

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C316030001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling with Veolia Es-technical Solutions LLC of ~~Port~~ Washington, WI.   
 *Port my*

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

Done this 14th day of January, 2016.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Karen M. Miller*  
Karen M. Miller  
District I Commissioner  
*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett  
DATE: December 1, 2015  
RE: State of Missouri Cooperative Contract for C316030001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling

Purchasing and Facilities Maintenance request permission to utilize State of Missouri cooperative contract C316030001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling with Veolia Es-technical Solutions LLC of Port Washington, Wisconsin.

Invoices from this Term and Supply contract will be paid from the following:  
Department 6100 – Facilities and Grounds Maintenance, account 71526 – Disposal Services.

Department 2040 – Public Works, account 48400 – Solid Waste.

Department 1256 – Sheriff and Corrections Maintenance, account 71526 – Disposal Services.

cc: Contract File  
Bob Davidson, Facilities Maintenance  
Greg Edington, Public Works  
Gary German, Sheriff Department

**PURCHASE AGREEMENT FOR  
FLUORESCENT BULB AND NON-RECHARGEABLE BATTERY RECYCLING SERVICES**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Veolia Es Technical Solutions, L.L.C.**, herein "Vendor."

**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 **Fluorescent Bulb and non-Rechargeable Battery Recycling Services**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C316030001** as well as the Work Authorization Certification and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the State of Missouri Contract **C316030001** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Fluorescent Bulb and Non-Rechargeable Battery Recycling as identified and responded to in the Contractor's Bid Response and in the attached State of Missouri contract. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the State of Missouri contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **October 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB 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.
4. **Delivery** - Contractor agrees to deliver the Fluorescent Bulb and non-Rechargeable Battery Recycling Services per the bid specifications.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Vendor'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 Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 Vendor, 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:

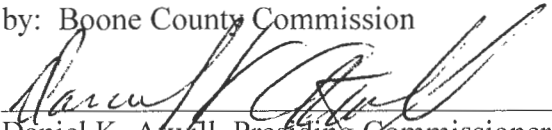
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

**VEOLIA ES TECHNICAL SOLUTIONS, L.L.C.**

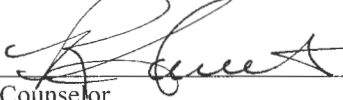
**BOONE COUNTY, MISSOURI**

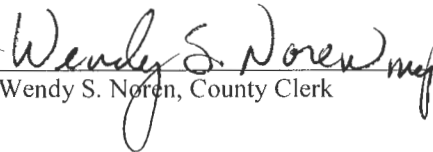
by   
title Regional Account Manager

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

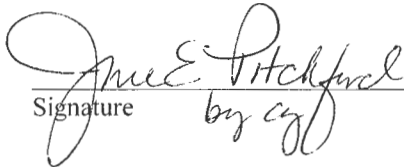
ATTEST:

by:   
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by cyj

6100, 2040, 1256-71526/48400/71526 Term and Supply  
4/5/16 Date No Encumbrance Required Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services.

Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

November 5, 2015

**CONTRACT TITLE:**           **Fluorescent Bulb and Non-Rechargeable Battery Recycling Services**

<b>CURRENT CONTRACT PERIOD:</b>	<b>November 1, 2015 through October 31, 2016</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	November 1, 2015 through October 31, 2016
	Renewal Options Available:	2
	Potential Final Expiration:	October 31, 2018
<b>BUYER INFORMATION:</b>	Jessica Andres 573-751-1567 <a href="mailto:Jessica.andres@oa.mo.gov">Jessica.andres@oa.mo.gov</a>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.  
Local Purchase Authority should not be used to purchase supplies/services included  
in this contract.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C316030001	3642879980 6	Veolia Es-technical Solutions LLC 1275 Mineral Springs Dr Port Washington WI 53074-2163 Email: <a href="mailto:Andrew.johnson2@veolia.com">Andrew.johnson2@veolia.com</a> Phone: (920) 574-8571 Fax: (262) 284-3775	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

<b>Contract Period</b>	<b>Issue Date</b>	<b>Summary of Changes</b>
11/1/15 – 10/31/16	11/05/15	<b>Initial issuance of new statewide contract</b>



**1.1 General Requirements:**

- 1.1.1 The contractor shall provide fluorescent bulb and non-rechargeable battery recycling services in accordance with the Missouri Hazardous Waste Management Laws, specifically 10 CSR 25-16.273, for various agencies located throughout the State of Missouri (hereinafter referred to as "state agency"), in accordance with the provisions and requirements herein and to the sole satisfaction of the state agency.
  - a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 1.1.2 The contractor shall comply with all United States Environmental Protection Agency (hereinafter referred to as the EPA), Missouri Department of Natural Resources (hereinafter referred to as the DNR), United States Department of Transportation (hereinafter referred to as the USDOT), and local and county regulations regarding fluorescent bulb and non-rechargeable battery recycling services.
- 1.1.3 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 1.1.4 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide fluorescent bulb and non-rechargeable battery recycling services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**1.2 Performance Requirements:**

1.2.1 The contractor shall provide recycling services for the following fluorescent bulb and non-rechargeable battery types:

Fluorescent Bulb Types		Non-Rechargeable Battery Types
Straight Fluorescent	Shatter-Shield/Power Groove	Lithium/Mercury
Broken Fluorescent	Incandescent	Silver-Oxide
Utube/Circular	PCB Ballast	Alkaline/Single-Use
HID/Mercury/Halide/Sodium	Non-PCB Ballast	
Compacts		

- 1.2.2 The contractor shall provide for both the pickup of fluorescent bulbs and non-rechargeable batteries from the state agency and the shipment of fluorescent bulbs and non-rechargeable batteries to the contractor by the state agency.
- 1.2.3 Upon request by the state agency, the contractor shall provide containers (for large and pallet loads) and universal waste labels to the state agency for the storage of fluorescent bulb and non-rechargeable batteries pending pickup. The contractor shall provide such containers and labels at no charge to the state agency. All containers and labels shall be recyclable or reusable.

- 1.2.4 Upon request by the state agency, the contractor shall provide pre-paid shipping containers (for small loads) and universal waste labels for the state agency to use to ship fluorescent bulbs and non-rechargeable batteries to the contractor.
- 1.2.5 When fluorescent bulb or non-rechargeable battery pickup is required by the state agency, the state agency shall contact the contractor to schedule a pickup.
- a. The contractor shall schedule a pickup with the state agency within five (5) business days of the state agency's request.
  - b. The contractor shall arrive at the state agency pickup point during normal business hours, as indicated by the state agency.
  - c. In the event the contractor is unable to provide a pickup due to unforeseen circumstance beyond the contractor's control, the contractor shall immediately notify the state agency of the inability to pickup and shall coordinate a new pickup within forty-eight (48) hours of the original scheduled pickup.
  - d. The state agency shall provide the contractor with at least a forty-eight (48) hour notification of a pickup cancellation or need for pickup rescheduling.
- 1.2.6 The state agency will have all fluorescent bulbs and non-rechargeable batteries loaded in containers and brought to the state agency's loading dock, or equivalent area, for pickup prior to the contractor's arrival.
- 1.2.7 The contractor shall transport the fluorescent bulbs and non-rechargeable batteries from the state agency to the contractor's certified facility.
- a. The contractor must have and maintain a Missouri Hazardous Waste Transporter License, a United States Department of Transportation (hereinafter referred to as "USDOT") Hazmat License, and all relevant licenses, permits, and registrations for the states that materials are transported through to reach their final destination.
  - b. The contractor's pickup and transport vehicle drivers must be USDOT Hazmat trained and certified.
  - c. The contractor must have a MCS 90 or comparable insurance endorsement proving the transport vehicles can be operated on the road and are legal.
  - d. The contractor's facility must be a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.
- 1.2.8 The contractor shall provide the state agency with a Certificate of Recycle (hereinafter referred to as "COR") for each pickup of fluorescent bulbs and non-rechargeable batteries.
- 1.2.9 The contractor shall ensure all fluorescent bulbs are broken down and reclaimed by each recyclable component (e.g. cardboards, mercury, glass, aluminum).
- a. The contractor must clean and recycle the fluorescent bulb glass, all metal parts, aluminum end caps, and plastic pieces.
  - b. The contractor shall perform all fluorescent bulb processing, including retorting of the mercury phosphor powder.
  - c. The contractor must operate the retorting equipment under negative pressure to ensure no fugitive emissions occur.

### **1.3 Reporting Requirements:**

- 1.3.1 On a monthly basis and by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide a report, sorted by state agency, which shall include the following:
- a. The utilizing state agency name;
  - b. The date of pick up from the state agency;
  - c. The location of pick up from the state agency;
  - d. The date the shipment was received at the contractor's facility;
  - e. The number and size of shipping containers received by the contractor;
  - f. A description, including quantities and types of items received;
  - g. The unit cost for each item received; and
  - h. The total cost for the shipment.
- 1.3.2 The contractor shall send a copy of the report to each utilizing state agency and the State Recycling Coordinator at [recycling@oa.mo.gov](mailto:recycling@oa.mo.gov).

### **1.4 Invoicing and Payment Requirements:**

- 1.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.4.2 Invoicing – The contractor shall submit a monthly itemized invoice to each utilizing state agency for the actual services provided during the month. Each invoice shall be itemized by the date of pickup, the location of pickup, the quantity and types of fluorescent bulbs and non-rechargeable batteries received by the contractor, the number and size of shipping containers received by the contractor, and the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.
- a. The contractor shall include the bill of lading and the COR with the monthly invoice.
  - b. In the event the contractor waits for state agency personnel to finish preparing a shipment for pickup or the contractor waits for state agency personnel to be available to sign shipping documents and such time is in excess of one (1) hour, the contractor shall invoice for stand-by time in accordance with the firm, fixed stand-by hourly price stated on the Pricing Pages of the contractor's awarded proposal. Such time shall be pro-rated in one-quarter hour increments.
  - c. In the event the total cost of a pickup at a state agency is less than the minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall invoice for the minimum charge amount in lieu of the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.

- 1.4.3 Payments – After acceptance and approval of the invoice and services provided, each state agency utilizing the contract shall pay the contractor in accordance with the applicable firm, fixed prices stated on the Pricing Pages of the contractor’s awarded proposal.
- a. The contractor shall understand and agree that each state agency utilizing the contract shall be solely responsible for payment for only those services provided to that agency.
  - b. In the event the total payment due to the contractor for the pickup of fluorescent bulbs or non-rechargeable batteries is less than the firm, fixed minimum charge amount stated on the Pricing Pages of the contractor’s awarded proposal, the contractor shall be paid the firm, fixed minimum charge amount in lieu of the applicable firm, fixed unit prices.
- 1.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**1.5 Missouri Statewide Contract Quarterly Administrative Fee:**

- 1.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent (1%) administrative fee shall be non-negotiable.
- 1.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor’s Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the fifteenth (15<sup>th</sup>) calendar day of the month immediately following the end of the calendar quarter, unless the fifteenth (15<sup>th</sup>) is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 1.5.3 Payments shall be made using one (1) of the following acceptable payment methods:
- a. **Check:** Personal check, company check, cashier’s check, or money order made payable to the “Missouri Revolving Information Technology Trust Fund” and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor’s payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
  - b. **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 1.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one (1) contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one (1) contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**1.6 Missouri Statewide Contract Quarterly Administrative Fee Report:**

- 1.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

1.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

1.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one (1) of the following methods:

a. **Mail:** Division of Purchasing and Materials Management,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. **Fax:** (573) 526-9815

c. **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

1.6.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

**1.7 Missouri Statewide Contract Quarterly Usage Report:**

1.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.

Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 1.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 1.7.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or by utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- 1.7.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

## 1.8 Other Contractual Requirements:

- 1.8.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.8.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Pages of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 1.8.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.8.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
  - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 1.8.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.8.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

1.8.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.8.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.



- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

1.8.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.8.11 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.8.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.8.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

1.8.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.8.15 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

#### 1.8.16 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

1.8.17 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

**1.9 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.9.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

- a. Uniform Administrative Requirements - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- b. Cost Principles:
  - 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
  - 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
  - 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
  - 4) 48 CFR 31.2 – For-Profit Organizations; and
  - 5) 45 CFR 74 Appendix E – Hospitals.

1.9.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.9.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth.

The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

- 1.9.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.9.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.9.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.9.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.9.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.9.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:  
<http://www.hhs.gov/asfr/ogapa/aboutog/hhseps107.pdf>
- 1.9.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 1.9.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 1.9.12 Contractor Whistleblower Protections:
  - a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
  - b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
  - c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 1.9.13 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**PRICING PAGES**

*(c/s code 92659)*

**Fluorescent Bulb and Non-Rechargeable Battery Recycling Services:**

<i>Firm, Fixed Price</i>				
<b>Fluorescent Bulbs</b>				
Description	Quantity			
	0-250	251-500	501-1000	1001+
Straight Fluorescent	\$0.0525 per foot <i>Line Item 001</i>	\$0.0525 per foot <i>Line Item 002</i>	\$0.0525 per foot <i>Line Item 003</i>	\$0.0525 per foot <i>Line Item 004</i>
Utube/Circular	\$0.32 per each <i>Line Item 005</i>	\$0.32 per each <i>Line Item 006</i>	\$0.32 per each <i>Line Item 007</i>	\$0.32 per each <i>Line Item 008</i>
HID/Mercury/Halide/Sodium	\$0.75 per each <i>Line Item 009</i>	\$0.75 per each <i>Line Item 010</i>	\$0.75 per each <i>Line Item 011</i>	\$0.75 per each <i>Line Item 012</i>
Compacts	\$0.38 per each <i>Line Item 013</i>	\$0.38 per each <i>Line Item 014</i>	\$0.38 per each <i>Line Item 015</i>	\$0.38 per each <i>Line Item 016</i>
Shatter-Shield/Power Groove	\$0.90 per each <i>Line Item 017</i>	\$0.90 per each <i>Line Item 018</i>	\$0.90 per each <i>Line Item 019</i>	\$0.90 per each <i>Line Item 020</i>
Incandescent	\$0.15 per each <i>Line Item 021</i>	\$0.15 per each <i>Line Item 022</i>	\$0.15 per each <i>Line Item 023</i>	\$0.15 per each <i>Line Item 024</i>
PCB Ballast	\$0.72 per pound <i>Line Item 025</i>			
Broken Fluorescent	\$0.53 per pound <i>Line Item 026</i>			
Non-PCB Ballast	\$0.25 per pound <i>Line Item 027</i>			
<b>Non-Rechargeable Batteries</b>				
Lithium/Mercury	\$4.25 per pound <i>Line Item 028</i>			
Silver-Oxide	\$4.20 per pound <i>Line Item 029</i>			
Alkaline/Single-Use	\$0.60 per pound <i>Line Item 030</i>			

**Stand-By Time:**

<b>Description</b>	<b><i>Firm, Fixed Price</i></b>
Stand-By Time	\$75.00 per hour <i>Line Item 031</i>

**Minimum Charge:**

<b>Description</b>	<b><i>Firm, Fixed Price</i></b>
Minimum Charge	\$360.00 <i>Line Item 032</i>

<b>Description</b>	<b><i>Firm, Fixed Percentage Discount</i></b>
Percent Discount	0% <i>Line Item 033</i>

### RecyclePak® Fluorescent Lamp Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Lamp Recycling containers are only available for use in the Continental United States.

