATER ANALYSIS**

**UNIT PRICE**

Biochemical Oxygen Demand (5-day BOD)	\$ 35.00
Chemical Oxygen Demand (COD)	32.00
Fecal Coliform Bacteria	26.00
Total Coliform Bacteria	54.00
Dissolved Oxygen (DO)	13.00
Hydrogen Sulfide	13.00
Total Solids (Residue/Matter)	13.00
Total Filterable (Dissolved)	13.00
Total Nonfilterable (Suspended)	13.00
Total Volatile	13.00
Settleable	13.00
pH	6.00
Acidity	11.00
Alkalinity	11.00
Bicarbonate Alkalinity	11.00
Carbonate Alkalinity	11.00
Phenolphthalein	11.00
Carbonate Hardness	18.00
Noncarbonate Hardness	19.00
Conductivity	8.00
Grease & Oil, infrared	34.00
Grease & Oil, Soxhlet	64.00
Turbidity	11.00
Specific Gravity	13.00
"NO DISCHARGE" NPDES Report	32.00
Sample Preparation, when required	Hourly
Two Hour Minimum	

**SCHEDULE OF LABORATORY TESTING FEES**

**ANALYSIS FOR ELEMENTS & METALS**

	<u>UNIT PRICE</u>		<u>UNIT PRICE</u>
Aluminum	\$ 15.00	Nickel (Ni)	\$ 15.00
Antimony (Sb)	28.00	Nitrogen (N)	
Arsenic (As)	29.00	Ammonia (NH4)	17.00
Barium (Ba)	15.00	Nitrate (NO3)	17.00
Beryllium (Be)	21.00	Nitrite (NO2)	17.00
Bismuth (Bi)	29.00	Kjeldahl	29.00
Boron (B)	21.00	Organic	29.00
Cadmium (Cd)	15.00	Phenols	55.00
Calcium (Ca)	15.00	Phosphate, Ortho	21.00
Carbon, Organic (TOC)	32.00	Phosphorous, Total	21.00
Chloride (Cl)	16.00	Potassium (K)	15.00
Chlorine, Demand	30.00	Selenium (Se)	29.00
Chlorine, Residual	17.00	Silicon (Si)	17.00
Chromium (Cr)	15.00	Silver (Ag)	15.00
Chromium, Hex. (Cr-VI)	18.00	Sodium (Na)	15.00
Cobalt (Co)	15.00	Sulfate (SO4)	16.00
Copper (Cu)	15.00	Sulfide (S)	16.00
Cyanide (Cn)	36.00	Sulfite (SO3)	16.00
Cyanide, ATC (Cn)	21.00	Thallium (Tl)	29.00
Fluoride (F)	22.00	Tin (Sn)	29.00
Iodine (I)	21.00	Titanium (Ti)	22.00
Iron (Fe)	15.00	Vanadium (V)	29.00
Lead (Pb)	15.00	Zinc (Zn)	15.00
Lithium (Li)	29.00	Sample preparation	
Magnesium (Mg)	15.00	when required	Hourly
Manganese (Mn)	15.00	Two Hour Minimum	
Mercury (Hg)	32.00		
Molybdenum (Mo)	15.00		

All metals shown are quoted per analysis for "dissolved" concentration using flame A.

- Analysis for "total" metal concentration will be performed for an additional cost of \$10.00 per sample.

- Low level analysis by Graphite Furnace AA will be performed at a cost of \$35.00 per metal on each sample.



**SCHEDULE OF LABORATORY TESTING FEES**

<b><u>ORGANIC ANALYSIS</u></b>	<b><u>UNIT PRICE</u></b>
Pesticides	\$165.00
Herbicides	205.00
Polychlorinated Biphenyls (PCB)	
In Water	160.00
In Transformer Oil	160.00
In Tissue	160.00
In Sediment/Soil	160.00
Trihalomethanes	130.00
Total Organic Halides	75.00
Volatile Organic Compounds (VOC)	260.00
BTEX (Benzene, Toluene, Ethylbenzene, Xylene)	88.00
Total Petroleum Hydrocarbons - Diesel Range	160.00
Total Petroleum Hydrocarbons - Gasoline Range	90.00
<b><u>HAZARDOUS WASTE ANALYSIS</u></b>	
Toxicity Characteristic Leaching Procedure (TCLP)	
Metals Extraction	175.00
ZHE Volatiles, Semivolatiles, Pesticides, Herbicides	340.00
Ignitability (Flashpoint)	55.00
Reactivity	65.00
Paint Filter Test	27.00
Sample Preparation when Required	Hourly
Two Hour Minimum	

**SCHEDULE OF LABORATORY TESTING FEES**

**MRBCA Volatiles - List 1**  
**EPA Method 5035/8260B**

Soil \$88.00    Water \$80.00

Benzene  
Toluene  
Ethylbenzene  
Xylenes (mixed)  
Ethylene Dibromide (EDB)  
Ethylene Dichloride (EDC)  
Methyl-tert-butyl-ether(MTBE)  
TPH-GRO  
Tertiary-amyl-methyl-ether (TAME)  
Tertiary-butyl- alcohol (TBA)  
Ethyl-tert-butyl-ether ( ETBE)  
Di-isopropyl ether ( DIPE)