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-043	Medium 4ft Fluorescent Lamp Recycling Box	8.5"x8.5"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	30 T12 / 72 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-34 lbs.)	\$40.75
Supply-044	Medium 8ft Fluorescent Lamp Recycling Box	6"x6"x96"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	16 T12 / 39 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight-35 lbs.)	\$55.75
Supply-065	Large 4ft Fluorescent Lamp Recycling Box	12"x12"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	68 T12 / 146 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, misc. 4ft straight LED lamps and misc. u-tube lamps.* (UN Rated Weight-66 lbs.)	\$66.00
Supply-068	5 Gal Mixed Lamp Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4) Mil Poly Liner and Locking Lid	55 lbs. or 45-90 small to medium CFLs or LEDs.* (UN Rated Weight-55 lbs.)	\$55.50
Supply-098	Small 4ft Fluorescent Lamp Recycling Box	6"x6"x48"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	16 T12 / 39 T8 4ft straight fluorescent lamps, misc. 4ft T5 straight lamps, and misc. 4ft straight LED lamps.* (UN Rated Weight-17 lbs.)	\$32.25
Supply-123	Consumer CFL Recycling Box	6"x6"x6"	Box with (4 Mil) Poly Liner	6-8 medium CFLs or LEDs or 12 small CFLs	\$20.75
Supply-126	2ft Mixed Lamp Recycling Box	16"x16"x25"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	22 T12 / 32 T8 u-tube lamps, misc. amounts of high intensity discharge lamps, up to 250 compact fluorescent lamps or small LED lamps.* (UN Rated Weight-58 lbs.)	\$71.00
Supply-144	Bulk Lamp Recycling Kit	40"x48"x51"	Pallet-Sized Box with (4) Internal Corrugated Tubes and (4 Mil) Poly Liners	800 T12 or 1600 T8 4ft straight lamps or 360 400w HIDs or 312 T12 or 480 T8 u-tubes	\$740.00
Supply-190	Large 8ft Fluorescent Lamp Recycling Box	8"x 8"x96"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	25 T12 / 57 T8 8ft straight fluorescent lamps, misc. 8ft T5 straight lamps, and misc. 8ft straight LED lamps.* (UN Rated Weight-61 lbs.)	\$74.00
Supply-191	Large U-tube, HID Lamp Recycling Box	22"x22"x24"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	46 T12 / 81 T8 u-tube lamps, and up to 60 400W HIDs.* (UN Rated Weight-54 lbs.)	\$71.00
Supply-192	Medium CFL Recycling Box	15"x15"x15"	Box with Internal Corrugated Tube and (5.5 Mil) Vapor-Barrier Liner	150 small spiral compact fluorescent lamps, 525 2-pin compact fluorescent lamps, 265 4-pin compact fluorescent lamps, misc. incandescent and LED lamps.* (UN Rated Weight-37 lbs.)	\$59.00
Supply-253	Small CFL Drop Box	Outer: 13"x13"x9" Inner: 11"x11"x7"	Corrugated Display with Inner Collection Box	35 small spiral CFLs	\$43.00



SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-261	Cubic Yard Mixed Lamps Recycling Kit	36"x36"x36"	Double-walled corrugated cubic yard box with pallet base	2700 CFLs or 525 lbs. of mixed lamps. DO NOT EXCEED 525 lbs. when placing lamps into this container.	\$915.00
Supply-276	Crushed Lamps Prepaid Recycling Stamp	To be used with a 55 Gallon Steel Drum	8.5"x11" preprinted label	550 lbs. of crushed linear fluorescent lamps (contained in 55 gal steel drum)	\$475.00
Supply-277	4ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 4ft lamps	8.5"x11" preprinted label	900 T12 or 1800 T8 4ft linear fluorescent lamps	\$600.00
Supply-278	8ft Linear Lamp Prepaid Recycling Stamp	To be used with a pallet of 8ft lamps	8.5"x11" preprinted label	900 T12 or 1800 T8 8ft linear fluorescent lamps	\$1,050.00

### RecyclePak® Ballast Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Ballast Recycling containers are only available for use in the Continental United States.

SKU	Name	Dimensions	Style	Capacity / QTY	Cost (EA)
Supply-040	5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.15" Height: 14.09"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	55 lbs. TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$84.00
Supply-193	6.5 Gal Lamp Ballast Recycling Pail	Top Dia: 11.45" Bottom Dia: 10" Height: 18.3"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	66 lbs. TSCA-exempt PCB and non PCB magnetic and electronic lamp ballast	\$87.00
Supply-263	Flexible 30 Gal Ballast Recycling Drum	17.5"x17.5"x27"	Polypropylene flexible drum with corrugated inserts	250 Lbs. of TSCA-exempt PCB or non-PCB lamp ballast	\$355.00

### RecyclePak® Battery Recycling Containers

Price includes waste container(s), outbound shipping, return shipping, recycling and online recycling documentation. The RecyclePak® Battery Recycling containers are only available for use in the Continental United States.

SKU	Name	Size	Style	Capacity / QTY	Cost (EA)
Supply-041	3.5 Gal Dry Cell Battery Recycling Pail	Top Dia: 11.45" Bottom Dia: 10.24" Height: 10.58"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	50 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$85.00
Supply-069	1 Gal Dry Cell Battery Recycling Pail	Top Dia: 7.5" Bottom Dia: 6.625" Height: 6.9"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	25 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$54.00
Supply-093	½ Gal Dry Cell Battery Recycling Pail	Top Dia: 6.15" Bottom Dia: 5.49" Height: 6.62"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	15 lbs. of dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$41.50
Supply-150	2 Gal Sealed Lead Acid Battery Recycling Pail	Top Dia: 10.48" Bottom Dia: 9.125" Height: 7.53"	HDPE Pail with (4 Mil) Poly Liner and Locking Lid	35 lbs. of sealed (non-spillable) lead acid batteries.	\$66.00
Supply-252	Small Battery Drop Box	Outer: 13"x13"x9" Inner: 11"x11"x7"	Corrugated Display with Inner Collection Box	45 lbs. dry cell batteries, including AAA, AA, C, D, and 9 volt batteries containing alkaline, carbon-zinc, NICAD, NIMH, silver oxide, mercury, lithium metal, and lithium ion.	\$86.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 20 16

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

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

Now on this day the County Commission of the County of Boone does hereby award bid 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products to the following:

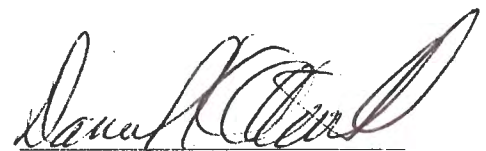
- Mid-Missouri Limestone, Inc. located at 1801 West Williams Road in Sturgeon, Missouri for northern Boone County and located at 5701 State Road J in Fulton, Missouri for eastern Boone County
- Capital Quarries Company, Inc. located at 23400 Old Highway 63 South in Hartsburg, Missouri for southern Boone County
- Con-Agg of Missouri d/b/a Boone Quarries located at 2510 North Stadium Boulevard in Columbia, Missouri for western Boone County

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

Done this 14th day of January, 2016.

ATTEST:

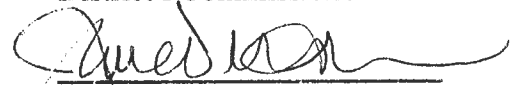
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

22-2016

# Boone County Purchasing

**Cheli Haley**  
Buyer



613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573)886-4392  
Facsimile: (573)886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Cheli Haley, Buyer  
DATE: January 6, 2016  
RE: Bid Award Recommendation  
76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products

Request for Bid number 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products was opened on November 30, 2015 with six Responses received. Since the distance between the quarries and the various drop off locations effect the final costs, the location of the quarry in addition to the bid pricing was considered when selecting a recommendation for bid award. Public Works recommends awarding by best bid to the following three bidders:

1. **Mid-Missouri Limestone, Inc.** located at 1801 West Williams Road in Sturgeon, Missouri for **northern** Boone County and located at 5701 State Road J in Fulton, Missouri for **eastern** Boone County
2. **Capital Quarries Company, Inc.** located at 23400 Old Highway 63 South in Hartsburg, Missouri for **southern** Boone County
3. **Con-Agg of Missouri d/b/a Boone Quarries** located at 2510 North Stadium Boulevard in Columbia, Missouri for **western** Boone County

Invoices will be paid from Department 2040 – PW Maintenance Operations, Account 26200 – Rock, and Account 26201 – Rock-Vendor Hauled. The amount budgeted for this term and supply contract is \$1,005,169.00.

76-30NOV15 - Crushed Stone Aggregate and Chip Seal Products

BID TABULATION

9102-22

5.5. Delivery Pricing - Crushed Stone Aggregate (Not Chip Seal)										
Schedule Fuel Price Distance (Miles)	A	B	C	D	E	F	G	H	I	
	<\$1.75 \$/Ton	\$1.75 - <2.00 \$/Ton	\$2.00 - <2.25 \$/Ton	\$2.25 - <2.50 \$/Ton	\$2.50 - <2.75 \$/Ton	\$2.75 - <3.00 \$/Ton	\$3.00 - <3.25 \$/Ton	\$3.25 - <3.50 \$/Ton	\$3.50 - <3.75 \$/Ton	
5.5.1. 0 - <5	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.73	\$ 2.85	\$ 2.95	\$ 3.05	
5.5.2. 5 - <10	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.38	\$ 3.51	\$ 3.64	\$ 3.77	
5.5.3. 10 - <15	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.90	\$ 4.06	\$ 4.19	\$ 4.32	\$ 4.45	
5.5.4. 15 - <20	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.89	\$ 5.02	\$ 5.15	\$ 5.28	
5.5.5. 20 - <25	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.60	\$ 5.73	\$ 5.86	\$ 5.99	
5.5.6. 25 - <30	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 6.10	\$ 6.23	\$ 6.36	\$ 6.49	
5.5.7. 30 - <35	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.75	\$ 6.88	\$ 7.01	\$ 7.14	
5.5.8. 35 - <40	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.55	\$ 7.68	\$ 7.81	\$ 7.94	
5.5.9. Total	\$ 39.55	\$ 39.55	\$ 39.55	\$ 39.55	\$ 39.55	\$ 41.06	\$ 42.09	\$ 43.10	\$ 44.11	
5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term	10 %							GRAND TOTAL OF 5.5.1 - 5.5.8 A - I		\$ 368.11
5.6.2. 2nd Renewal Term	10 %									
Mid-Missouri Limestone, Inc. (Millersburg)										
5.5.1. 0 - <5	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.73	\$ 2.85	\$ 2.95	\$ 3.05	
5.5.2. 5 - <10	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.38	\$ 3.51	\$ 3.64	\$ 3.77	
5.5.3. 10 - <15	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.90	\$ 4.06	\$ 4.19	\$ 4.32	\$ 4.45	
5.5.4. 15 - <20	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.70	\$ 4.89	\$ 5.02	\$ 5.15	\$ 5.28	
5.5.5. 20 - <25	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.60	\$ 5.73	\$ 5.86	\$ 5.99	
5.5.6. 25 - <30	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85	\$ 6.10	\$ 6.23	\$ 6.36	\$ 6.49	
5.5.7. 30 - <35	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.75	\$ 6.88	\$ 7.01	\$ 7.14	
5.5.8. 35 - <40	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.55	\$ 7.68	\$ 7.81	\$ 7.94	
5.5.9. Total	\$ 39.55	\$ 39.55	\$ 39.55	\$ 39.55	\$ 39.55	\$ 41.06	\$ 42.09	\$ 43.10	\$ 44.11	
5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term	10 %							GRAND TOTAL OF 5.5.1 - 5.5.8 A - I		\$ 368.11
5.6.2. 2nd Renewal Term	10 %									
Mid-Missouri Limestone, Inc. (Riggs)										
5.5.1. 0 - <5	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.18	\$ 2.21	\$ 2.24	\$ 2.27	\$ 2.30	\$ 2.33	
5.5.2. 5 - <10	\$ 3.08	\$ 3.08	\$ 3.08	\$ 3.11	\$ 3.14	\$ 3.17	\$ 3.20	\$ 3.23	\$ 3.27	
5.5.3. 10 - <15	\$ 3.82	\$ 3.82	\$ 3.82	\$ 3.85	\$ 3.88	\$ 3.91	\$ 3.94	\$ 3.97	\$ 4.00	
5.5.4. 15 - <20	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.65	\$ 4.71	\$ 4.74	\$ 4.77	\$ 4.80	\$ 4.83	
5.5.5. 20 - <25	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.50	\$ 5.53	\$ 5.56	\$ 5.59	\$ 5.62	\$ 5.65	
5.5.6. 25 - <30	\$ 6.31	\$ 6.31	\$ 6.31	\$ 6.34	\$ 6.37	\$ 6.40	\$ 6.43	\$ 6.47	\$ 6.50	
5.5.7. 30 - <35	\$ 7.15	\$ 7.15	\$ 7.15	\$ 7.18	\$ 7.21	\$ 7.24	\$ 7.27	\$ 7.30	\$ 7.33	
5.5.8. 35 - <40	\$ 7.99	\$ 7.99	\$ 7.99	\$ 8.02	\$ 8.05	\$ 8.08	\$ 8.11	\$ 8.14	\$ 8.17	
5.5.9. Total	\$ 40.62	\$ 40.62	\$ 40.62	\$ 40.83	\$ 41.10	\$ 41.34	\$ 41.58	\$ 41.83	\$ 42.08	
5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term	1.5 %							GRAND TOTAL OF 5.5.1 - 5.5.8 A - I		\$ 370.62
5.6.2. 2nd Renewal Term	2 %									
Stockmann Stoneworks										

9102-22

Con-Agg of Missouri d/b/a Boone Quarries	5.5.1.	0 - <5	\$ 2.66	\$ 2.66	\$ 2.66	\$ 2.66	\$ 2.66	\$ 2.66	\$ 2.66	\$ 2.78	\$ 2.80
	5.5.2.	5 - <10	\$ 3.39	\$ 3.39	\$ 3.39	\$ 3.39	\$ 3.39	\$ 3.39	\$ 3.39	\$ 3.55	\$ 3.58
	5.5.3.	10 - <15	\$ 3.88	\$ 3.88	\$ 3.88	\$ 3.88	\$ 3.88	\$ 3.88	\$ 3.88	\$ 4.07	\$ 4.11
	5.5.4.	15 - <20	\$ 4.71	\$ 4.71	\$ 4.71	\$ 4.71	\$ 4.71	\$ 4.71	\$ 4.71	\$ 4.93	\$ 4.97
	5.5.5.	20 - <25	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.47	\$ 5.74	\$ 5.79
	5.5.6.	25 - <30	\$ 5.92	\$ 5.92	\$ 5.92	\$ 5.92	\$ 5.92	\$ 5.92	\$ 5.92	\$ 6.21	\$ 6.26
	5.5.7.	30 - <35	\$ 6.84	\$ 6.84	\$ 6.84	\$ 6.84	\$ 6.84	\$ 6.84	\$ 6.84	\$ 7.17	\$ 7.24
	5.5.8.	35 - <40	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75	\$ 9.08	\$ 9.15
	5.5.9.	Total	\$ 41.62	\$ 41.62	\$ 41.62	\$ 41.62	\$ 41.62	\$ 41.62	\$ 41.62	\$ 43.53	\$ 43.90
	5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term					10 %	GRAND TOTAL OF 5.5.1 - 5.5.8 A - I					\$ 378.77
5.6.2. 2nd Renewal Term					10 %						
Capital Quarries Company, Inc.	5.5.1.	0 - <5	\$ 2.50	\$ 2.75	\$ 3.00	\$ 3.25	\$ 3.50	\$ 3.75	\$ 4.00	\$ 4.25	\$ 4.50
	5.5.2.	5 - <10	\$ 3.25	\$ 3.75	\$ 4.00	\$ 4.25	\$ 4.50	\$ 4.75	\$ 5.00	\$ 5.25	\$ 5.50
	5.5.3.	10 - <15	\$ 3.80	\$ 4.05	\$ 4.30	\$ 4.55	\$ 4.80	\$ 5.05	\$ 5.30	\$ 5.55	\$ 5.80
	5.5.4.	15 - <20	\$ 4.35	\$ 4.60	\$ 4.85	\$ 5.10	\$ 5.35	\$ 5.60	\$ 5.85	\$ 6.10	\$ 6.35
	5.5.5.	20 - <25	\$ 5.10	\$ 5.35	\$ 5.60	\$ 5.85	\$ 6.10	\$ 6.35	\$ 6.60	\$ 6.85	\$ 7.10
	5.5.6.	25 - <30	\$ 5.85	\$ 6.10	\$ 6.35	\$ 6.60	\$ 6.85	\$ 7.10	\$ 7.35	\$ 7.60	\$ 7.85
	5.5.7.	30 - <35	\$ 6.60	\$ 6.85	\$ 7.10	\$ 7.35	\$ 7.60	\$ 7.85	\$ 8.10	\$ 8.35	\$ 8.60
	5.5.8.	35 - <40	\$ 7.35	\$ 7.60	\$ 7.85	\$ 8.10	\$ 8.35	\$ 8.60	\$ 8.85	\$ 9.10	\$ 9.35
	5.5.9.	Total	\$ 38.80	\$ 41.05	\$ 43.05	\$ 45.05	\$ 47.05	\$ 49.05	\$ 51.05	\$ 53.05	\$ 55.05
	5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term					5 %	GRAND TOTAL OF 5.5.1 - 5.5.8 A - I					\$ 423.20
5.6.2. 2nd Renewal Term					5 %						
Fred Weber, Inc. - Iron Mtn Trap Rock	5.5.1.	0 - <5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.2.	5 - <10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.3.	10 - <15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.4.	15 - <20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.5.	20 - <25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.6.	25 - <30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.7.	30 - <35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.8.	35 - <40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.5.9.	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.6. Renewal Pricing Increases for Section 5.5.										
5.6.1. 1st Renewal Term					%	GRAND TOTAL OF 5.5.1 - 5.5.8 A - I					No Bid
5.6.2. 2nd Renewal Term					%						
Average Bid	5.5.1.	0 - <5	\$ 2.50	\$ 2.55	\$ 2.60	\$ 2.66	\$ 2.71	\$ 2.82	\$ 2.93	\$ 3.05	\$ 3.15
	5.5.2.	5 - <10	\$ 3.24	\$ 3.34	\$ 3.39	\$ 3.45	\$ 3.51	\$ 3.61	\$ 3.72	\$ 3.86	\$ 3.98
	5.5.3.	10 - <15	\$ 3.86	\$ 3.91	\$ 3.96	\$ 4.02	\$ 4.07	\$ 4.19	\$ 4.30	\$ 4.45	\$ 4.56
	5.5.4.	15 - <20	\$ 4.62	\$ 4.67	\$ 4.72	\$ 4.77	\$ 4.83	\$ 4.97	\$ 5.07	\$ 5.23	\$ 5.34
	5.5.5.	20 - <25	\$ 5.37	\$ 5.42	\$ 5.47	\$ 5.52	\$ 5.58	\$ 5.72	\$ 5.82	\$ 5.99	\$ 6.10
	5.5.6.	25 - <30	\$ 5.96	\$ 6.01	\$ 6.06	\$ 6.11	\$ 6.17	\$ 6.32	\$ 6.43	\$ 6.60	\$ 6.72
	5.5.7.	30 - <35	\$ 6.72	\$ 6.77	\$ 6.82	\$ 6.87	\$ 6.93	\$ 7.09	\$ 7.19	\$ 7.37	\$ 7.49

9102-22

AV	5.5.8.	35 - <40	\$ 7.76	\$ 7.81	\$ 7.86	\$ 7.91	\$ 7.97	\$ 8.11	\$ 8.21	\$ 8.39	\$ 8.51	
	5.5.9.	Total	\$ 40.03	\$ 40.48	\$ 40.88	\$ 41.32	\$ 41.77	\$ 42.83	\$ 43.69	\$ 44.92	\$ 45.85	
	5.6. Renewal Pricing Increases for Section 5.5.											
	5.6.1.	1st Renewal Term		7.3 %							GRAND TOTAL OF 5.5.1 - 5.5.8 A - I	\$ 381.76
	5.6.2.	2nd Renewal Term		7.4 %								

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

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January, 2016 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)** 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 #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated **November 30, 2015** 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, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, 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, 2016 through December 31, 2016**, 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 and Chip Seal Products**. 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.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion 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 correct monthly statements within thirty days after 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.

22-2016

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.**  
(Riggs Quarry)

by [Signature]  
title Secretary/Treasurer

address P.O. Box 52  
Kingdom City Mo 65262

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

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]  
Signature by cert

11/7/16  
Date

2040-26200/26201 Term/Supply  
No Encumbrance Required  
Appropriation Account



5. RESPONSE FORM

5.1. Company Information

Name: Mid-Missouri Limestone, Inc. - Riggs Quarry

Address: P.O. Box 52, Kingdom City, MO 65262

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

Email: doug@MertensRock.com Federal Tax ID: 43-1228278

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. Base Bid Pricing: Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$ 6.25	\$ 312,500
5.2.2.	SR1	75,000	\$ 7.00	\$ 525,000
5.2.3.	SR1.5	50,000	\$ 7.00	\$ 350,000
5.2.4.	SR2.5	25,000	\$ 7.00	\$ 175,000
5.2.5.	CR1	50,000	\$ 9.50	\$ 475,000
5.2.6.	CR2	500	\$ 8.70	\$ 4,350
5.2.7.	CR3	1,500	\$ 8.70	\$ 13,050
5.2.8.	MS	3,500	\$ 9.45	\$ 33,075
5.2.9.	QR	1,500	\$ 6.75	\$ 10,125
5.2.10.	GQR	500	\$ 10.00	\$ 5,000
5.2.11.	SP	500	\$ 9.25	\$ 4,625
5.2.12.	WR	2,000	\$ 3.00	\$ 6,000
5.2.13.	GQR6X9	1,500	\$ 9.50	\$ 14,250
5.2.14.	GQR6X12	1,000	\$ 9.70	\$ 9,700
5.2.15.	SC.375	1,500	\$ 14.50*	\$ 21,750
5.2.16.	SC.5	6,000	\$ 14.00**	\$ 84,000
5.2.17.	SP=Spalls	1,000	\$ 9.00	\$ 9,000
5.2.18.	Fill Material	1,000	\$ 3.00	\$ 3,000
5.2.19.	Pugged Rock	1,000	\$ 0.30	\$ 300 add-on cost/ton
5.2.20.	<b>Grand Total</b>			<b>\$ 2,055,725.00</b>

\*Alternative product meeting MoDOT Specs (non modified).

\*\*Alternative product meeting MoDOT Specs (non modified).

**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200	\$ 14.50*	\$ 17,400
5.3.2.	SC.5	7,500	\$ 14.00*	\$ 105,000

\*Alternative product meeting MoDOT Specifications (non modified).

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

**5.5. Delivery Pricing - 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.

Line	Schedule Fuel Price	A	B	C	D	E	F	G	H	I
		<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Distance (Miles)		\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
5.5.1.	0 - <5	2.60	2.60	2.60	2.60	2.60	2.73	2.85	2.95	3.05
5.5.2.	5 - <10	3.25	3.25	3.25	3.25	3.25	3.38	3.51	3.64	3.77
5.5.3.	10 - <15	3.90	3.90	3.90	3.90	3.90	4.06	4.19	4.32	4.45
5.5.4.	15 - <20	4.70	4.70	4.70	4.70	4.70	4.89	5.02	5.15	5.28
5.5.5.	20 - <25	5.40	5.40	5.40	5.40	5.40	5.60	5.73	5.86	5.99
5.5.6.	25 - <30	5.85	5.85	5.85	5.85	5.85	6.10	6.23	6.36	6.49
5.5.7.	30 - <35	6.50	6.50	6.50	6.50	6.50	6.75	6.88	7.01	7.14
5.5.8.	35 - <40	7.35	7.35	7.35	7.35	7.35	7.55	7.68	7.81	7.94

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

5.7. Location of Vendor's Plant(s): Riggs Quarry - 1801 W Williams Rd., Sturgeon, MO



**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SRI					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
  
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**





Company ID Number: 176715

**Information Required for the E-Verify Program**

Organization Name: Microsoft Dynamics, Inc.

Company's Primary Address: Microsoft Dynamics  
10000 Microsoft Way  
Redmond, WA 98072

Address, if different: Microsoft Dynamics  
10000 Microsoft Way  
Redmond, WA 98072

Country: USA

Phone Number: 509-935-7200

North American Industry Classification System Code: 7372

Parent Company Name: Microsoft Dynamics, Inc.

Number of Sites Verified: 1

Additional Information: Microsoft Dynamics, Inc. provides information on sites verified for In



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1.     I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2.     I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- 3.     I have provided a completed application for a birth certificate pending in the State of                                 . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

K. Douglas Mertens, Secretary/Treasurer  
\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 11/30/15

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



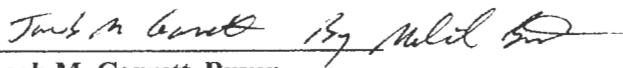
**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 1 - Issued November 20, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By:   
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

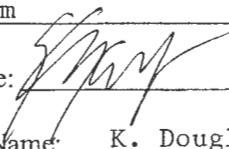
OFFEROR has examined **Addendum #1** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

E-mail: doug@MertensRock.com

Authorized Representative Signature:  Date: 11/30/15

Authorized Representative Printed Name: K. Douglas Mertens




**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 2 - Issued November 30, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:   
**Cheli Haley, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *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

E-mail: doug@MertensRock.com

Authorized Representative Signature:  Date: 11/30/15

Authorized Representative Printed Name: K. Douglas Mertens



# CERTIFICATE OF LIABILITY INSURANCE

MIDMI-5

OP ID: HK

DATE (MM/DD/YYYY)  
01/06/2016

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

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


<b>PRODUCER</b> The Insurance Group, Inc. 200 East Southampton Drive Columbia, MO 65203 Frank Higgins	<b>CONTACT NAME:</b> Frank Higgins <b>PHONE (A/C, No, Ext):</b> 573-875-4800 <b>E-MAIL ADDRESS:</b> fhiggins@theinsurancegrp.com	<b>FAX (A/C, No):</b> 573-875-4514
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mid-Missouri Limestone, Inc. 5660 Old US Highway 40 P. O. Box 52 Kingdom City, MO 65262	<b>INSURER A :</b> Bituminous Insurance Companies	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> LOC OTHER:			CLP3621545	05/31/2015	05/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP3605401	05/31/2015	05/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP2808724	05/31/2015	05/31/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3621542	05/31/2015	05/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>BOON-26</b>  Boone County Public Works 5551 South Hwy. 63 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2014 ACORD CORPORATION. All rights reserved.





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 76-30NOV15  
Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply

#### SUBMISSION INFORMATION

Due Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
6. Attachments
  - a. Percent Passing Sieve Sizes
  - b. Current Rock Specification
  - c. Compliance with House Bill 1549 and Work Authorization
  - d. Certification of Individual Bidder and Affidavit
  - e. Debarment Certification
  - f. Standard Terms and Conditions
  - g. No Bid Response 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 the following Sections of this Request for Bid.

### 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

- 1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provides 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's 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 award to multiple vendors.
- 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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. **CONTRACT RENEWAL** – The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. 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.
- 1.10. 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 State law.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. DELIVERY – Pricing for delivery or pick up is requested in multiple formats:
  - 1.13.1. 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 plan
  - 1.13.2. 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.
  - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal products from plant.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
  - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.2. 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.

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

2.3. OVERHEAD LINE PROTECTION - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- 2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.
- 2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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 (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.6. DESIGNEE – Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS – The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.1. The billing code used 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. Invoices for all contracted work shall include the following information at a minimum:
- a. County’s Contract Number.
  - b. The date, time, and location of the service provided.
  - c. Load details
  - d. Units stated in tons.
- Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.*

### 3. PRIMARY SPECIFICATIONS

---

- 3.1. SCOPE OF WORK - It is the intent of the County to secure 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.
- 3.2. BACKGROUND INFORMATION – The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at [www.showmeboone.com](http://www.showmeboone.com) and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY - All orders shall 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 the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 3.4. GENERAL INFORMATION:
- 3.4.1. The County reserves the right to award to more than (1) supplier. The County 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 the 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.



3.4.2. The 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 online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.

3.4.3. Crushed Stone Aggregate Technical Specifications – Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), 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 six (6) percent.

3.4.3.1. Deleterious rock and shale – 6.0 percent by weight

3.4.3.2. Mud balls – 2.5 percent by weight

3.4.3.3. Other foreign materials – 1 percent by weight

3.4.3.4. Abbreviations and Descriptions *see Attachments for additional specifications	AASHTO T96 Minimum Hardiness
a. RSB (Roll Stone Base) *See Attachment A, % Passing Sieve Sizes	60
b. SR1 (1” Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
c. SR1.5 (1 ½” Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
d. SR2.5 (2 ½” Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
e. CR1 (1” Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
f. CR2 (2” Clean Crushed Stone) See Attachment A, % Passing Sieve Sizes ASTM#3	45
g. CR3 (3” Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
h. MS (Manufactured Stone Sand) *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996	60
i. QR (Quarry Run) *Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	60
j. GQR (Graded Quarry Run) *Same as QR except stones are of a uniform size, 9” to 15” stones are acceptable.	60
k. GQR6x9 (Graded Quarry Run 6” x 9”) *See Attachment A, % Passing Sieve Sizes	60
l. GQR6x12 (Graded Quarry Run 6” x 12”) *See Attachment A, % Passing Sieve Sizes	60
m. SP (Spalls) *3” x 8” accepted upon visual inspection	60

---

n. WR (Waste Rock) 60

\*By products of the crushing process, accepted upon visual inspection

---

o. Full Material (Stripping from quarry)

p. Pugged Rock

\*Water added to one of the other rock types specified herein as requested by County

3.4.4. Crushed Stone Aggregate Testing Requirement - 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.

3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be 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 fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.

3.4.5. Chip Seal Specifications – 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.

3.4.5.1. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.

3.4.5.2. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardiness
a. SC.375 (3/8" Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
b. SC.5 (1/2" Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
c. GRB (Gravel Road Base Type 5)	50

### 3.5. OTHER CONDITIONS AND REQUIREMENTS

3.5.1. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org).

3.5.2. Award of Contract - The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. 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).
- 4.4. 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.
- 4.5. 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. 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.
- 4.8. 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.

- 4.9. METHOD OF EVALUATION – The County 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.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY – In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

---

5.1. Company Information

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

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

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

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$	\$
5.2.2.	SR1	75,000	\$	\$
5.2.3.	SR1.5	50,000	\$	\$
5.2.4.	SR2.5	25,000	\$	\$
5.2.5.	CR1	50,000	\$	\$
5.2.6.	CR2	500	\$	\$
5.2.7.	CR3	1,500	\$	\$
5.2.8.	MS	3,500	\$	\$
5.2.9.	QR	1,500	\$	\$
5.2.10.	GQR	500	\$	\$
5.2.11.	SP	500	\$	\$
5.2.12.	WR	2,000	\$	\$
5.2.13.	GQR6X9	1,500	\$	\$
5.2.14.	GQR6X12	1,000	\$	\$
5.2.15.	SC.375	1,500	\$	\$
5.2.16.	SC.5	6,000	\$	\$
5.2.17.	SP=Spalls	1,000	\$	\$
5.2.18.	Fill Material	1,000	\$	\$
5.2.19.	Pugged Rock	1,000	\$	\$ <small>add-on cost/ton</small>
5.2.20.	<b>Grand Total</b>			\$

**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200		\$	\$
5.3.2.	SC.5	7,500		\$	\$

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

**5.5. Delivery Pricing - 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	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5									
5.5.2.	5 - <10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

5.7. Location of Vendor's Plant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)     Yes       No

**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.**

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SR1					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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



**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	½" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer

Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

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

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January, 2016 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. (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 and Chip Seal Products Term and Supply**, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated **November 30, 2015** 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, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, 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, 2016 through December 31, 2016**, 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 and Chip Seal Products**. 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.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion 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 correct monthly statements within thirty days after 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.

27-2016

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.**  
(Millersburg Quarry)

by [Signature]  
title Secretary/Treasurer

address P.O. Box 52  
Kingdom City Mo 65262

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

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]  
Signature by [initials]

11/16  
Date

2040-26200/26201 Term/Supply  
No Encumbrance Required  
Appropriation/Account

5. RESPONSE FORM

5.1. Company Information

Name: Mid-Missouri Limestone, Inc. - Millersburg Quarry

Address: P.O. Box 52, Kingdom City, MO 65262

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

Email: doug@MertensRock.com Federal Tax ID: 43-1228278

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$ 5.75	\$ 287,500
5.2.2.	SR1	75,000	\$ 6.90	\$ 517,500
5.2.3.	SR1.5	50,000	\$ 6.90	\$ 345,000
5.2.4.	SR2.5	25,000	\$ 6.70	\$ 167,500
5.2.5.	CR1	50,000	\$ 9.00	\$ 450,000
5.2.6.	CR2	500	\$ 8.50	\$ 4,250
5.2.7.	CR3	1,500	\$ 8.50	\$ 12,750
5.2.8.	MS	3,500	\$ 9.45	\$ 33,075
5.2.9.	QR	1,500	\$ 6.50	\$ 9,750
5.2.10.	GQR	500	\$ 10.00	\$ 5,000
5.2.11.	SP	500	\$ 9.00	\$ 4,500
5.2.12.	WR	2,000	\$ 3.00	\$ 3,000
5.2.13.	GQR6X9	1,500	\$ 9.00	\$ 13,500
5.2.14.	GQR6X12	1,000	\$ 9.25	\$ 9,250
5.2.15.	SC.375	1,500	\$ 14.50*	\$ 21,750*
5.2.16.	SC.5	6,000	\$ 14.00*	\$ 84,000*
5.2.17.	SP=Spalls	1,000	\$ 9.00	\$ 9,000
5.2.18.	Fill Material	1,000	\$ 3.00	\$ 3,000
5.2.19.	Pugged Rock	1,000	\$ 0.30	\$ 300 add-on cost ton
5.2.20.	<b>Grand Total</b>			<b>\$ 1,983,625.00</b>

\*Alternative product meeting MoDOT Specifications (non modified).

**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200	\$ 14.50*	\$ 17,400*
5.3.2.	SC.5	7,500	\$ 14.00*	\$ 105,000*

\*Alternative product meeting MoDOT Specifications (non modified).