Surrogates

*Dibromofluoromethane*  
*Toluene - d8*  
*Bromofluorobenzene*

**MRBCA Volatiles - List 2 (Water Only)**  
**EPA Method 8015M**

Water \$85.00

Ethanol  
Methanol

**MRBCA Metals EPA Method 6010B/6020**  
Soil \$105.00    Water \$100.00

Arsenic  
Barium  
Cadmium  
Chromium (III)  
Chromium (VI)  
Lead  
Selenium

Lead only \$22.50

**MRBCA Semivolatiles - List 2 (PAH)**  
**EPA Method 8270**

Soil \$75.00    Water \$75.00

Acenaphthene  
Anthracene  
Benzo(a)anthracene  
Benzo(a)pyrene  
Benzo(b)fluoranthene  
Benzo(k)fluoranthene  
Chrysene  
Dibenzo(a,h)anthracene  
Fluoranthene  
Fluorene  
Naphthalene  
Pyrene

Surrogates

*Nitrobenzene - d5*  
*2 - Fluorobiphenyl*  
*p - Terphenyl - d14*

**MRBCA Semivolatiles - List 1 (TPH)**  
**EPA Method 8270C**

Soil \$80.00    Water \$75.00

TPH-DRO  
TPH-ORO

**TERRA Core Sampling Kit**  
\$12.00 each

**SCHEDULE OF LABORATORY TESTING FEES**

**CONCRETE**

**UNIT PRICE**

*Cylinder-compressive strength	\$13.50
Cylinder molds, each	1.50
Mix Design	By Quote
Slump, Air Content & Cylinders	Hourly
Core Drilling and Testing	By Quote
Special handling of cores or irregular size specimens	Hourly

**AGGREGATE**

Sieve Analysis, dry	50.00
Sieve Analysis, wet	70.00
Materials finer than #200 sieve by washing	40.00
Specific gravity & absorption	60.00
Unit weight	40.00
Organic impurities in fine aggregate (colorimetric)	35.00
Lightweight pieces (coal & lignite)	55.00
Clay lumps & Friable Particles	60.00
Chert content of coarse aggregate	45.00
Thin or Elongated Pieces in coarse aggregate	45.00
Soundness by Sodium or Magnesium Sulfate (5 cycle)	220.00
Freeze-Thaw	175.00
Los Angeles Abrasion of coarse aggregate	170.00

**ASPHALT**

Density and Stability (1 sample)	50.00
Density and Stability (3 samples)	72.00
Extraction Test for Oil	65.00
Sieve Analysis of Extracted Aggregates	55.00

**STRUCTURAL STEEL**

Magnetic Particle, Tensile Bolt, and Welded Stud Testing Hourly	
Ultra-Sonic Weld Testing Equipment	150.00 per day
Two Hour Minimum Charge.	
*Cylinder pickup included in Columbia, Sedalia and Jefferson City.	

**SCHEDULE OF LABORATORY TESTING FEES**

<b><u>SOIL</u></b>	<b><u>UNIT PRICE</u></b>
Classification Tests:	
Moisture Content	\$10.00
Particle-Size Analysis, wet sieve	90.00
Particle-Size Analysis, hydrometer	100.00
Material finer than #200 sieve	50.00
Specific Gravity	70.00
Atterberg Limits (LL, PL & PI)	75.00
Shrinkage Limit	50.00
Dry Density of undisturbed sample	30.00
Fractional Organic Carbon	50.00
Shear Tests:	
Unconfined Compression (qu)	50.00
Triaxial (Q), multistage	300.00
Compressibility Tests:	
Consolidation	355.00
Swell	110.00
Compaction Tests:	
Standard Proctor	160.00
Modified Proctor	180.00
Field Density Testing – Nuclear Meter	Hourly plus 10.00
California Bearing Ratio	150.00
Permeability	
-Flexible Wall Permeability	300.00
Drilling and Sampling:	
Equipment and Crew	By Quote
3" Diameter Shelby Tubes	16.00
Sample Jars	2.00
Sample Preparation, when required	Hourly
Two Hour Minimum Charge.	

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 20<sup>th</sup> day of December, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Intuition & Logic (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

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7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.



10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

INTUITION & LOGIC

By

*Mark Meyer*

Title

President

Dated:

11-14-07

APPROVED AS TO FORM:

County Attorney

APPROVED:

Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By

*James Deussen*

Presiding Commissioner

Dated:

12/21/07

ATTEST:

County Clerk

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

No encumbrance required 12/14/07  
Auditor by cg Date



Billing Rates	2008
Principal	\$ 145.00
Principal Engineer	\$ 125.00
Engineer II	\$ 110.00
Engineer I	\$ 90.00
EIT	\$ 75.00
Senior Environmental Scientist	\$ 125.00
Environmental Scientist	\$ 80.00
CAD Drafter	\$ 65.00
Admin	\$ 45.00

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 28<sup>th</sup> day of November, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Peckham & Wright Architects, Inc. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.



IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**PECKHAM & WRIGHT ARCHITECTS, INC. BOONE COUNTY, MISSOURI**

By NICHOLAS PECKHAM

By [Signature]

Presiding Commissioner

Title CEO

Dated: 11-28-7

Dated: 12/21/07

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrances required 12/14/07  
Auditor by cg Date



**Peckham & Wright Architects, Inc.**

15 South Tenth Street  
Columbia, Missouri 65201

(573) 449-2683

Fax: (573) 442-6213

[www.PWArchitects.com](http://www.PWArchitects.com)

**PWA HOURLY RATE SCHEDULE**

**as of January 2008**

SR. PRINCIPAL	\$135.00
PRINCIPAL	\$120.00
PROJECT MANAGER	\$110.00
ARCHITECT IV	\$100.00
ARCHITECT III	\$90.00
ARCHITECT II	\$80.00
ARCHITECT I	\$70.00
TECHNICIAN	\$65.00
SR. ADMINISTRATIVE	\$60.00
ADMINISTRATIVE	\$45.00

The following expenses will be billed at our cost x 1.2: (sub)consultants, reproduction, out-of-town travel, long-distance phone, photographs, renderings, and postage/shipping/delivery.

## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 30<sup>th</sup> day of November, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terra Technologies, Inc. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

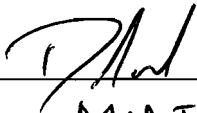
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

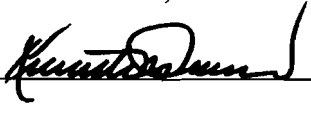
**TERRA TECHNOLOGIES, INC.**

By   
DAVID J HEINTZE

Title Principal

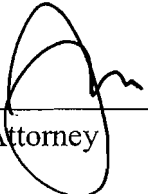
Dated: 11/30/07

**BOONE COUNTY, MISSOURI**


By   
Presiding Commissioner

Dated: 12/21/07


APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

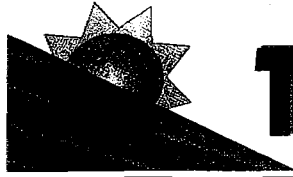
  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 12/14/07  
Auditor by cqr Date





# TERRA TECHNOLOGIES

St. Louis, Missouri • Columbia, Missouri • Overland Park, Kansas

## TERRA TECHNOLOGIES, INC. ENGINEERS / SCIENTISTS

### BOONE COUNTY MISSOURI PROFESSIONAL ENGINEERING SERVICES

#### STANDARD HOURLY RATES - 2008

EMPLOYMENT CLASSIFICATION	HOURLY RATE
Principal	\$105.00
Senior Engineer	\$ 95.00
Biological Engineer	\$ 95.00
Assistant Engineer	\$ 75.00
Horticulturist	\$ 85.00
Wetland Scientist	\$ 85.00
Agrohistologist	\$125.00
Construction Manager	\$ 65.00
Design Technician	\$ 60.00
Secretary	\$ 35.00

#### EXPENSES

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc) incurred will be charged at cost plus 10% to cover administrative overhead. The following items will be charged as shown:

Personal and Company Vehicle: ..... \$ 0.50/mile  
Lodging/Per diem: .....\$115.00/day

Effective Date: January 1, 2008

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 26<sup>th</sup> day of NOVEMBER 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Terracon (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided and to the extent that any such claim, damage, loss or expenses, is caused by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter

within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

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13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TERRACON

By *Eric Adkins*

Title PRINCIPAL

Dated: 11-26-07

BOONE COUNTY, MISSOURI

By *Leann Redmon*

Presiding Commissioner

Dated: 12/21/07

APPROVED AS TO FORM:

*[Signature]*  
County Attorney

ATTEST:

*Wendy S. Neenan*  
County Clerk

APPROVED:

*David [Signature]*  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 12/14/07  
Auditor *by eg* Date

# Terracon

2008

## Schedule of Services and Fees Geotechnical, Construction Materials, Environmental, Pavements and Facilities Services

### I. PERSONNEL

Senior Principal/Program Manager.....	155.00/hour
Principal .....	140.00/hour
Senior Project Manager.....	125.00/hour
Project Manager .....	115.00/hour
Project Professional IV .....	105.00/hour
Project Professional III .....	95.00/hour
Project Professional II .....	85.00/hour
Project Professional I .....	75.00/hour*
Technician (4 hours minimum).....	45.00/hour*
Drafts Person/Cad Operator.....	60.00/hour
Clerical/Administrative Staff .....	45.00/hour

\*An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.

NOTE: Deposition or court testimony at 1.5 times regular rate - minimum of \$150.00/hour

### II. EXPENSES AND SUPPLIES

Vehicle Charge (local area, within 25 miles of office).....	70.00/day
Vehicle Charge (local area, within 25 miles of office, less than 4 hours).....	48.00/1/2 day
Vehicle Charge (outside local area).....	0.55/mile
Per Diem, Lodging and Food.....	Minimum of 90.00/day
Miscellaneous charges, including analytical laboratory tests, shipping charges, rental equipment, outside labor, public transportation, materials, or other contracted services .....	Cost + 15%

### III. DRILLING

Location and elevation of borings, two-person crew .....	125.00/hour
Logging and Stratification of Boring Logs .....	65.00/hour
Mobilization of equipment and personnel – Truck Drill..... (3.20/mile each way)	285.00/minimum
All-Terrain or Track-mounted Drill..... (4.20/mile each way)	425.00/minimum
Support Vehicle.....	90.00/day
Additional charge for sloping, soft ground, or swampy sites where an ATV .....	315.00/day
(non-truck-mounted) drill rig is required .....	975.00/week
<u>Auger Drill Rig</u>	
Auger drilling without undisturbed sampling .....	9.35/foot
For disturbed samples	
0 - 40 pulling augers .....	30.00/sample
40 - 80 pulling augers .....	40.00/sample