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

**5.5. Delivery Pricing - 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	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
5.5.1.	0 - <5	2.60	2.60	2.60	2.60	2.60	2.73	2.85	2.95	3.05
5.5.2.	5 - <10	3.25	3.25	3.25	3.25	3.25	3.38	3.51	3.64	3.77
5.5.3.	10 - <15	3.90	3.90	3.90	3.90	3.90	4.06	4.19	4.32	4.45
5.5.4.	15 - <20	4.70	4.70	4.70	4.70	4.70	4.89	5.02	5.15	5.28
5.5.5.	20 - <25	5.40	5.40	5.40	5.40	5.40	5.60	5.73	5.86	5.99
5.5.6.	25 - <30	5.85	5.85	5.85	5.85	5.85	6.10	6.23	6.36	6.49
5.5.7.	30 - <35	6.50	6.50	6.50	6.50	6.50	6.75	6.88	7.01	7.14
5.5.8.	35 - <40	7.35	7.35	7.35	7.35	7.35	7.55	7.68	7.81	7.94

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: Not greater than 10 %

Second Renewal Term: Not greater than 10 %

5.7. Location of Vendor's Plant(s): Millersburg Quarry - 5701 State Road J, Fulton, MO



**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SR1					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15			0-5								
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT -- 2011	Yes



## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

**WORK AUTHORIZATION CERTIFICATION**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Missouri )  
)ss  
State of Callaway )

My name is K. Douglas Mertens . I am an authorized agent of Mid-Missouri Limestone, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

*K. Douglas Mertens*                      11/30/15  
Affiant                                              Date

K. Douglas Mertens  
Printed Name

Subscribed and sworn to before me this 30<sup>th</sup> day of November 2015.



LINDA MARTIN  
My Commission Expires  
September 25, 2017  
Callaway County  
Commission #13541402

*Linda Martin*  
Notary Public



Company ID Number: 176715



**Information Required of the E-Verify Program**

Organization Name: Alcatraz of Louisiana, Inc.

Company Mailing Address: 3000 Lake Road  
Kenner, LA 70002

Address: P.O. Box 1  
Kenner, LA 70002

Country Code: USA

Number: 504221

North American Industry Classification System: 7372

Parent Company: Matrix Technology Systems, Inc.

Number of Sites Verified: 1

Number of Sites to be Verified: 1

Number of Sites to be Verified for In

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

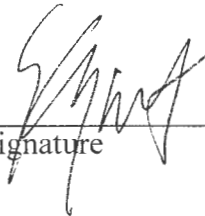
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

K. Douglas Mertens, Secretary/Treasurer  
Print Name and Title of Authorized Representative

  
Signature

11/30/15  
Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





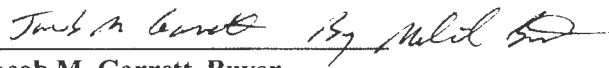
**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 1 - Issued November 20, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By:   
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 76-30NOV15 – *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

E-mail: doug@MertensRock.com

Authorized Representative Signature:  Date: 11/30/15

Authorized Representative Printed Name: K. Douglas Mertens



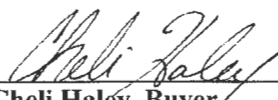
**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 2 - Issued November 30, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:   
**Cheli Haley, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *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

E-mail: doug@MertensRock.com

Authorized Representative Signature:  Date: 11/30/15

Authorized Representative Printed Name: K. Douglas Mertens





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 76-30NOV15  
Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply

#### SUBMISSION INFORMATION

Due Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST  
Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
6. Attachments
  - a. Percent Passing Sieve Sizes
  - b. Current Rock Specification
  - c. Compliance with House Bill 1549 and Work Authorization
  - d. Certification of Individual Bidder and Affidavit
  - e. Debarment Certification
  - f. Standard Terms and Conditions
  - g. No Bid Response 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 the following Sections of this Request for Bid.

### 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

www.showmeboone.com Note: *written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD - Award shall be made to the Bidder(s) whose offer(s) provides 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's 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 award to multiple vendors.
- 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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD – Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. CONTRACT RENEWAL – The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. 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.
- 1.10. 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 State law.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. DELIVERY – Pricing for delivery or pick up is requested in multiple formats:
- 1.13.1. 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 plan
  - 1.13.2. 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.
  - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal products from plant.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
  - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such



coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.2. 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.

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

2.3. OVERHEAD LINE PROTECTION - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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 (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.6. DESIGNEE – Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

2.7. BILLING AND PAYMENTS – The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.7.1. The billing code used 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. Invoices for all contracted work shall include the following information at a minimum:

- a. County’s Contract Number.
- b. The date, time, and location of the service provided.
- c. Load details
- d. Units stated in tons.

*Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.*

### 3. PRIMARY SPECIFICATIONS

---

3.1. SCOPE OF WORK - It is the intent of the County to secure 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.

3.2. BACKGROUND INFORMATION – The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at [www.showmeboone.com](http://www.showmeboone.com) and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.

3.3. QUANTITY - All orders shall 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 the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County 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 the 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.

3.4.2. The 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 online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.

3.4.3. Crushed Stone Aggregate Technical Specifications – Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), 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 six (6) percent.

3.4.3.1. Deleterious rock and shale – 6.0 percent by weight

3.4.3.2. Mud balls – 2.5 percent by weight

3.4.3.3. Other foreign materials – 1 percent by weight

3.4.3.4. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardiness
a. RSB (Roll Stone Base) *See Attachment A, % Passing Sieve Sizes	60
b. SR1 (1" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
c. SR1.5 (1 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
d. SR2.5 (2 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
e. CR1 (1" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
f. CR2 (2" Clean Crushed Stone) See Attachment A, % Passing Sieve Sizes ASTM#3	45
g. CR3 (3" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
h. MS (Manufactured Stone Sand) *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996	60
i. QR (Quarry Run) *Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	60
j. GQR (Graded Quarry Run) *Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.	60
k. GQR6x9 (Graded Quarry Run 6" x 9") *See Attachment A, % Passing Sieve Sizes	60
l. GQR6x12 (Graded Quarry Run 6" x 12") *See Attachment A, % Passing Sieve Sizes	60
m. SP (Spalls) *3" x 8" accepted upon visual inspection	60

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
o. Full Material (Stripping from quarry)	
p. Pugged Rock	
*Water added to one of the other rock types specified herein as requested by County	

3.4.4. Crushed Stone Aggregate Testing Requirement - 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.

3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be 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 fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.

3.4.5. Chip Seal Specifications – 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.

3.4.5.1. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.

3.4.5.2. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardiness
a. SC.375 (3/8” Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
b. SC.5 (1/2” Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
c. GRB (Gravel Road Base Type 5)	50

### 3.5. OTHER CONDITIONS AND REQUIREMENTS

3.5.1. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org).

3.5.2. Award of Contract - The County reserves the right to award to more than one (1) supplier. The County’s decision will be based upon the ability of the source to supply acceptable goods or services within the County’s time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. 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).
- 4.4. 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.
- 4.5. 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. 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.
- 4.8. 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.

- 4.9. METHOD OF EVALUATION – The County 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.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY – In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

---

**5.1. Company Information**

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

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

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

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

- Corporation
- Partnership Name: \_\_\_\_\_
- Individual/Proprietorship Name: \_\_\_\_\_
- Other: \_\_\_\_\_

**5.2. Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$	\$
5.2.2.	SR1	75,000	\$	\$
5.2.3.	SR1.5	50,000	\$	\$
5.2.4.	SR2.5	25,000	\$	\$
5.2.5.	CR1	50,000	\$	\$
5.2.6.	CR2	500	\$	\$
5.2.7.	CR3	1,500	\$	\$
5.2.8.	MS	3,500	\$	\$
5.2.9.	QR	1,500	\$	\$
5.2.10.	GQR	500	\$	\$
5.2.11.	SP	500	\$	\$
5.2.12.	WR	2,000	\$	\$
5.2.13.	GQR6X9	1,500	\$	\$
5.2.14.	GQR6X12	1,000	\$	\$
5.2.15.	SC.375	1,500	\$	\$
5.2.16.	SC.5	6,000	\$	\$
5.2.17.	SP=Spalls	1,000	\$	\$
5.2.18.	Fill Material	1,000	\$	\$
5.2.19.	Pugged Rock	1,000	\$	\$ <small>add-on cost/ton</small>
5.2.20.	<b>Grand Total</b>			\$



**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200	\$	\$
5.3.2.	SC.5	7,500	\$	\$

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

**5.5. Delivery Pricing - 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	I
	<b>Fuel Price</b>	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5									
5.5.2.	5 - <10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

5.7. Location of Vendor's Plant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)     Yes       No

**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.**

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SR1					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CRI				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

100% passing < 9" diameter by weight

30% passing < 6" diameter by weight

10% passing < 3" diameter by weight

Also accepted upon visual inspection.

**GQR6X12**

100% passing < 12" diameter by weight

30% passing < 9" diameter by weight

10% passing < 3" diameter by weight

Also accepted upon visual inspection

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	½" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**





**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 1 - Issued November 20, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: Jacob M. Garrett *By: [Signature]*  
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING			BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase				
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMATE	UNIT PRICE PER TON	EXTENDED PRICE		2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00		\$6.47	\$323,420.00
4.7.2.	SR1	75,000	\$6.69	\$501,750.00		\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00		\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00		\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00		\$9.27	\$463,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00		\$9.17	\$9,167.00
4.7.7.	CR2	500	\$7.96	\$3,980.00		\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00		\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00		\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00		\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00		\$4.03	\$8,054.60
4.7.14	GQR6X 9	1,500	\$10.11	\$15,165.00		\$10.41	\$15,619.95
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00		\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00		\$11.20	\$67,176.60
4.7.18	SP=Spal ls	1000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00		\$5.41	\$5,407.50
4.7.20	Pugged Rock Per ton add on	1000	\$0.50	\$500.00		\$0.52	\$515.00
	GRB	20000				\$0.00	\$0.00
		<b>TOTAL</b>		<b>\$1,954,245.00</b>		<b>TOTAL</b>	<b>\$2,012,872.35</b>

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase							
<b>4.9. CHIP SEAL PRICING -- FOB PLANT ONLY</b>											
4.8.1.	DESCRIP TION	Unit of Measure Tons	UNIT PRICE PER TON		2nd Renewal 1-1-15 - 12-31- 15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE					
		APPROX IMATE QTY									
	SC.375	1,200	\$10.87		\$11.20	\$13,435.32					
	SC.5	7,500	\$10.87		\$11.20	\$83,970.75					
<b>TOTAL</b>				<b>TOTAL</b>	<b>\$97,406.07</b>						
<b>4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.</b>											
Maximum % Increase 1st Renewal		10.00%									
Maximum % Increase 2nd Renewal		10.00%									
<b>4.10. DELIVERY PRICING</b>			<b>4.10. DELIVERY PRICING</b>								
			<b>1-1-15 -- 12-31-15</b>								
			A	B	C	D	E	F	G	H	I
			<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
			\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00
<b>4.11. MAXIMUM % INCREASE FOR SECTION 4.10.</b>											
Maximum % Increase 1st Renewal		10.00%									
Maximum % Increase 2nd Renewal		10.00%									
4.12.	Location of Vendor Plant	East Scale - 3101 Creasy Springs Road Columbia, MO 65202			West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202						
4.13.	Honor Pricing for New Plants during	Y									
4.14.	Cooperative Purchasing? Y or	Y									
4.15.	Provide material after normal Work	Y									

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply**

RENEWAL PRICING			Mid-Missouri Limestone, Riggs Quarry						Mid-Missouri Limestone, Millersburg Quarry						
4.7 BASE BID PRICING - CRUSHED STONE AGGREGATE - FOB THE QUARRYING AND			RIGGS QUARRY			RENEWAL PRICING			MILLERSBURG QUARRY			RENEWAL PRICING			
DESCRIPTION	Unit of Measure Tons APPROXIMATE QTY					2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE					2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE		
4.7.1.	RSB	50,000				\$6.30	\$315,000.00					5.75	\$287,500.00		
4.7.2.	SR1	75,000				\$7.30	\$547,500.00					6.70	\$502,500.00		
4.7.3.	SR1.5	50,000				\$7.30	\$365,000.00					6.70	\$335,000.00		
4.7.4.	SR2.5	25,000				\$7.30	\$182,500.00					6.70	\$167,500.00		
4.7.5.	CR1	50,000				\$9.71	\$485,500.00					9.00	\$450,000.00		
4.7.6.	CR1.5	1,000				\$8.93	\$8,930.00					8.40	\$8,400.00		
4.7.7.	CR2	500				\$8.93	\$4,465.00					8.40	\$4,200.00		
4.7.8.	CR3	1,500				\$8.93	\$13,395.00					8.40	\$12,600.00		
4.7.9.	MS	3,500				\$9.45	\$33,075.00					9.00	\$31,500.00		
4.7.10.	QR	1,500				\$6.77	\$10,155.00					6.45	\$9,675.00		
4.7.11.	GQR	500				\$9.71	\$4,855.00					8.85	\$4,425.00		
4.7.12.	SP	500				\$9.19	\$4,595.00					8.50	\$4,250.00		
4.7.13.	WR	2,000				\$3.41	\$6,820.00					3.00	\$6,000.00		
4.7.14.	GQR6X9	1,500				\$9.71	\$14,565.00					9.00	\$13,500.00		
4.7.15.	GQR6X12	1,000				\$9.71	\$9,710.00					9.00	\$9,000.00		
4.7.16.	SC.375	1,500				\$15.75	\$23,625.00					no bid			
4.7.17.	SC.5	6,000				\$13.65	\$81,900.00					no bid			
4.7.18.	SP=Spalls	1000				\$9.19	\$9,190.00					8.50	\$8,500.00		
4.7.19.	Fill Material	1000				\$3.15	\$3,150.00					3.00	\$3,000.00		
4.7.20.	Pugged Rock Per ton add on	1000				\$0.53	\$530.00					0.50	\$500.00		
	GRB	20000				\$6.30	\$126,000.00					5.75	\$115,000.00		
						<b>TOTAL</b>	<b>\$2,250,460.00</b>					<b>TOTAL</b>	<b>\$1,973,050.00</b>		
4.8. CHIP SEAL PRICING - FOB PLANT ONLY															
DESCRIPTION	APPROXIMATE QTY IN TONS	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 5% Increase	EXTENDED PRICE					UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE
4.8.1.	SC.375	1,200	\$15.00	\$18,000.00	\$15.75	\$0.00				no bid	\$0.00	no bid	\$0.00	no bid	\$0.00
	SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$0.00				no bid	\$0.00	no bid	\$0.00	no bid	\$0.00
	<b>TOTAL</b>			<b>\$115,500.00</b>	<b>TOTAL</b>	<b>\$0.00</b>				<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>
4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.															
Maximum % Increase 1st Renewal												10%			
Maximum % Increase 2nd Renewal												10%			



08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

Mid-Missouri Limestone, Riggs Quarry

Mid-Missouri Limestone, Millersburg Quarry

RENEWAL PRICING		DELIVERY PRICE RIGGS QUARRY ORIGINAL CONTRACT										DELIVERY PRICE RIGGS QUARRY 1ST RENEWAL 14 - 12-31-14 5% INCREASE										DELIVERY PRICE RIGGS QUARRY 2ND RENEWAL 14-15 - 12-31-15 0% INCREASE										
Schedule		A	B	C	D	E	F	G	H	I											A	H	I	A	B	C	D	E	F	G	H	I
4.16 DELIVERY PRICING	Fuel Price	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00											<\$2.00	\$3.50 - <3.75	\$3.75 - <4.00	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00
	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton											\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1	0 - <5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94											\$2.54	\$0.00	\$0.00	\$2.54	\$2.54	\$2.54	\$2.54	\$2.54	\$2.68	\$2.81	\$2.95	\$3.09
4.10.2	5 - <10	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64											\$3.28	\$0.00	\$0.00	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28	\$3.41	\$3.55	\$3.69	\$3.82
4.10.3	10 - <15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34											\$4.01	\$0.00	\$0.00	\$4.01	\$4.01	\$4.01	\$4.01	\$4.01	\$4.15	\$4.28	\$4.42	\$4.56
4.10.4	15 - <20	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04											\$4.75	\$0.00	\$0.00	\$4.75	\$4.75	\$4.75	\$4.75	\$4.75	\$4.88	\$4.99	\$5.16	\$5.29
4.10.5	20 - <25	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74											\$5.48	\$0.00	\$0.00	\$5.48	\$5.48	\$5.48	\$5.48	\$5.48	\$5.62	\$5.75	\$5.89	\$6.03
4.10.6	25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44											\$6.22	\$0.00	\$0.00	\$6.22	\$6.22	\$6.22	\$6.22	\$6.22	\$6.35	\$6.49	\$6.63	\$6.76
4.10.7	30 - <35	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14											\$6.95	\$0.00	\$0.00	\$6.95	\$6.95	\$6.95	\$6.95	\$6.95	\$7.09	\$7.22	\$7.36	\$7.50
4.16 DELIVERY PRICING		DELIVERY PRICE MILLERSBURG QUARRY ORIGINAL CONTRACT										DELIVERY PRICE MILLERSBURG QUARRY 1ST RENEWAL 14-14 - 12-31-14 0% INCREASE																				
	Schedule	A <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> <th>I</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>A</th> <th>H</th> <th>I</th> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> <th>I</th>	B	C	D	E	F	G	H	I											A	H	I	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00											<\$2.00	\$3.50 - <3.75	\$3.75 - <4.00	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00
	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton											\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
4.10.1	0 - <5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94											\$2.42	\$2.81	\$2.94	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94
4.10.2	5 - <10	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64											\$3.12	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64
4.10.3	10 - <15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34											\$3.82	\$4.21	\$4.34	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34
4.10.4	15 - <20	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04											\$4.52	\$4.91	\$5.04	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.78	\$4.91	\$5.04
4.10.5	20 - <25	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74											\$5.22	\$5.61	\$5.74	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74
4.10.6	25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44											\$5.92	\$6.31	\$6.44	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44
4.10.7	30 - <35	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14											\$6.62	\$7.01	\$7.14	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14