**III. DRILLING (continued)**

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

<u>Depth-Feet</u>	
0 - 20 .....	13.00/foot
20 - 40 .....	14.25/foot
40 - 60 .....	16.25/foot
60 - 80 .....	19.50/foot
80 - 100.....	22.00/foot
Additional charge for drilling in weathered shale or sandstone.....	7.00/foot
Additional charge for Hollow Stem Augers (if required)	
0 - 40 .....	4.00/foot
40 - 80.....	5.00/foot

**Rotary Drill Rig**

Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

<u>Depth-Feet</u>	
0 - 20 .....	14.25/foot
20 - 40.....	16.25/foot
40 - 80 .....	19.50/foot
(harder than Qu=5 TSF or 50 blows/ft.) .....	23.50/foot
80 - 120 .....	26.50/foot
(harder than Qu=5 TSF or 50 blows/ft.) .....	32.00/foot

Additional charge for casing or drilling mud, where required.

<u>Depth Feet</u>	
0 - 40 (Mud or NX Casing) .....	3.50/foot
(4" Casing).....	5.25/foot
40 - 80 (Mud or NX Casing) .....	5.00/foot
(4" Casing).....	6.75/foot
80 - 120 (Mud or NX Casing) .....	5.75/foot
(4" Casing).....	8.25/foot
Drilling with organic fluids (additional) .....	quote on request
Hot water for wash boring when temperature is below 20 <sup>o</sup> .....	Cost + 20%

Additional thin wall or split-spoon samples

<u>Depth Feet</u>	
0 - 20 .....	25.00/sample
20 - 40 .....	30.00/sample
40 - 60 .....	35.00/sample
60 - 80 .....	50.00/sample
80 - 120 .....	60.00/sample

Drilling and sampling in strata containing primarily broken bedrock, boulders, cobbles, slag or fill containing large percentages of concrete and/or steel, plus any material where standard penetrating resistance exceeds 100/6".

<u>Depth-Feet</u>	
0 - 20 .....	27.00/foot
20 - 40.....	29.00/foot
40 - 80 .....	35.00/foot
80 - 120 .....	40.00/foot

Rock Coring Set Up.....	90.00/boring
NX Coring (5' minimum) 0 - 40 feet.....	41.00/foot
+ 40 feet .....	43.00/foot
4 inch coring .....	quote on request
Wire Line coring.....	quote on request
Rock Bit Drilling .....	30.00/foot

**IV. DRILLING (continued)**

Hourly charge for field personnel and drilling equipment	
Drilling w/truck-mount rig with two persons .....	180.00/hour
	(Overtime) 205.00/hour
Drilling w/track-mount & ATV rig with two persons .....	195.00/hour
	(Overtime) 220.00/hour
Cost of special equipment for moving drilling equipment.....	Cost + 20%
about the site or for special permits	
Setup time per boring or for client delay/stand-by time	
Truck-mount.....	125.00/hour
Track-mount & ATV.....	140.00/hour
Well point installation in drilled borehole, installing plastic .....	215.00/hole
perforated pipe (3" max size) does not include drilling hole.....	5.50/foot
Additional charge for surface protector pipe and cap .....	Min. of 200.00
Plugging borehole with bentonite chips (max. 8" diameter) .....	5.00/foot

- NOTE:
- a. Higher price for shallow holes or when there is a risk of losing or breaking augers.
  - b. Environmental projects may have surcharge if hazardous site conditions.
  - c. Rock bit and diamond bit wear will be charged at cost for hourly drilling and where hard or fractured rock results in excessive bit wear. All prices are for NX and BX size only.
  - d. Wash boring and casing prices apply when washing through hollow stem augers.

**V. GEOPROBE SYSTEM**

Mobilization .....	375.00 plus 0.75/mile
Unit Rental (Does not include personnel time)	
Geoprobe Sampling only .....	750.00/day
Geoprobe® with On-site Gas Chromatography Analysis .....	quote upon request
Consumable Geoprobe® Supplies.....	Cost + 20%
Standby/Client Delay Time - truck and operator.....	165.00/hour

**VI. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel time not included)**

Nuclear Density and Moisture Measuring Equipment .....	8.00/test
	55.00/day
	185.00/week
Cross Hole Sonic Logging Equipment .....	quote on request
Seismic Equipment.....	quote on request
Vibration Seismograph .....	175.00/day
Electrical Resistivity Equipment.....	100.00/day
Pressuremeter, Dutch Cone, Bore Hole Shear Equipment .....	275.00/day
Additional Pressuremeter Membranes or End Caps .....	200.00/each
Vane Shear Equipment.....	150.00/day
Inclinometer.....	120.00/day
	350.00/week
Inclinometer Casing.....	Cost + 20%
Instrumentation Equipment - Stress Strain	
Gauge .....	75.00/week
Dial Indicators .....	20.00/week
Jack - 30 Ton .....	150.00/week
Moisture meter (for moisture in wood, insulation, drywall) .....	30.00/day

James R-Meter (for size and location of reinforcing steel).....	45.00/day
Profometer.....	105.00/day
Ferroskan .....	160.00/day
Floor Flatness Equipment (Dipstick).....	100.00/half-day
.....	130.00/day
.....	475.00/week
Maturity Meter .....	70.00/day
Probes .....	35.00/each
Brass 2 inch Cube Mold .....	8.00/day
.....	30.00/week
Pulse Velocity .....	95.00/day
Windsor Probe .....	75.00/day
Set of Three Probes.....	50.00/set
Windsor Pin .....	75.00/day
.....	20.00/probe
Beam Mold .....	9.00/day
.....	30.00/week
Cleaning, Beam Mold .....	17.00/each
Digital Camera.....	20.00/day
Global Positioning System.....	quote on request