4.11 MAXIMUM % INCREASE FOR SECTION 4.16	
Maximum % Increase 1st Renewal	10%
Maximum % Increase 2nd Renewal	10%
4.12 Location of Vendor Plant	RIGGS QUARRY & MILLERSBURG QUARRY
4.13 Honor Pricing for New Plants during Contract	YES
4.14 Cooperative Purchasing? Y or N	YES
Provide material after normal Work Hours.	
4.15 Weekends & Holidays? Y or N	YES



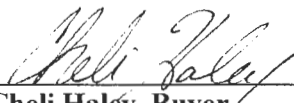
**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 2 - Issued November 30, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:   
**Cheli Haley, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase		BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase		
QTY	DESCRIPTION	Unit of Measure Tons APPROXIMATE	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.28	\$314,000.00	\$6.47	\$323,420.00
4.7.2.	SR1	75,000	\$6.69	\$501,750.00	\$6.69	\$501,750.00	\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.69	\$334,500.00	\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00	\$6.40	\$160,000.00	\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9.27	\$463,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9.17	\$9,167.00
4.7.7.	CR2	500	\$7.96	\$3,980.00	\$7.96	\$3,980.00	\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$7.96	\$11,940.00	\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,054.60
4.7.14	GQR6X 9	1,500	\$10.11	\$15,165.00	\$10.11	\$15,165.00	\$10.41	\$15,619.95
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00	\$10.87	\$16,305.00	\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00	\$10.87	\$65,220.00	\$11.20	\$67,176.60
4.7.18	SP-Spal It	1000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00	\$5.25	\$5,250.00	\$5.41	\$5,407.50
4.7.20	Pugged Rock Per ton add on	1000	\$0.50	\$500.00	\$0.50	\$500.00	\$0.52	\$515.00
	GRB	20000			\$6.90	\$138,000.00	\$7.11	\$142,140.00
	<b>TOTAL</b>			<b>\$1,954,245.00</b>	<b>TOTAL</b>	<b>\$2,092,245.00</b>	<b>TOTAL</b>	<b>\$2,155,012.35</b>

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

<b>BOONE QUARRIES RENEWAL PRICING</b>	<b>BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase</b>	<b>BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase</b>
-------------------------------------------	-----------------------------------------------------------------------------	-----------------------------------------------------------------------------

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

4.8.1	DESCRIP TION	Unit of Measure Tons	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15	EXTENDED PRICE
					UNIT PRICE PER TON 0% Increase		UNIT PRICE PER TON 0% Increase	
	SC.375	1,200	\$10.87	\$13,044.00	\$10.87	\$13,044.00	\$11.20	\$13,435.32
	SC.5	7,500	\$10.87	\$81,525.00	\$10.87	\$81,525.00	\$11.20	\$83,970.75
	<b>TOTAL</b>			<b>\$94,569.00</b>	<b>TOTAL</b>	<b>\$94,569.00</b>	<b>TOTAL</b>	<b>\$97,406.07</b>

**4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7 AND 4.8**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

**4.10. DELIVERY PRICING**

**1-1-14 -- 12-31-14**

Schedule	A	B	C	D	E	F	G	H	I
Fuel Price	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1	0 - <5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75
4.10.2	5 - <10	\$3.29	\$3.29	\$3.29	\$3.29	\$3.29	\$3.45	\$3.48	\$3.51
4.10.3	10 - <15	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.95	\$3.99	\$4.02
4.10.4	15 - <20	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.79	\$4.83	\$4.88
4.10.5	20 - <25	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67
4.10.6	25 - <30	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$6.03	\$6.08	\$6.14
4.10.7	30 - <35	\$6.64	\$6.64	\$6.64	\$6.64	\$6.64	\$6.96	\$7.03	\$7.09

**4.10. DELIVERY PRICING**

**1-1-15 -- 12-31-15**

A	B	C	D	E	F	G	H	I
<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83
\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.55	\$3.58	\$3.62
\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4.14
\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.93	\$4.97	\$5.03
\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84
\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.21	\$6.26	\$6.32
\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$7.17	\$7.24	\$11.00

**4.11. MAXIMUM % INCREASE FOR SECTION 4.10**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

4.12. Location of Vendor Plant	East Scale - 3101 Cressy Springs Road Columbia, MO 65202	West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202
4.13. Honor Pricing for New Plants during	Y	
4.14. Cooperative Purchasing? Y or	Y	
4.15. Provide material after normal Work	Y	

08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

RENEWAL PRICING		Mid Missouri Location, Riggs Quarry							Mid Missouri Location, Millersburg Quarry						
47 BARS BID PRICING - CRUSHED STONE		RIGGS QUARRY RENEWAL PRICING							MILLERSBURG QUARRY RENEWAL PRICING						
DESCRIPTION	Unit of Measure Term APPROXIMATE QTY	UNIT PRICE PER TON	EXTENDED PRICE	1st Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE	1st Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE		
4.7.1.	RSB	50,000	6.00	\$300,000.00	\$6.30	\$315,000.00	\$6.30	\$315,000.00	5.75	\$287,500.00	5.75	\$287,500.00	5.75	\$287,500.00	
4.7.2.	SR1	75,000	6.95	\$521,250.00	\$7.30	\$547,500.00	\$7.30	\$547,500.00	6.70	\$502,500.00	6.70	\$502,500.00	6.70	\$502,500.00	
4.7.3.	SR1.5	90,000	6.95	\$347,500.00	\$7.30	\$364,875.00	\$7.30	\$365,000.00	6.70	\$335,000.00	6.70	\$335,000.00	6.70	\$335,000.00	
4.7.4.	SR2.5	25,000	6.95	\$173,750.00	\$7.30	\$182,437.50	\$7.30	\$182,500.00	6.70	\$167,500.00	6.70	\$167,500.00	6.70	\$167,500.00	
4.7.5.	CR1	50,000	9.25	\$462,500.00	\$9.71	\$485,625.00	\$9.71	\$485,500.00	9.00	\$450,000.00	9.00	\$450,000.00	9.00	\$450,000.00	
4.7.6.	CR1.5	1,000	8.50	\$8,500.00	\$8.93	\$8,925.00	\$8.93	\$8,930.00	8.40	\$8,400.00	8.40	\$8,400.00	8.40	\$8,400.00	
4.7.7.	CR2	500	8.50	\$4,250.00	\$8.93	\$4,462.50	\$8.93	\$4,465.00	8.40	\$4,200.00	8.40	\$4,200.00	8.40	\$4,200.00	
4.7.8.	CR3	1,900	8.50	\$12,750.00	\$8.93	\$13,387.50	\$8.93	\$13,395.00	8.40	\$12,600.00	8.40	\$12,600.00	8.40	\$12,600.00	
4.7.9.	MS	3,500	9.00	\$31,500.00	\$9.45	\$33,075.00	\$9.45	\$33,075.00	9.00	\$31,500.00	9.00	\$31,500.00	9.00	\$31,500.00	
4.7.10.	QR	1,900	6.45	\$9,675.00	\$6.77	\$10,158.75	\$6.77	\$10,155.00	6.45	\$9,675.00	6.45	\$9,675.00	6.45	\$9,675.00	
4.7.11.	QQR	500	9.25	\$4,625.00	\$9.71	\$4,856.25	\$9.71	\$4,855.00	8.85	\$4,425.00	8.85	\$4,425.00	8.85	\$4,425.00	
4.7.12.	SP	500	8.75	\$4,375.00	\$9.19	\$4,593.75	\$9.19	\$4,595.00	8.50	\$4,250.00	8.50	\$4,250.00	8.50	\$4,250.00	
4.7.13.	WR	2,000	3.25	\$6,500.00	\$3.41	\$6,825.00	\$3.41	\$6,820.00	3.00	\$6,000.00	3.00	\$6,000.00	3.00	\$6,000.00	
4.7.14.	QQR6X9	1,500	9.25	\$13,875.00	\$9.71	\$14,568.75	\$9.71	\$14,565.00	9.00	\$13,500.00	9.00	\$13,500.00	9.00	\$13,500.00	
4.7.15.	QQR6X12	1,000	9.25	\$9,250.00	\$9.71	\$9,712.50	\$9.71	\$9,710.00	9.00	\$9,000.00	9.00	\$9,000.00	9.00	\$9,000.00	
4.7.16.	SC.375	1,300	15.00	\$22,500.00	\$15.75	\$23,625.00	\$15.75	\$23,625.00	no bid	\$VALUE!	no bid	\$VALUE!	no bid	\$VALUE!	
4.7.17.	SC.5	6,000	13.00	\$78,000.00	\$13.65	\$81,900.00	\$13.65	\$81,900.00	no bid	\$VALUE!	no bid	\$VALUE!	no bid	\$VALUE!	
4.7.18.	SP=Spalls	1000	8.75	\$8,750.00	\$9.19	\$9,187.50	\$9.19	\$9,190.00	8.50	\$8,500.00	8.50	\$8,500.00	8.50	\$8,500.00	
4.7.19.	Fill Material	1000	3.00	\$3,000.00	\$3.15	\$3,150.00	\$3.15	\$3,150.00	3.00	\$3,000.00	3.00	\$3,000.00	3.00	\$3,000.00	
4.7.20.	Pugged Rock Per 100 add unit	1000	0.50	\$500.00	\$0.53	\$525.00	\$0.53	\$530.00	0.50	\$500.00	0.50	\$500.00	0.50	\$500.00	
	ORB	20000			\$6.30	\$126,000.00	\$6.30	\$126,000.00			5.75	\$115,000.00	5.75	\$115,000.00	
				TOTAL	\$2,823,898.00		TOTAL	\$1,134,263.00		TOTAL	\$2,258,468.00		TOTAL	\$1,973,858.00	

48-CHIP SEAL PRICING - FOR 25.6MT ONLY

DESCRIPTION	APPROXIMATE QTY IN TONS	UNIT PRICE PER TON	EXTENDED PRICE	1st Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE	1st Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Revised 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
4.8.1.	SC.375	1,300	\$15.00	\$19,500.00	\$15.75	\$20.00		no bid	\$0.00	no bid	\$0.00	no bid	\$0.00	
	SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$20.00		no bid	\$0.00	no bid	\$0.00	no bid	\$0.00	
				TOTAL	\$118,000.00		TOTAL	\$0.00		TOTAL	\$0.00		TOTAL	\$0.00

Manufacture to increase bid amount  
Manufacture to increase bid amount

00-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

RENEWAL PRICING	Mid-Missouri Limestone, Kings Quarry										Mid-Missouri Limestone, Millershire Quarry																	
DELIVERY PRICE QUANTITY QUARRY ORIGINAL CONTRACT	DELIVERY PRICE MILLERSHIRE QUANTITY 1ST RENEWAL																											
Subtotal	A	B	C	D	E	F	G	H	I	A	B	C	D	E	F	G	H	I	A	B	C	D	E	F	G	H	I	
Unit Price	\$2.80	\$2.80	\$2.75	\$2.70	\$2.75	\$2.80	\$2.85	\$2.90	\$2.95	\$2.85	\$2.85	\$2.80	\$2.75	\$2.70	\$2.75	\$2.80	\$2.85	\$2.90	\$2.95	\$2.80	\$2.80	\$2.75	\$2.70	\$2.75	\$2.80	\$2.85	\$2.90	\$2.95
Quantity (Mils)	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	1/Ton	
4101 6 - 10	\$2.42	\$2.42	\$2.40	\$2.40	\$2.42	\$2.45	\$2.48	\$2.51	\$2.54	\$2.42	\$2.42	\$2.40	\$2.40	\$2.42	\$2.45	\$2.48	\$2.51	\$2.54	\$2.42	\$2.42	\$2.40	\$2.40	\$2.42	\$2.45	\$2.48	\$2.51	\$2.54	
4102 8 - 10	\$3.12	\$3.12	\$3.10	\$3.10	\$3.12	\$3.15	\$3.18	\$3.21	\$3.24	\$3.12	\$3.12	\$3.10	\$3.10	\$3.12	\$3.15	\$3.18	\$3.21	\$3.24	\$3.12	\$3.12	\$3.10	\$3.10	\$3.12	\$3.15	\$3.18	\$3.21	\$3.24	
4103 10 - 12	\$3.82	\$3.82	\$3.80	\$3.80	\$3.82	\$3.85	\$3.88	\$3.91	\$3.94	\$3.82	\$3.82	\$3.80	\$3.80	\$3.82	\$3.85	\$3.88	\$3.91	\$3.94	\$3.82	\$3.82	\$3.80	\$3.80	\$3.82	\$3.85	\$3.88	\$3.91	\$3.94	
4104 12 - 15	\$4.52	\$4.52	\$4.50	\$4.50	\$4.52	\$4.55	\$4.58	\$4.61	\$4.64	\$4.52	\$4.52	\$4.50	\$4.50	\$4.52	\$4.55	\$4.58	\$4.61	\$4.64	\$4.52	\$4.52	\$4.50	\$4.50	\$4.52	\$4.55	\$4.58	\$4.61	\$4.64	
4105 15 - 18	\$5.22	\$5.22	\$5.20	\$5.20	\$5.22	\$5.25	\$5.28	\$5.31	\$5.34	\$5.22	\$5.22	\$5.20	\$5.20	\$5.22	\$5.25	\$5.28	\$5.31	\$5.34	\$5.22	\$5.22	\$5.20	\$5.20	\$5.22	\$5.25	\$5.28	\$5.31	\$5.34	
4106 18 - 20	\$5.92	\$5.92	\$5.90	\$5.90	\$5.92	\$5.95	\$5.98	\$6.01	\$6.04	\$5.92	\$5.92	\$5.90	\$5.90	\$5.92	\$5.95	\$5.98	\$6.01	\$6.04	\$5.92	\$5.92	\$5.90	\$5.90	\$5.92	\$5.95	\$5.98	\$6.01	\$6.04	
4107 20 - 25	\$6.62	\$6.62	\$6.60	\$6.60	\$6.62	\$6.65	\$6.68	\$6.71	\$6.74	\$6.62	\$6.62	\$6.60	\$6.60	\$6.62	\$6.65	\$6.68	\$6.71	\$6.74	\$6.62	\$6.62	\$6.60	\$6.60	\$6.62	\$6.65	\$6.68	\$6.71	\$6.74	
4108 25 - 30	\$7.32	\$7.32	\$7.30	\$7.30	\$7.32	\$7.35	\$7.38	\$7.41	\$7.44	\$7.32	\$7.32	\$7.30	\$7.30	\$7.32	\$7.35	\$7.38	\$7.41	\$7.44	\$7.32	\$7.32	\$7.30	\$7.30	\$7.32	\$7.35	\$7.38	\$7.41	\$7.44	
4109 30 - 35	\$8.02	\$8.02	\$8.00	\$8.00	\$8.02	\$8.05	\$8.08	\$8.11	\$8.14	\$8.02	\$8.02	\$8.00	\$8.00	\$8.02	\$8.05	\$8.08	\$8.11	\$8.14	\$8.02	\$8.02	\$8.00	\$8.00	\$8.02	\$8.05	\$8.08	\$8.11	\$8.14	
4110 35 - 40	\$8.72	\$8.72	\$8.70	\$8.70	\$8.72	\$8.75	\$8.78	\$8.81	\$8.84	\$8.72	\$8.72	\$8.70	\$8.70	\$8.72	\$8.75	\$8.78	\$8.81	\$8.84	\$8.72	\$8.72	\$8.70	\$8.70	\$8.72	\$8.75	\$8.78	\$8.81	\$8.84	
4111 40 - 45	\$9.42	\$9.42	\$9.40	\$9.40	\$9.42	\$9.45	\$9.48	\$9.51	\$9.54	\$9.42	\$9.42	\$9.40	\$9.40	\$9.42	\$9.45	\$9.48	\$9.51	\$9.54	\$9.42	\$9.42	\$9.40	\$9.40	\$9.42	\$9.45	\$9.48	\$9.51	\$9.54	
4112 45 - 50	\$10.12	\$10.12	\$10.10	\$10.10	\$10.12	\$10.15	\$10.18	\$10.21	\$10.24	\$10.12	\$10.12	\$10.10	\$10.10	\$10.12	\$10.15	\$10.18	\$10.21	\$10.24	\$10.12	\$10.12	\$10.10	\$10.10	\$10.12	\$10.15	\$10.18	\$10.21	\$10.24	
4113 50 - 55	\$10.82	\$10.82	\$10.80	\$10.80	\$10.82	\$10.85	\$10.88	\$10.91	\$10.94	\$10.82	\$10.82	\$10.80	\$10.80	\$10.82	\$10.85	\$10.88	\$10.91	\$10.94	\$10.82	\$10.82	\$10.80	\$10.80	\$10.82	\$10.85	\$10.88	\$10.91	\$10.94	
4114 55 - 60	\$11.52	\$11.52	\$11.50	\$11.50	\$11.52	\$11.55	\$11.58	\$11.61	\$11.64	\$11.52	\$11.52	\$11.50	\$11.50	\$11.52	\$11.55	\$11.58	\$11.61	\$11.64	\$11.52	\$11.52	\$11.50	\$11.50	\$11.52	\$11.55	\$11.58	\$11.61	\$11.64	
4115 60 - 65	\$12.22	\$12.22	\$12.20	\$12.20	\$12.22	\$12.25	\$12.28	\$12.31	\$12.34	\$12.22	\$12.22	\$12.20	\$12.20	\$12.22	\$12.25	\$12.28	\$12.31	\$12.34	\$12.22	\$12.22	\$12.20	\$12.20	\$12.22	\$12.25	\$12.28	\$12.31	\$12.34	
4116 65 - 70	\$12.92	\$12.92	\$12.90	\$12.90	\$12.92	\$12.95	\$12.98	\$13.01	\$13.04	\$12.92	\$12.92	\$12.90	\$12.90	\$12.92	\$12.95	\$12.98	\$13.01	\$13.04	\$12.92	\$12.92	\$12.90	\$12.90	\$12.92	\$12.95	\$12.98	\$13.01	\$13.04	
4117 70 - 75	\$13.62	\$13.62	\$13.60	\$13.60	\$13.62	\$13.65	\$13.68	\$13.71	\$13.74	\$13.62	\$13.62	\$13.60	\$13.60	\$13.62	\$13.65	\$13.68	\$13.71	\$13.74	\$13.62	\$13.62	\$13.60	\$13.60	\$13.62	\$13.65	\$13.68	\$13.71	\$13.74	