**VII. ENVIRONMENTAL EQUIPMENT RENTAL (Personnel time not included)**

**Development, Sampling and Test Equipment**

Bailer (SS).....	25.00/day
Bailer (disposable).....	20.00/each
Hand Pump (PVC).....	30.00/day
4" Electric Pump.....	100.00/day
Temperature, pH, conductivity meters .....	35.00/day
Bladder Pump 1.8" OD SS .....	125.00/day
Sediment Sampler.....	20.00/day
Electric Water Level Indicator .....	35.00/day
Data Acquisition Station w/ Transducer.....	125.00/day
Additional Transducers .....	65.00/day
Recorder, Multi-Channel Portable Sequential Water Sampler .....	60.00/day
or Flow meter/chart recorder	
Portable Sequential Water Sampler with Flow meter/chart recorder.....	90.00/day
2" Redi-Flow Pump.....	90.00/day
Overpack Drums .....	180.00/each
Laser Level.....	100.00/day

**Monitoring Equipment**

Toxic Gas Detector (Single Gas) .....	40.00/day
Hydrocarbon/Water Interface Probe .....	40.00/day
Photoionization Detector .....	110.00/day
Ion Selective Meter.....	60.00/day
Metal/Cable Detector.....	50.00/day
Air Velocity Indicator (Anemometer) .....	45.00/day
Air Sampling Pump, Personal.....	35.00/day
Air Sample Pump, Detector Tube .....	15.00/day
Sound Level Meter .....	55.00/day
Noise Dosimeter.....	45.00/day
Viable Microorganism Sampler/Pump.....	85.00/day

Carbon Monoxide Monitor (Single Gas).....	45.00/day
Indoor Air Quality Monitor (TSI) .....	55.00/day
Oxygen/Combustible Gas/H2S Monitor .....	60.00/day
Carbon Dioxide Monitor (Single Gas) .....	50.00/day
Dissolved Oxygen Meter.....	55.00/day
Turbidity Meter .....	45.00/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared).....	95.00/day
Mercury Vapor Analyzer.....	75.00/day
Rescue/Retrieval Tripod and Winch .....	100.00/day
Manhole Ventilator.....	75.00/day
Detector Tubes, Colorimetric .....	Cost + 20%

**Lead/Asbestos Equipment**

XRF (Lead in Paint Analyzer) .....	260.00/day
High Volume Sample Pump.....	40.00/day
Microscope (Phase Contrast) .....	30.00/day

**Cleaning Equipment**

High pressure, hot water portable washer; .....	130.00/day
with Generator .....	165.00/day
High pressure, cold water portable washer;.....	70.00/day
with Generator .....	105.00/day
Station for Cleaning Fluid Collection .....	
250 Gallon capacity .....	35.00/day
Steam Cleaner.....	175.00/day
Generator .....	65.00/day
Cleaning Trailer (W/O fluid collection Option) .....	260.00/day
includes trailer, washer, generator, hoses	

**Supplied Atmosphere - Respiratory Equipment**

Positive Pressure Airline Respirator System (per person) .....	quote on request
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**VII. SOIL LABORATORY TESTING**

**Identification**

Atterberg Limits Determination (LL, PL) .....	55.00/test
Atterberg Limits Determination (C.O.E. Method) .....	110.00/test
Combined Analysis (Hydrometer and Sieve) .....	98.00/test
Density Determination (Shelby tube sample).....	11.00/test
Density Determination (Irregular sample) .....	30.00/test
Hydrometer Analysis.....	70.00/test
Organic Content (by heating) .....	42.00/test
Shrinkage Limit Determination .....	60.00/test
Sieve Analysis (Unwashed) .....	57.00/test
Sieve Analysis (Washed over #200 sieve).....	70.00/test
Specific Gravity Determination.....	65.00/test
Visual Engineering Classification.....	6.00/each
Moisture Content Determination .....	9.00/test
Soil Suction (ASTM, D-5298).....	35.00/test
Porosity .....	95.00/test
Pin Hole Dispersion.....	350.00/test
With Remolding of Sample .....	375.00/test
Sand Equivalent .....	165.00/test

**Consolidation**

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 16 tsf.....	410.00/test
Test with Pressure-Void Ratio Curve (C.O.E. Method).....	550.00/test
Plotted Time Curves.....	70.00/each
Each additional Unloaded-Reload Cycle.....	110.00/cycle
Swell Test single pressure.....	120.00/test
Additional pressures.....	50.00/each
Swell Test (ASTM STP 479).....	235.00/test

**Shear Strength**

Unconfined Compression	
Undisturbed Soil Sample.....	29.00/test
Undisturbed Soil Sample COE Method.....	40.00/test
With Stress-Strain Curve.....	54.00/each
With Stress-Strain Curve COE Method.....	67.00/each
Calibrated Hand Penetrometer or Torvane.....	4.00/each
Direct Shear FAST (cohesionless).....	160.00/point
Direct Shear SLOW (cohesive).....	250.00/point
Standard Sample Preparation.....	65.00/sample
Preparation on remolding for difficult samples.....	70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash.....	55.00/test

**Triaxial Compression**

	<u>Unconsolidated</u> <u>Undrained Triaxial</u>	<u>Consolidated</u> <u>Undrained Triaxial</u>	<u>Consolidated</u> <u>Drained Triaxial</u>
Total per Circle	\$175.00	\$425.00	quote on request

*Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.*

*Consolidated Undrained Test includes pore pressure measurements.*

**Compaction and Density**

Laboratory CBR.....	300.00/test
R-Valve (ASTM D-2844).....	350.00/each
Modified Proctor (ASTM D 1557).....	165.00/test*
Modified Proctor (COE Method).....	160.00/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method).....	260.00/each
Standard Proctor (ASTM D 698).....	145.00/each*
Standard Proctor (COE Method).....	155.00/each*
Standard Proctor with Fly Ash (2 hour Delay).....	195.00/each
Harvard Minature.....	170.00/each
Field CBR.....	On Request
*Additional charge for Coarse Aggregate Correction.....	20.00/each

**Permeability**

Constant Head Permeability Test.....	315.00/test
Falling Head Permeability Test.....	250.00/test
Preparation of Remolded Samples.....	60.00/each

**Chemical Tests**

pH (by meter) .....	30.00/each
Electrical Conductivity by Miller box.....	95.00/each
Chloride Concentration.....	70.00/each
Soluble Sulfate .....	65.00/each
Cation Exchange Capacity of Soil.....	115.00/each

**VIII. HEAVY WEIGHT DEFLECTOMETER - PAVEMENT EVALUATION**

Field Operations (does not include analysis or mobilization)	
HWD Unit & Operator (4 hour minimum) .....	430.00/hour
Mobilization and Traffic Control .....	Cost+20%

**IX. ROOFING**

Services of Senior Roofing Technician .....	67.00/hour
Services of Roofing Technician.....	56.00/hour
Roof Sample Analysis – Quantitative	
Asphalt, No Gravel.....	Minimum 200.00/each
Asphalt, Gravel.....	Minimum 250.00/each
Coal Tar, Gravel.....	Minimum 320.00/each

**X. STRUCTURAL STEEL AND METALS**

AWS Certified Welding Inspector .....	70.00/hour
AWS Certified Associate Welding Inspector .....	60.00/hour
Ultrasonic Examination of Welds.....	67.00/hour
Ultrasonic Equipment and Consumables .....	100.00/day
Magnetic Particle or Dye Penetrant Examination.....	67.00/hour
Magnetic Particle or Dye Penetrant Materials .....	Cost + 20%
AWS or ASME Welder Qualifications .....	
Pipe .....	115.00/each
Plate .....	70.00/each*
Weld Procedure Qualification	
AWS .....	350.00/each*
ASME .....	375.00/each*
Tensile, Yield and Elongation Test .....	75.00each*

\* Excluding machining, sample preparation and base metal costs, if required.

**XI. AGGREGATES**

Sieve Analysis (ASTM C 136).....	70.00/each
Analysis of Material finer than #200 Sieve (ASTM C 117).....	42.00/each
Combined Coarse and Fine .....	85.00/each
Organic Impurities - Colorimetric (ASTM C 40) .....	40.00/each
Lightweight Particles or Chert Analysis (ASTM C 123):	
Fine.....	80.00/each
Coarse .....	140.00/each
Chert.....	140.00/each
Clay Lumps (ASTM C 142).....	55.00each
Soundness (ASTM C 88) (5 cycles).....	315.00/each
Large Size Aggregate .....	340.00/each

**Aggregates (continued)**

Abrasion (ASTM C 131) .....	190.00/each
Large Size Aggregate .....	230.00/each
Organic Impurities - Mortar Strength (ASTM C 87) .....	440.00/each
Specific Gravity (ASTM C 127 or 128).....	50.00/each
Absorption Analysis (ASTM C 127 or 128).....	50.00/each
Unit Weight (ASTM C 29).....	50.00/each
Specific Gravity and Absorption combined (ASTM C 127 or 128).....	65.00/each
Percentage Particles Less Than 1.95 Gr. Gravity (AASHTO T 150) .....	On Request
Scratch Hardness Test .....	50.00/each
Freeze thaw (AASHTO T-103).....	650.00/each
Flat and Elongated Particles.....	120.00/each
Crushed Particle Determination.....	80.00/each
Bulk Impregnated Specific Gravity.....	325.00/each
Solubility .....	75.00/each

**XII. ASPHALT**

Extraction (ASTM D 2172) (includes gradation).....	145.00/each
Extraction only .....	95.00/each
Asphalt Cement by ignition (including gradation).....	135.00/each
Marshall Density Specimens (ASTM 2726) (already mixed) .....	35.00/each
Set of 3 samples .....	90.00/set
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed) ..	45.00/each
Set of 3 samples .....	120.00/set
Core Density (field cut).....	25.00/each
Asphalt Design Mix Review (Marshall Method).....	325.00/design
Three Point Marshall Curve (including laboratory mixed asphalt with 9 stability, flow and density tests).....	715.00/set
Additional Point.....	185.00
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples) .	135.00/set
Super Pave Molded Density Specimens (Set of 3 samples) .....	185.00/set
Penetration and Specific Gravity (ASTM D 5).....	75.00/each
In-place Asphalt Density with nuclear testing unit (equipment only).....	55.00/day
Bitumen Softening Point.....	60.00/each
Asphalt Coring - person.....	57.00/hour
1) Core Drilling Machine .....	75.00/day
2) Generator.....	65.00/day
Strength Retention Test.....	520.00/test
Theoretical Maximum Specific Gravity (ASTM D 2041) .....	100.00/test
Abson recovery .....	675.00/test
Viscosity of Bituminous Materials (Kinematic) .....	100.00/test
Absolute.....	100.00/test
FAA Moisture in Mix.....	75.00/test