4.11 Missouri Department of Transportation  
 4.12 Missouri Department of Transportation  
 4.13 Missouri Department of Transportation  
 4.14 Missouri Department of Transportation  
 4.15 Missouri Department of Transportation

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

**THIS AGREEMENT** dated the 14<sup>th</sup> day of January, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of MO, L.L.C. d/b/a 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 #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated **November 24, 2015** and executed by **Greg Alderson** 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, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, 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, 2016 through December 31, 2016**, 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 and Chip Seal Products**. 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.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion 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 correct monthly statements within thirty days after 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.

2-2-2016

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, L.L.C.**  
**d/b/a BOONE QUARRIES**

**BOONE COUNTY, MISSOURI**

by James Alden  
title Sales

by: Boone County Commission  
Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

address 2604 N. Stadium Blvd  
Columbia, MO 65202

APPROVED AS TO FORM:

ATTEST:

by: [Signature]  
County Counselor

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  
Signature [Signature]

1/7/16  
Date

2040-26200/26201 Term/Supply  
No Encumbrance Required  
Appropriation Account



5. RESPONSE FORM

5.1. Company Information

Name: CON-Agg of Mo. d/bk Boone Quarries

Address: 2604 N. Stadium Blvd. Columbia, MO 65202

Phone Number: 573-446-0919

Fax Number: 573-446-0147

Email: Cathy.tourville@conagg-mo.com

Federal Tax ID: 43-1765061

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: LLC

5.2. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$ 6.75	\$ 337,500.00
5.2.2.	SR1	75,000	\$ 7.15	\$ 536,250.00
5.2.3.	SR1.5	50,000	\$ 7.15	\$ 255,612.50
5.2.4.	SR2.5	25,000	\$ 7.15	\$ 178,750.00
5.2.5.	CR1	50,000	\$ 9.50	\$ 475,000.00
5.2.6.	CR2	500	\$ 8.65	\$ 4,325.00
5.2.7.	CR3	1,500	\$ 8.65	\$ 12,975.00
5.2.8.	MS	3,500	\$ 5.35	\$ 18,725.00
5.2.9.	QR	1,500	\$ 7.75	\$ 11,625.00
5.2.10.	GQR	500	\$ 10.65	\$ 5,325.00
5.2.11.	SP	500	\$ 10.55	\$ 5,275.00
5.2.12.	WR	2,000	\$ 4.05	\$ 8,100.00
5.2.13.	GQR6X9	1,500	\$ 10.55	\$ 15,825.00
5.2.14.	GQR6X12	1,000	\$ 10.55	\$ 10,550.00
5.2.15.	SC.375	1,500	\$ 11.50	\$ 17,250.00
5.2.16.	SC.5	6,000	\$ 11.50	\$ 69,000.00
5.2.17.	SP=Spalls	1,000	\$ 10.55	\$ 10,550.00
5.2.18.	Fill Material	1,000	\$ 5.63	\$ 5,630.00
5.2.19.	Pugged Rock	1,000	\$ .55	\$ 550.00 <small>add-on cost/ton</small>
5.2.20.	<b>Grand Total</b>			\$ 1,978,817.50

X 357,500.00

2,078,867.50 - this include Chip N Seal

5.3. Chip Seal Pricing: FOB Plant Only

Line	Description	Unit of Measure Approximate Quantity	Tons Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200	\$ 11.50	\$ 13,800.00
5.3.2.	SC.5	7,500	\$ 11.50	\$ 86,250.00

5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.

First Renewal Term: 0-10 %

Second Renewal Term: 0-10 %

5.5. Delivery Pricing - 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.

Line	Schedule	A	B	C	D	E	F	G	H	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
5.5.1.	0 - <5	2.66	2.66	2.66	2.66	2.66	2.66	2.66	2.78	2.80
5.5.2.	5 - <10	3.39	3.39	3.39	3.39	3.39	3.39	3.39	3.55	3.58
5.5.3.	10 - <15	3.88	3.88	3.88	3.88	3.88	3.88	3.88	4.07	4.11
5.5.4.	15 - <20	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.93	4.97
5.5.5.	20 - <25	5.47	5.47	5.47	5.47	5.47	5.47	5.47	5.74	5.79
5.5.6.	25 - <30	5.92	5.92	5.92	5.92	5.92	5.92	5.92	6.21	6.26
5.5.7.	30 - <35	6.84	6.84	6.84	6.84	6.84	6.84	6.84	7.17	7.24
5.5.8.	35 - <40	8.75	8.75	8.75	8.75	8.75	8.75	8.75	9.08	9.15

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term: 0-10 %

Second Renewal Term: 0-10 %

5.7. Location of Vendor's Plant(s): Boone Quarries-East 3101 Creamy Springs Rd  
Boone Quarries-West 2510 N Stadium Blvd

5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)       Yes       No

**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.**

Authorized Representative (Print Name): Greg Alderson

Greg Alderson  
Signature

11/21/2015  
Date

**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SRI					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT - 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

**WORK AUTHORIZATION CERTIFICATION**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
 )ss  
State of Mo. )

My name is Greg Alderson. I am an authorized agent of Boone  
Quarries (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Greg Alderson 11/24/15  
Affiant Date

Greg Alderson  
Printed Name

Subscribed and sworn to before me this 24<sup>th</sup> day of November, 2015.

Tammy Andrews  
Notary Public





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 235307

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: (Co-Agency of MO, USA)

**Employer**

Name: (Company Name) \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Department of Homeland Security (DHS) (U.S. Customs and Border Protection)

U.S. E-Verify (Employer) (Agency): \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Greg Alderson, Sales Representative*

Print Name and Title of Authorized Representative

*Greg Alderson*  
Signature

*11/24/15*  
Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2015

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

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

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036  508628-AII-GAWU-15-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Con-Agg of MO, LLC 2604 North Stadium Blvd. Columbia, MO 65202	<b>INSURER A:</b> ACE American Insurance Company	NAIC # 22667
	<b>INSURER B:</b> Indemnity Insurance Company Of North America	43575
	<b>INSURER C:</b> National Union Fire Ins Co Pittsburgh PA	19445
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-006587431-07	<b>REVISION NUMBER:</b> 0
------------------	---------------------------------------------	---------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> LDC			HDO G27392428	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 DEDUCTIBLE \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08854038	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE 061406639	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48148438 (AOS) WLR C48148633 (AZ)	03/31/2015 03/31/2015	03/31/2016 03/31/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Boone County Purchasing is named as Additional Insured with respect to the above General Liability Policy, if required by a written contract executed prior to services performed.

<b>CERTIFICATE HOLDER</b> Boone County Purchasing 613 E. Ash St. Room 113 Columbia, MO 65201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Rudy P. Milfort
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



BOONE COUNTY, MISSOURI  
Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products

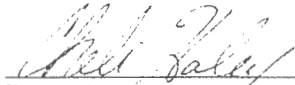
**ADDENDUM # 2** - Issued November 30, 2015

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

  
Cheli Haley, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 - *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

Company Name:

CON-Agg of MO d/b/a Boone Quarries

Address:

2604 N. Stadium Blvd.

Phone Number:

573-446-0919

Fax Number:

573-446-0147

E-mail: Greg.Alderson@conagg-mo.com

Authorized Representative Signature:

Greg Alderson

Date: 11/30/15

Authorized Representative Printed Name:

Greg Alderson





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley  
Buyer

Phone: (573)886-4392

Fax: (573)886-4390

[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 76-30NOV15

Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply

#### SUBMISSION INFORMATION

Due Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
6. Attachments
  - a. Percent Passing Sieve Sizes
  - b. Current Rock Specification
  - c. Compliance with House Bill 1549 and Work Authorization
  - d. Certification of Individual Bidder and Affidavit
  - e. Debarment Certification
  - f. Standard Terms and Conditions
  - g. No Bid Response 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 the following Sections of this Request for Bid.

### 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

www.showmeboone.com Note: *written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD - Award shall be made to the Bidder(s) whose offer(s) provides 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's 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 award to multiple vendors.
- 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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD – Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. CONTRACT RENEWAL – The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. 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.
- 1.10. 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 State law.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. DELIVERY – Pricing for delivery or pick up is requested in multiple formats:
  - 1.13.1. 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 plan
  - 1.13.2. 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.
  - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal products from plant.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
  - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.2. 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.

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

2.3. OVERHEAD LINE PROTECTION - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the

Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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 (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.6. DESIGNEE – Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

2.7. BILLING AND PAYMENTS – The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.7.1. The billing code used 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. Invoices for all contracted work shall include the following information at a minimum:

- a. County’s Contract Number.
- b. The date, time, and location of the service provided.
- c. Load details
- d. Units stated in tons.

*Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.*

### 3. PRIMARY SPECIFICATIONS

---

3.1. SCOPE OF WORK - It is the intent of the County to secure 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.

3.2. BACKGROUND INFORMATION – The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at [www.showmeboone.com](http://www.showmeboone.com) and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.

3.3. QUANTITY - All orders shall 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 the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.

3.4. GENERAL INFORMATION:

3.4.1. The County reserves the right to award to more than (1) supplier. The County 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 the 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.



3.4.2. The 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 online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.

3.4.3. Crushed Stone Aggregate Technical Specifications – Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), 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 six (6) percent.

3.4.3.1. Deleterious rock and shale – 6.0 percent by weight

3.4.3.2. Mud balls – 2.5 percent by weight

3.4.3.3. Other foreign materials – 1 percent by weight

3.4.3.4. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardness
a. RSB (Roll Stone Base) *See Attachment A, % Passing Sieve Sizes	60
b. SR1 (1" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
c. SR1.5 (1 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
d. SR2.5 (2 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
e. CR1 (1" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
f. CR2 (2" Clean Crushed Stone) See Attachment A, % Passing Sieve Sizes ASTM#3	45
g. CR3 (3" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
h. MS (Manufactured Stone Sand) *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996	60
i. QR (Quarry Run) *Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	60
j. GQR (Graded Quarry Run) *Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.	60
k. GQR6x9 (Graded Quarry Run 6" x 9") *See Attachment A, % Passing Sieve Sizes	60
l. GQR6x12 (Graded Quarry Run 6" x 12") *See Attachment A, % Passing Sieve Sizes	60
m. SP (Spalls) *3" x 8" accepted upon visual inspection	60

n. WR (Waste Rock)	60
*By products of the crushing process, accepted upon visual inspection	
o. Full Material (Stripping from quarry)	
p. Pugged Rock	
*Water added to one of the other rock types specified herein as requested by County	

3.4.4. Crushed Stone Aggregate Testing Requirement - 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.

3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be 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 fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.

3.4.5. Chip Seal Specifications – 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.

3.4.5.1. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.

3.4.5.2. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardness
a. SC.375 (3/8" Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
b. SC.5 (1/2" Seal Coat Chips)	30
*See Attachment A, % Passing Sieve Sizes	
c. GRB (Gravel Road Base Type 5)	50

3.5. OTHER CONDITIONS AND REQUIREMENTS

3.5.1. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.

3.5.2. Award of Contract - The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain "N/A" or "No Bid".
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
  - 4.2.1. Submittal Package - Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. 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).
- 4.4. 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.
- 4.5. 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. 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.
- 4.8. 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.

- 4.9. METHOD OF EVALUATION – The County 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.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY – In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

5.1. **Company Information**

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

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

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

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

Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$	\$
5.2.2.	SR1	75,000	\$	\$
5.2.3.	SR1.5	50,000	\$	\$
5.2.4.	SR2.5	25,000	\$	\$
5.2.5.	CR1	50,000	\$	\$
5.2.6.	CR2	500	\$	\$
5.2.7.	CR3	1,500	\$	\$
5.2.8.	MS	3,500	\$	\$
5.2.9.	QR	1,500	\$	\$
5.2.10.	GQR	500	\$	\$
5.2.11.	SP	500	\$	\$
5.2.12.	WR	2,000	\$	\$
5.2.13.	GQR6X9	1,500	\$	\$
5.2.14.	GQR6X12	1,000	\$	\$
5.2.15.	SC.375	1,500	\$	\$
5.2.16.	SC.5	6,000	\$	\$
5.2.17.	SP=Spalls	1,000	\$	\$
5.2.18.	Fill Material	1,000	\$	\$
5.2.19.	Pugged Rock	1,000	\$	\$ <small>add-on cost/ton</small>
5.2.20.	<b>Grand Total</b>			\$

**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200		\$	\$
5.3.2.	SC.5	7,500		\$	\$

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

**5.5. Delivery Pricing - 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	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
5.5.1.	0 - <5									
5.5.2.	5 - <10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

5.7. Location of Vendor's Plant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)       Yes       No

**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.**

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SR1					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
  
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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



**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 1 - Issued November 20, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By:

  
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase			
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMAT	UNIT PRICE PER TON	EXTENDED PRICE		2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00		\$6.47	\$323,420.00
4.7.2.	SR1	75,000	\$6.69	\$501,750.00		\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00		\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00		\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00		\$9.27	\$463,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00		\$9.17	\$9,167.00
4.7.7.	CR2	500	\$7.96	\$3,980.00		\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00		\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00		\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00		\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00		\$4.03	\$8,054.60
4.7.14	GQR6X 9	1,500	\$10.11	\$15,165.00		\$10.41	\$15,619.95
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00		\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00		\$11.20	\$67,176.60
4.7.18	SP=Spals	1000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00		\$5.41	\$5,407.50
4.7.20	Pugged Rock Per ton add on	1000	\$0.50	\$500.00		\$0.52	\$515.00
	GRB	20000				\$0.00	\$0.00
			<b>TOTAL</b>	<b>\$1,954,245.00</b>		<b>TOTAL</b>	<b>\$2,012,872.35</b>

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING		BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase									
<b>4.8. CHIP SEAL PRICING - FOB PLANT ONLY</b>											
4.8.1.	DESCRIP TION	Unit of Measure Tons  APPROX IMATE QTY	UNIT PRICE PER TON	2nd Renewal 1-1-15 - 12-31- 15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE						
	SC.375	1,200	\$10.87	\$11.20	\$13,435.32						
	SC.5	7,500	\$10.87	\$11.20	\$83,970.75						
<b>TOTAL</b>				<b>TOTAL</b>	<b>\$97,406.07</b>						
<b>4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.</b>											
Maximum % Increase 1st Renewal		10.00%									
Maximum % Increase 2nd Renewal		10.00%									
<b>4.10. DELIVERY PRICING</b>			<b>4.10. DELIVERY PRICING</b>								
			<b>1-1-15 -- 12-31-15</b>								
			A	B	C	D	E	F	G	H	I
			<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
			\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton	\$/ Ton
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00
<b>4.11. MAXIMUM % INCREASE FOR SECTION 4.10.</b>											
Maximum % Increase 1st Renewal		10.00%									
Maximum % Increase 2nd Renewal		10.00%									
4.12.	Location of Vendor Plant	East Scale - 3101 Creasy Springs Road Columbia, MO 65202					West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202				
4.13.	Honor Pricing for New Plants during Cooperative Purchasing? Y or	Y									
4.14.	Provide material after normal Work	Y									

08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

Mid-Missouri Limestone, Riggs Quarry

Mid-Missouri Limestone, Millersburg Quarry

RENEWAL PRICING

RIGGS QUARRY RENEWAL PRICING

MILLERSBURG QUARRY RENEWAL PRICING

4.7 BASE BID PRICING - CRUSHED STONE  
LOGS/CATS FOR THE ESTIMATING AND

DESCRIPTION	Unit of Measure Tons	APPROXIMATE QTY	RIGGS QUARRY		MILLERSBURG QUARRY	
			UNIT PRICE PER TON	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE
4.7.1. RSB	50,000		\$6.30	\$315,000.00	5.75	\$287,500.00
4.7.2. SR1	75,000		\$7.30	\$547,500.00	6.70	\$502,500.00
4.7.3. SR1.5	50,000		\$7.30	\$365,000.00	6.70	\$335,000.00
4.7.4. SR2.5	25,000		\$7.30	\$182,500.00	6.70	\$167,500.00
4.7.5. CR1	50,000		\$9.71	\$485,500.00	9.00	\$450,000.00
4.7.6. CR1.5	1,000		\$8.93	\$8,930.00	8.40	\$8,400.00
4.7.7. CR2	500		\$8.93	\$4,465.00	8.40	\$4,200.00
4.7.8. CR3	1,500		\$8.93	\$13,395.00	8.40	\$12,600.00
4.7.9. MS	3,500		\$9.45	\$33,075.00	9.00	\$31,500.00
4.7.10. QR	1,500		\$6.77	\$10,155.00	6.45	\$9,675.00
4.7.11. GQR	500		\$9.71	\$4,855.00	8.85	\$4,425.00
4.7.12. SP	500		\$9.19	\$4,595.00	8.50	\$4,250.00
4.7.13. WR	2,000		\$3.41	\$6,820.00	3.00	\$6,000.00
4.7.14. GQR6X9	1,500		\$9.71	\$14,565.00	9.00	\$13,500.00
4.7.15. GQR6X12	1,000		\$9.71	\$9,710.00	9.00	\$9,000.00
4.7.16. SC.375	1,500		\$15.75	\$23,625.00	no bid	
4.7.17. SC.5	6,000		\$13.65	\$81,900.00	no bid	
4.7.18. SP=Spalls	1000		\$9.19	\$9,190.00	8.50	\$8,500.00
4.7.19. Fill Material	1000		\$3.15	\$3,150.00	3.00	\$3,000.00
4.7.20. Pugged Rock Per ton add on	1000		\$0.53	\$530.00	0.50	\$500.00
GRB	20000		\$6.30	\$126,000.00	5.75	\$115,000.00
			<b>TOTAL</b>	<b>\$2,250,460.00</b>	<b>TOTAL</b>	<b>\$1,973,050.00</b>

4.8. CHIP SEAL PRICING - FOB PLANT ONLY

DESCRIPTION	APPROXIMATE QTY IN TONS	UNIT PRICE PER TON	EXTENDED PRICE	RIGGS QUARRY		MILLERSBURG QUARRY	
				UNIT PRICE PER TON	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE
4.8.1. SC.375	1,200	\$15.00	\$18,000.00	\$15.75	\$0.00	no bid	\$0.00
4.8.1. SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$0.00	no bid	\$0.00
			<b>TOTAL</b>	<b>\$115,500.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL</b>

4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.

Maximum % Increase 1st Renewal	10%
Maximum % Increase 2nd Renewal	10%

08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

Mid-Missouri Limestone, Riggs Quarry

Mid-Missouri Limestone, Millersburg Quarry

RENEWAL PRICING		DELIVERY PRICE RIGGS QUARRY ORIGINAL CONTRACT								DELIVERY PRICE RIGGS QUARRY 1ST RENEWAL 1-1-13-14 5% INCREASE	DELIVERY PRICE RIGGS QUARRY 2ND RENEWAL 1-1-15 - 11-30-15 0% INCREASE												
Schedule	A	B	C	D	E	F	G	H	I		A	H	I	A	B	C	D	E	F	G	H	I	
Fuel Price	<\$2.00	\$2.00 - -2.25	\$2.25 - -2.50	\$2.50 - -2.75	\$2.75 - -3.00	\$3.00 - -3.25	\$3.25 - -3.50	\$3.50 - -3.75	\$3.75 - -4.00		<\$2.00	\$3.50 - -3.75	\$3.75 - -4.00	<\$2.00	\$2.00 - -2.25	\$2.25 - -2.50	\$2.50 - -2.75	\$2.75 - -3.00	\$3.00 - -3.25	\$3.25 - -3.50	\$3.50 - -3.75	\$3.75 - -4.00	
Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton		\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	
4.10.1 0 - <5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94		\$2.54	\$0.00	\$0.00	\$2.54	\$2.54	\$2.54	\$2.54	\$2.54	\$2.68	\$2.81	\$2.95	\$3.09	
4.10.2 5 - <10	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64		\$3.28	\$0.00	\$0.00	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28	\$3.41	\$3.55	\$3.69	\$3.82	
4.10.3 10 - <15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34		\$4.01	\$0.00	\$0.00	\$4.01	\$4.01	\$4.01	\$4.01	\$4.01	\$4.15	\$4.28	\$4.42	\$4.56	
4.10.4 15 - <20	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04		\$4.75	\$0.00	\$0.00	\$4.75	\$4.75	\$4.75	\$4.75	\$4.75	\$4.88	\$4.99	\$5.16	\$5.29	
4.10.5 20 - <25	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74		\$5.48	\$0.00	\$0.00	\$5.48	\$5.48	\$5.48	\$5.48	\$5.48	\$5.62	\$5.75	\$5.89	\$6.03	
4.10.6 25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44		\$6.22	\$0.00	\$0.00	\$6.22	\$6.22	\$6.22	\$6.22	\$6.22	\$6.35	\$6.49	\$6.63	\$6.76	
4.10.7 30 - <35	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14		\$6.95	\$0.00	\$0.00	\$6.95	\$6.95	\$6.95	\$6.95	\$6.95	\$7.09	\$7.22	\$7.36	\$7.50	

RENEWAL PRICING		DELIVERY PRICE MILLERSBURG QUARRY ORIGINAL CONTRACT								DELIVERY PRICE MILLERSBURG QUARRY 1ST RENEWAL 1-1-14 - 12-31-14 0% INCREASE	DELIVERY PRICE MILLERSBURG QUARRY 2ND RENEWAL 1-1-15 - 11-30-15 0% INCREASE												
Schedule	A	B	C	D	E	F	G	H	I		A	H	I	A	B	C	D	E	F	G	H	I	
Fuel Price	<\$2.00	\$2.00 - -2.25	\$2.25 - -2.50	\$2.50 - -2.75	\$2.75 - -3.00	\$3.00 - -3.25	\$3.25 - -3.50	\$3.50 - -3.75	\$3.75 - -4.00		<\$2.00	\$3.50 - -3.75	\$3.75 - -4.00	<\$2.00	\$2.00 - -2.25	\$2.25 - -2.50	\$2.50 - -2.75	\$2.75 - -3.00	\$3.00 - -3.25	\$3.25 - -3.50	\$3.50 - -3.75	\$3.75 - -4.00	
Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton		\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	
4.10.1 0 - <5	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94		\$2.42	\$2.81	\$2.94	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.55	\$2.68	\$2.81	\$2.94	
4.10.2 5 - <10	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64		\$3.12	\$3.51	\$3.64	\$3.12	\$3.12	\$3.12	\$3.12	\$3.12	\$3.25	\$3.38	\$3.51	\$3.64	
4.10.3 10 - <15	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34		\$3.82	\$4.21	\$4.34	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82	\$3.95	\$4.08	\$4.21	\$4.34	
4.10.4 15 - <20	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.75	\$4.91	\$5.04		\$4.52	\$4.91	\$5.04	\$4.52	\$4.52	\$4.52	\$4.52	\$4.52	\$4.65	\$4.78	\$4.91	\$5.04	
4.10.5 20 - <25	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74		\$5.22	\$5.61	\$5.74	\$5.22	\$5.22	\$5.22	\$5.22	\$5.22	\$5.35	\$5.48	\$5.61	\$5.74	
4.10.6 25 - <30	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44		\$5.92	\$6.31	\$6.44	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.05	\$6.18	\$6.31	\$6.44	
4.10.7 30 - <35	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14		\$6.62	\$7.01	\$7.14	\$6.62	\$6.62	\$6.62	\$6.62	\$6.62	\$6.75	\$6.88	\$7.01	\$7.14	

4.11 MAXIMUM % INCREASE FOR SECTION 4.10	10%
Maximum % Increase 1st Renewal	10%
Maximum % Increase 2nd Renewal	10%
4.12 Location of Vendor Plant	RIGGS QUARRY & MILLERSBURG QUARRY
4.13 Bonus Pricing for New Plants during Contract	YES
4.14 Cooperative Purchasing? Y or N	YES
Provide material after normal Work Hours	YES
4.15 Weekends & Holidays? Y or N	YES



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

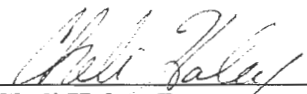
**ADDENDUM # 2 - Issued November 30, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

  
\_\_\_\_\_  
**Cheli Haley, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase		BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase		
QTY	DESCRIPTION	Unit of Measure Tons APPROXIMATE	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.28	\$314,000.00	\$6.47	\$323,420.00
4.7.2	SR1	75,000	\$6.69	\$501,750.00	\$6.69	\$501,750.00	\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.69	\$334,500.00	\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00	\$6.40	\$160,000.00	\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9.27	\$463,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9.17	\$9,167.00
4.7.7	CR2	500	\$7.96	\$3,980.00	\$7.96	\$3,980.00	\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$7.96	\$11,940.00	\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,054.60
4.7.14	GQRcX y	1,500	\$10.11	\$15,165.00	\$10.11	\$15,165.00	\$10.41	\$15,619.95
4.7.15	GQRcX 12	1,000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00	\$10.87	\$16,305.00	\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00	\$10.87	\$65,220.00	\$11.20	\$67,176.60
4.7.18	SP-Spall	1000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00	\$5.25	\$5,250.00	\$5.41	\$5,407.50
4.7.20	Flagged Rock Per ton addition	1000	\$0.50	\$500.00	\$0.50	\$500.00	\$0.52	\$515.00
	GRB	20000			\$6.90	\$138,000.00	\$7.11	\$142,140.00
			<b>TOTAL</b>	<b>\$1,954,245.00</b>	<b>TOTAL</b>	<b>\$2,092,245.00</b>	<b>TOTAL</b>	<b>\$2,155,012.35</b>



**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING		BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase		BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase																	
<b>4.8. CHIP SEAL PRICING - FOB PLANT ONLY</b>																					
4.8.1	DESCRIP TION	Unit of Measure Tons	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE													
	APPROX IMATE QTY																				
	SC.375	1,200	\$10.87	\$13,044.00	\$10.87	\$13,044.00	\$11.20	\$13,435.32													
	SC.5	7,500	\$10.87	\$81,525.00	\$10.87	\$81,525.00	\$11.20	\$83,970.75													
	<b>TOTAL</b>		<b>\$94,569.00</b>	<b>\$94,569.00</b>	<b>TOTAL</b>	<b>\$94,569.00</b>	<b>\$97,406.07</b>														
<b>4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7 AND 4.8.</b>																					
Maximum % Increase 1st Renewal						10.00%															
Maximum % Increase 2nd Renewal						10.00%															
<b>4.10. DELIVERY PRICING</b>					<b>4.10. DELIVERY PRICING</b>																
<b>1-1-14 --12-31-14</b>					<b>1-1-15 -- 12-31-15</b>																
Schedule		A	B	C	D	E	F	G	H	I	A	B	C	D	E	F	G	H	I		
Fuel Price		<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00	<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <4.00		
Distance (Miles)		\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton		
4.10.1	0 - <5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83		
4.10.2	5 - <10	\$3.29	\$3.29	\$3.29	\$3.29	\$3.29	\$3.29	\$3.45	\$3.48	\$3.51	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.55	\$3.58	\$3.62		
4.10.3	10 - <15	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.95	\$3.99	\$4.02	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4.14		
4.10.4	15 - <20	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.79	\$4.83	\$4.88	\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.93	\$4.97	\$5.03		
4.10.5	20 - <25	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84		
4.10.6	25 - <30	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$6.03	\$6.08	\$6.14	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.21	\$6.26	\$6.32		
4.10.7	30 - <35	\$6.64	\$6.64	\$6.64	\$6.64	\$6.64	\$6.64	\$6.96	\$7.03	\$7.09	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$7.17	\$7.24	\$11.00		
<b>4.11. MAXIMUM % INCREASE FOR DELIVERY PRICING</b>																					
Maximum % Increase 1st Renewal																				10.00%	
Maximum % Increase 2nd Renewal																				10.00%	
4.12.	Location of Vendor Plant	East Scale - 3101 Crawley Springs Road Columbia, MO 65202									West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202										
4.13.	Honor Pricing for New Plants during	Y																			
4.14.	Cooperative Purchasing? Y or	Y																			
4.15.	Provide material after normal Work	Y																			