**XIII. CONCRETE AND MASONRY**

Concrete or Mortar Mix Verification.....	300.00/each
Laboratory Concrete Trial Batch (with cylinders) .....	500.00/minimum
Laboratory Concrete Trial Bath (with beams) .....	750.00/minimum
Initial setting time (ASTM C 403) (already mixed).....	250.00/each

**Concrete and Masonry (continued)**

Compressive Strength of Cylinder (ASTM C 39).....	14.50/each*
Special capping for irregular surface.....	16.00/each
6" x 12"/4" x 8"/ or 3" x 6" cylinder molds .....	1.25/each
Trimming for capping (if required).....	20.00/each
Strip and cured test cylinders, not tested .....	14.50/each
<i>*This includes one copy of report sent to one location. Additional copies of each report 0.25/copy/mailling and additional locations sent are 2.00/mailling/location.</i>	
Flexural Strength of Concrete Beam.....	53.00/each
(Cleaning charges in addition where applicable)	
Splitting Tensile Test (6" Cylinders).....	30.00/each
Concrete coring - technician.....	70.00/hour
a. Core drilling machine .....	70.00/day
b. Generator .....	65.00/day
c. Diamond bit wear per inch depth (1" steel = 12" concrete)	
3-5 inch diameter core.....	4.00/inch
5-7 inch diameter core.....	5.00/inch
Concrete sawing - technician.....	60.00/hour
1) Saw .....	55.00/day
2) Blades .....	Cost + 20%
Concrete core, measurement and strength .....	47.00/core
Trimming.....	20.00/cut
Compressive Strength and Dimensions of Masonry Block Units ASTM C 140 (minimum of 3) Depending on size and quantity.....	35.00 to 75.00/each
Net Area, Absorption, Specific Gravity and Moisture Content of Masonry Block (ASTM C 140) .....	65.00/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426).....	260.00/each
Compressive Strength of Masonry Block Prism (Hollow).....	130.00/each
Compressive Strength of Masonry Block Prism (filled with grout).....	quote on request
Compressive Strength of 3x6 inch Grout Prism .....	30.00/each
Compressive Strength of 2 inch Mortar Cube or 3 inch diameter cylinder .....	14.50/each
Laboratory Mortar, Trial Batch (does not include testing cubes) .....	260.00/each
Mortar Flow Test (ASTM C 270) .....	60.00/test
Mortar Water Retention Test (ASTM C 270).....	210.00/test
Efflorescence Test.....	140.00/each
Each additional concurrently tested material.....	85.00/each
Chloride ion content of concrete (submitted sample prepared through #50 sieve) James Meter	
Less than 5 samples .....	45.00/each
5 or more samples .....	35.00/each
AASHTO Titration	
Less than 5 samples .....	60.00/each
5 or more samples .....	50.00/each
Sample Preparation.....	47.00/hour
Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing	
1st Sample.....	225.00/each
Additional Samples .....	170.00/each
Rapid cure by boiling procedure .....	85.00/each



## GENERAL CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 20<sup>th</sup> day of December, 200~~8~~<sup>7</sup>, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Trabue, Hansen & Hinshaw, Inc. (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TRABUE, HANSEN & HINSHAW, INC.

By [Signature]

Title PRESIDENT

Dated: 11-26-07

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 12/21/07

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Public Works

CERTIFICATION:

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

No encumbrance required 12/14/07  
Auditor by cg Date

# Rate Schedule

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## TRABUE, HANSEN & HINSHAW, Inc.

### HOURLY RATE SCHEDULE (effective 12-1-2007)

P1	Principal	\$160.00
E5	Engineer 5	\$140.00
E4	Engineer 4	\$120.00
E3	Engineer 3	\$105.00
E2	Engineer 2	\$90.00
E1	Engineer 1	\$75.00
PLS2	Professional Land Surveyor 2	\$95.00
PLS1	Professional Land Surveyor 2	\$80.00
T5	Technician 5	\$85.00
T4	Technician 4	\$70.00
T3	Technician 3	\$60.00
T2	Technician 2	\$50.00
T1	Technician 1	\$40.00
C1	Administrative	\$50.00

### REIMBURSABLE EXPENSES

Mileage	IRS rate (currently \$0.485)
Large Format Copies	\$1.50
Xerox Copies (8 1/2 x 11)	\$0.08
Xerox Copies (11 x 17)	\$0.15
Other Reimbursables	cost + 10%
Consultants	cost + 10%

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the following resolution:

**A RESOLUTION ORDERING THE PROJECT, COUNTRY SQUIRE SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.**

**WHEREAS**, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Country Squire Sanitary Sewer Neighborhood Improvement District Project to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 478-2007; and

**WHEREAS**, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

**NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:**

**Section 1.** The conceptual plans for the Country Squire Sanitary Sewer Neighborhood Improvement District Project, providing for an estimated cost of \$229,400 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the engineering and improvements described therein are ordered to be made.

**Section 2.** The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$286,750.

**Section 3.** The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

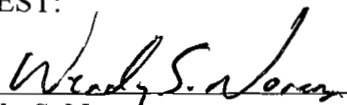



**Section 4.** This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

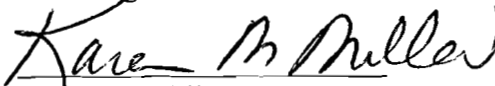
**Section 5.** This Order shall be in full force and effect from and after its passage.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:


  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkm  
District II Commissioner

On this 20<sup>th</sup> day of December, 2007 before me personally appeared Ken Pearson, Karen M. Miller and Skip Elkin, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in Boone County, Missouri, the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission expires: September 18, 2011

**JOSHUA NORBERG**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires September 18, 2011  
Commission # 07267690

**Exhibit A**  
**Country Squire Sanitary Sewer Neighborhood Improvement District**  
**Proposed Assessment Roll**

<u>Boone County, Missouri,</u> <u>Tax Parcel #</u>	<u>Proposed</u> <u>Assessment</u>
11-901-26-00-020.00	\$ 6,200
11-901-26-09-002.00	\$ 12,400
11-901-26-09-003.00	\$ 12,400
11-901-26-09-004.00	\$ 12,400
11-901-26-09-005.00	\$ 12,400
11-901-26-09-006.00	\$ 12,400
11-901-26-09-007.00	\$ 12,400
11-901-26-09-008.00	\$ 12,400
11-901-26-09-009.00	\$ 12,400
11-901-26-09-010.00	\$ 6,200
11-901-26-09-011.00	\$ 12,400
11-901-26-09-012.00	\$ 12,400
11-901-26-09-013.00	\$ 12,400
11-901-26-09-014.00	\$ 12,400
11-901-26-09-015.00	\$ 6,200
11-901-26-06-003.00	\$ 6,200
11-901-26-06-003.02	\$ 6,200
11-901-26-06-003.01	\$ 6,200
11-901-26-06-002.00	\$ 6,200
11-901-26-06-001.00	\$ 6,200
11-903-35-00-002.00	\$ 6,200
11-903-35-01-007.00	\$ 6,200
11-903-35-01-005.00	\$ 6,200
11-903-35-01-004.00	\$ 6,200
11-903-35-00-006.02	\$ 6,200

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.


December Session of the October Adjourned Term. 20 07

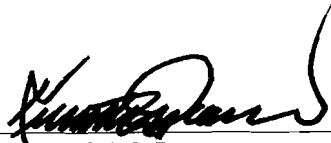
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07  
the following, among other proceedings, were had, viz:

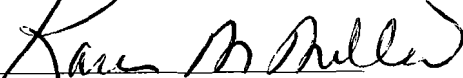
Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to use Law Enforcement Sales Tax class 9 excess funds to cover the purchase of two (2) falling plate systems and a dueling tree system.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Kareh M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned Term. 20 07

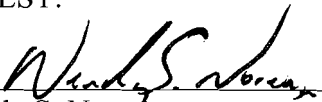
In the County Commission of said county, on the 20<sup>th</sup> day of December 20 07

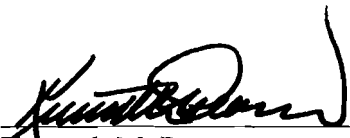
the following, among other proceedings, were had, viz:

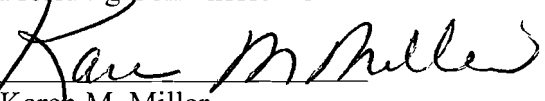
Now on this day the County Commission of the County of Boone does hereby appoint Gordon McCune to the Health Trust Committee for a term beginning December 20, 2007, and ending December 19, 2010.

Done this 20<sup>th</sup> day of December, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

effective 12/20/07  
exp 12/20/2010



742-2007  
Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

RECEIVED DEC 13 2007

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Health Trust Term: \_\_\_\_\_

Current Township: Boone Today's Date: 12-12-07

Name: Gordon McCune

Home Address: 7351 Ballew Rd Town Hallsville Zip Code: 65255

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

Home Phone: 573 696 2950 Work Phone: 449 8515

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Past Community Service: 4-H leader, PTA, Elk member

References: Harry J Wolff

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.

Gordon McCune  
Applicant  
Signature

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

COPY

November 30, 2007

Gordon McCune  
7351 Ballew Rd.  
Hallsville, MO 65255

Dear Mr. McCune:

Your term on the Health Trust Committee expires on December 31, 2007. If you are interested in continuing to be on this board, it will be necessary to complete a new application and submit it to our office. Please list any changes in address or phone numbers and add any other pertinent information you would like us to have. If you would no longer like to serve on the above mentioned Board, please contact us so we may vacate the position for another candidate.

For your convenience, I have enclosed an application should you wish to reapply. Please submit your application to the Boone County Commission Office at 801 East Walnut, Columbia, MO 65201, as soon as possible. It is also acceptable to fax your application to (573) 886-4311 or submit through our website: [SHOWMEBOONE.COM](http://SHOWMEBOONE.COM).

Your past service on the Health Trust Committee has been greatly appreciated. If you have any questions or concerns, please contact me at 886-4305.

Sincerely,

Jessica Sapp  
Secretary of Boone County Commission  
Roger B. Wilson Gov. Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
(PH) 573-886-4305

Enc.