08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

RENEWAL PRICING		RIGGS QUARRY							MILLERSBURG QUARRY					
4.7 BASE BID PRICING - CRUSHED STONE		UNIT PRICE PER TON		EXTENDED PRICE	1st Round 1-3-14 - 13-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Round 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE	1st Round 1-3-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Round 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE
DESCRIPTION	Unit of Measure (Approximate Qty)	UNIT PRICE PER TON	EXTENDED PRICE	1st Round 1-3-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Round 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE	1st Round 1-3-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Round 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
4.7.1.	RSH	50,000	6.00	\$300,000.00	\$6.30	\$315,000.00	\$6.30	\$315,000.00	5.75	\$287,500.00	5.75	\$287,500.00	5.75	\$287,500.00
4.7.2.	SK1	75,000	6.95	\$521,250.00	\$7.30	\$547,500.00	\$7.30	\$547,500.00	6.70	\$502,500.00	6.70	\$502,500.00	6.70	\$502,500.00
4.7.3.	SRL5	50,000	6.95	\$347,500.00	\$7.30	\$364,875.00	\$7.30	\$365,000.00	6.70	\$335,000.00	6.70	\$335,000.00	6.70	\$335,000.00
4.7.4.	SRL3	25,000	6.95	\$173,750.00	\$7.30	\$182,437.50	\$7.30	\$182,500.00	6.70	\$167,500.00	6.70	\$167,500.00	6.70	\$167,500.00
4.7.5.	CR1	50,000	9.25	\$462,500.00	\$9.71	\$485,625.00	\$9.71	\$485,500.00	9.00	\$450,000.00	9.00	\$450,000.00	9.00	\$450,000.00
4.7.6.	CR1.5	1,000	8.50	\$8,500.00	\$8.93	\$8,925.00	\$8.93	\$8,930.00	8.40	\$8,400.00	8.40	\$8,400.00	8.40	\$8,400.00
4.7.7.	CR2	500	8.50	\$4,250.00	\$8.93	\$4,462.50	\$8.93	\$4,465.00	8.40	\$4,200.00	8.40	\$4,200.00	8.40	\$4,200.00
4.7.8.	CR3	1,500	8.50	\$12,750.00	\$8.93	\$13,387.50	\$8.93	\$13,395.00	8.40	\$12,600.00	8.40	\$12,600.00	8.40	\$12,600.00
4.7.9.	MS	3,500	9.00	\$31,500.00	\$9.45	\$33,075.00	\$9.45	\$33,075.00	9.00	\$31,500.00	9.00	\$31,500.00	9.00	\$31,500.00
4.7.10.	QR	1,900	6.45	\$9,675.00	\$6.77	\$10,158.75	\$6.77	\$10,155.00	6.45	\$9,675.00	6.45	\$9,675.00	6.45	\$9,675.00
4.7.11.	QQR	500	9.25	\$4,625.00	\$9.71	\$4,856.25	\$9.71	\$4,855.00	8.85	\$4,425.00	8.85	\$4,425.00	8.85	\$4,425.00
4.7.12.	SP	500	8.75	\$4,375.00	\$9.19	\$4,593.75	\$9.19	\$4,595.00	8.50	\$4,250.00	8.50	\$4,250.00	8.50	\$4,250.00
4.7.13.	WR	2,000	3.25	\$6,500.00	\$3.41	\$6,820.00	\$3.41	\$6,820.00	3.00	\$6,000.00	3.00	\$6,000.00	3.00	\$6,000.00
4.7.14.	QQR6X9	1,500	9.25	\$13,875.00	\$9.71	\$14,568.75	\$9.71	\$14,565.00	9.00	\$13,500.00	9.00	\$13,500.00	9.00	\$13,500.00
4.7.15.	QQR6X12	1,000	9.25	\$9,250.00	\$9.71	\$9,712.50	\$9.71	\$9,710.00	9.00	\$9,000.00	9.00	\$9,000.00	9.00	\$9,000.00
4.7.16.	SC.375	1,500	15.00	\$22,500.00	\$15.75	\$23,625.00	\$15.75	\$23,625.00	no bid	#VALUE!	no bid	#VALUE!	no bid	#VALUE!
4.7.17.	SC.5	6,000	13.00	\$78,000.00	\$13.65	\$81,900.00	\$13.65	\$81,900.00	no bid	#VALUE!	no bid	#VALUE!	no bid	#VALUE!
4.7.18.	SP=Opella	1000	8.75	\$8,750.00	\$9.19	\$9,187.50	\$9.19	\$9,190.00	8.50	\$8,500.00	8.50	\$8,500.00	8.50	\$8,500.00
4.7.18.	Fill Material	1000	3.00	\$3,000.00	\$3.15	\$3,150.00	\$3.15	\$3,150.00	3.00	\$3,000.00	3.00	\$3,000.00	3.00	\$3,000.00
4.7.20.	Pugged Rock For use with CR	1000	0.50	\$500.00	\$0.53	\$525.00	\$0.53	\$530.00	0.50	\$500.00	0.50	\$500.00	0.50	\$500.00
	GRB	20000			\$6.30	\$126,000.00	\$6.30	\$126,000.00			5.75	\$115,000.00	5.75	\$115,000.00
			<b>TOTAL</b>	<b>\$3,823,800.00</b>	<b>TOTAL</b>	<b>\$4,134,203.00</b>	<b>TOTAL</b>	<b>\$2,250,460.00</b>	<b>TOTAL</b>	<b>\$1,858,050.00</b>	<b>TOTAL</b>	<b>\$1,973,050.00</b>	<b>TOTAL</b>	<b>\$1,973,050.00</b>

4.8 CRUSHED STONE - FOR PLANT ONLY

DESCRIPTION	APPROXIMATE QTY IN TONS	UNIT PRICE PER TON	EXTENDED PRICE	1st Round 1-3-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	UNIT PRICE PER TON	EXTENDED PRICE	1st Round 1-3-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	2nd Round 1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE	
4.8.1.	SC.375	1,300	\$15.00	\$19,500.00	\$15.75	\$20.00		no bid	\$0.00	no bid	\$0.00	
	SC.5	7,500	\$13.00	\$97,500.00	\$13.65	\$102.00		no bid	\$0.00	no bid	\$0.00	
		<b>TOTAL</b>	<b>\$118,000.00</b>	<b>TOTAL</b>	<b>\$102.00</b>		<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>

Minimum 5% Increase Bid Allowed  
Minimum 5% Increase Bid Allowed



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

**THIS AGREEMENT** dated the 14th day of January, 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Quarries Company, 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 **Crushed Stone Aggregate and Chip Seal Products Term and Supply**, County of Boone Request for Bid #76-30NOV15, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, as well as the Contractor's bid response dated **November 10, 2015** and executed by **Dwain Polly** 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, this Purchase Agreement, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Attachment A, Percent Passing Sieve Sizes, and Attachment B, Current Rock Specification, 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, 2016 through December 31, 2016**, 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 and Chip Seal Products**. 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.

**4. Delivery** - Contractor agrees to deliver FOB Plant or Destination at the County's discretion 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 correct monthly statements within thirty days after 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.

22-2016

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.

**CAPITAL QUARRIES COMPANY, INC.**

by Elwain Polley  
title Sales Manager

address 822 West Stadium Blvd  
Jefferson City Mo 65109

APPROVED AS TO FORM:

by: [Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

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.)

[Signature]  
Signature by ag

11/7/16  
Date

2040-26200/26201 Term/Supply  
No Encumbrance Required  
Appropriation Account

5. RESPONSE FORM

5.1. Company Information

Name: Capital Quarries Company Inc  
 Address: 822 West Stadium Blvd Jefferson City MO 65109  
 Phone Number: 573-634-4800 Fax Number: 573-634-7052  
 Email: dolly@capitalquarries.com Federal Tax ID: 43-118-1049

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. Base Bid Pricing: Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000		\$ 6.40	\$ 320,000.00
5.2.2.	SR1	75,000		\$ 7.00	\$ 525,000.00
5.2.3.	SR1.5	50,000		\$ 7.00	\$ 350,000.00
5.2.4.	SR2.5	25,000		\$ 7.00	\$ 175,000.00
5.2.5.	CR1	50,000		\$ 9.15	\$ 457,500.00
5.2.6.	CR2	500		\$ 8.15	\$ 4075.00
5.2.7.	CR3	1,500		No Bid	\$
5.2.8.	MS	3,500		No Bid	\$
5.2.9.	QR	1,500		\$ 6.50	\$ 9750.00
5.2.10.	GQR	500		\$ 11.00	\$ 5500.00
5.2.11.	SP	500		\$ 11.00	\$ 5500.00
5.2.12.	WR	2,000		\$ 3.75	\$ 7500.00
5.2.13.	GQR6X9	1,500		\$ 10.00	\$ 15000.00
5.2.14.	GQR6X12	1,000		\$ 10.00	\$ 10000.00
5.2.15.	SC.375	1,500		No Bid	\$
5.2.16.	SC.5	6,000		No Bid	\$
5.2.17.	SP=Spalls	1,000		\$ 11.00	\$ 11,000.00
5.2.18.	Fill Material	1,000		\$ 5.00	\$ 5000.00
5.2.19.	Pugged Rock	1,000		\$ No Bid	\$
5.2.20.	<b>Grand Total</b>				\$ 1,900,825.00

5.3. Chip Seal Pricing: FOB Plant Only

Line	Description	Unit of Measure Approximate Quantity	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200	\$	\$
5.3.2.	SC.5	7,500	\$	\$

5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.

First Renewal Term: 5 %

Second Renewal Term: 5 %

5.5. Delivery Pricing - 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	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
5.5.1.	0 - <5	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50
5.5.2.	5 - <10	3.25	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50
5.5.3.	10 - <15	3.80	4.05	4.30	4.55	4.80	5.05	5.30	5.55	5.80
5.5.4.	15 - <20	4.35	4.60	4.85	5.10	5.35	5.60	5.85	6.10	6.35
5.5.5.	20 - <25	5.10	5.35	5.60	5.85	6.10	6.35	6.60	6.85	7.10
5.5.6.	25 - <30	5.85	6.10	6.35	6.60	6.85	7.10	7.35	7.60	7.85
5.5.7.	30 - <35	6.60	6.85	7.10	7.35	7.60	7.85	8.10	8.35	8.60
5.5.8.	35 - <40	7.35	7.60	7.85	8.10	8.35	8.60	8.85	9.10	9.35

5.6. Renewal Pricing Increases for Section 5.5.

First Renewal Term: 5 %

Second Renewal Term: 5 %

5.7. Location of Vendor's Plant(s): Hwy 63 Quarry Capital Quarries  
23400 Hwy 63 South  
Hartsbourg, MO 65039

5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)       Yes       No

**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.**

Authorized Representative (Print Name): Dwain Polly

Dwain Polly      11-10-15  
Signature      Date

The Prices in the Delivery Pricing section are from Cooney's Hauling, Who will be the sub-contractor for Capital Quarries Company, Inc.



**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SRI					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR 1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
  
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

**WORK AUTHORIZATION CERTIFICATION**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Cole )  
 )ss  
State of Missouri )

My name is Dwain Polly . I am an authorized agent of Capital Quarries CU, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

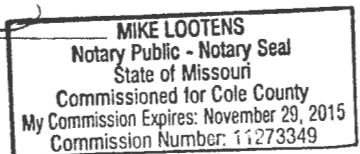
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Dwain Polly / 11/19/15  
Affiant Date

Dwain Polly  
Printed Name

Subscribed and sworn to before me this 19<sup>th</sup> day of November, 2015.

Mike Lootens  
Notary Public



Company ID Number: 451766

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

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

Name:	<b>Jamie Jones</b>	Fax Number:	<b>(573) 634 - 7052</b>
Telephone Number:	<b>(573) 291 - 8005</b>		
E-mail Address:	<b>jjones@moams.com</b>		
Name:	<b>Dee A Luebbering</b>	Fax Number:	<b>(573) 634 - 7183</b>
Telephone Number:	<b>(573) 644 - 7706</b>		
E-mail Address:	<b>deeluebbering@farmercompanies.com</b>		

Company ID Number: 451766

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Capital Quarries Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

**Company ID Number: 451766**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

**Company ID Number: 451766**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



**Company ID Number: 451766**

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

**Company ID Number: 451766**

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

**Company ID Number: 451766**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

**Company ID Number: 451766**

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

**Company ID Number: 451766**

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

**Company ID Number: 451766**

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

**Company ID Number: 451766**

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

**Company ID Number: 451766**

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 451766

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Capital Quarries Company</b>	
<b>Dee Luebbering</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>09/28/2011</b>
Signature	Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>09/28/2011</b>
Signature	Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name:	Capital Quarries Company
Company Facility Address:	822 Stadium Blvd West
	Jefferson City, MO 65109
Company Alternate Address:	PO Box 105050
	Jefferson City, MO 65110
County or Parish:	COLE
Employer Identification Number:	431181049

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Dwain Polly      11-13-15  
Applicant                      Date

Dwain Polly  
Printed Name

# MISSOURI

*John R. Mollen*

## DRIVER LICENSE



9 CLASS **E** 4b EXP **11/15/2019**  
4d DL NO. **T001319006** 3 DOB [REDACTED]  
1 **POLLY**  
2 **JAMES DWAIN**  
8 **10710 DEER RUN RD**  
**JEFFERSON CITY, MO 65101**  
9a END **NONE**  
12 RESTRICTIONS **NONE**  
15 SEX **M** 17 WGT [REDACTED] 4a ISS **11/12/2013**  
16 HGT [REDACTED] 18 EYES **BLU**



**DONOR**

*James Dwain Polly*

5 DO **130013160089**

N/A

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

FARHO-1

OP ID: CG

DATE (MM/DD/YYYY)

12/21/2015

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

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

PRODUCER Huntleigh McGehee 8235 Forsyth Boulevard, #1200 Clayton, MO 63105	CONTACT NAME: <b>10</b>	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
INSURED <b>Capital Quarries Co., Inc.</b> P.O. Box 105050 Jefferson City, MO 65110	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Greenwich Insurance Company</b>	<b>22322</b>
	INSURER B : <b>National Union Fire Ins.Co.</b>	<b>19445</b>
	INSURER C : <b>XL Insurance Company</b>	<b>37885</b>
	INSURER D : <b>Zurich American Insurance Co.</b>	<b>16535</b>
	INSURER E : INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			RGE500029603  SIR - \$100,000 PER OCCUR	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ n/a
	\$2mil per loc.not to exceed \$10mil						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			RAD500029503	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
				\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		BE023812163	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 20,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD500029303	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prop/Equip-Special			CPP980633003	01/01/2015	01/01/2016	See Below	
	Prop-R/C-Equip-ACV							

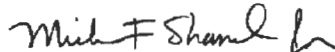
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Real/Personal Prop - \$25M Loss Limit/Per Occurrence - Scheduled Equip - \$51,117,560 - Leased/Rented-\$800,000 - Ded. \$10,000, 5% for Specialized Equipment

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer

Phone: (573)886-4392

Fax: (573)886-4390

[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



BOONE COUNTY, MISSOURI  
Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products

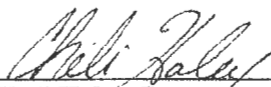
ADDENDUM # 2 - Issued November 30, 2015

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

  
Cheli Haley, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

Company Name:

Capital Quarries Company Inc

Address:

822 West Stadium Blvd Jefferson City MO 65109

Phone Number:

573-634-4800

Fax Number:

573-634-7052

E-mail:

d.polly@capitalquarries.com

Authorized Representative Signature:

Dwain Polly Date: 11-30-15

Authorized Representative Printed Name:

Dwain Polly



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Cheli Haley

Buyer

Phone: (573)886-4392

Fax: (573)886-4390

[chaley@boonecountymmo.org](mailto:chaley@boonecountymmo.org)

### BID DATA

---

#### INFORMATION

Bid Number: 76-30NOV15

Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply

#### SUBMISSION INFORMATION

Due Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Monday, November 30, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

### BID CONTENTS

---

1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
6. Attachments
  - a. Percent Passing Sieve Sizes
  - b. Current Rock Specification
  - c. Compliance with House Bill 1549 and Work Authorization
  - d. Certification of Individual Bidder and Affidavit
  - e. Debarment Certification
  - f. Standard Terms and Conditions
  - g. No Bid Response 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 the following Sections of this Request for Bid.

### 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

www.showmeboone.com *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provides 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's 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 award to multiple vendors.
- 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:
    - a. the provisions of the Contract (as it may be amended);
    - b. the provisions of the Bid;
    - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning January 1, 2016. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 1.7. **CONTRACT RENEWAL** – The contract may be renewed by the County for up to an additional two (2) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. 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.
- 1.10. 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 State law.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, handling, shipping, freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.
- 1.13. DELIVERY – Pricing for delivery or pick up is requested in multiple formats:
  - 1.13.1. 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 plan
  - 1.13.2. 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.
  - 1.13.3. Chip Seal Products: F.O.B. Point of Origin (Vendor’s Plant). The County will pick up and haul chip seal products from plant.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

---

### 2.1. INSURANCE

- 2.1.1. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
  - 2.1.3.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such

coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.2. 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.

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

2.3. OVERHEAD LINE PROTECTION - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the



Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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 (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.6. DESIGNEE – Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.7. BILLING AND PAYMENTS – The County desires to receive weekly invoices itemizing the job site areas and providing supporting detail for each load that is delivered or picked up in addition to receiving a monthly statement. Computerized billing is preferred. Invoices and monthly statements should be submitted to Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201. Payments shall be made within thirty (30) days after receipt of a correct and valid monthly statement.
- 2.7.1. The billing code used 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. Invoices for all contracted work shall include the following information at a minimum:
- County’s Contract Number.
  - The date, time, and location of the service provided.
  - Load details
  - Units stated in tons.
- Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.*

### 3. PRIMARY SPECIFICATIONS

---

- 3.1. SCOPE OF WORK - It is the intent of the County to secure 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.
- 3.2. BACKGROUND INFORMATION – The contract resulting from this Request for Bid will replace contract number 08-14FEB13 that will expire on December 31, 2015. To view past award information, please navigate to Bid Awards on our website at [www.showmeboone.com](http://www.showmeboone.com) and select 2013. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2013 Bid Archives.
- 3.3. QUANTITY - All orders shall 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 the Contractor will vary according to need within a given area. The County makes no representation or guarantee concerning quantities of rock it will purchase from the Contractor.
- 3.4. GENERAL INFORMATION:
- 3.4.1. The County reserves the right to award to more than (1) supplier. The County 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 the 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.

3.4.2. The 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 online maps, GIS software, or by odometer. If a vendor has more than one quarry location, delivery would be expected from the closest quarry; however delivery may be made from another location based on vendor operational efficiencies.

3.4.3. Crushed Stone Aggregate Technical Specifications – Aggregate shall be composed of durable particles of rock. When tested in accordance with AASHTO T96 (American Association of State Highway and Transportation Officials), 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 six (6) percent.

3.4.3.1. Deleterious rock and shale – 6.0 percent by weight

3.4.3.2. Mud balls – 2.5 percent by weight

3.4.3.3. Other foreign materials – 1 percent by weight

3.4.3.4. Abbreviations and Descriptions	AASHTO T96
*see Attachments for additional specifications	Minimum Hardness
a. RSB (Roll Stone Base) *See Attachment A, % Passing Sieve Sizes	60
b. SR1 (1" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
c. SR1.5 (1 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
d. SR2.5 (2 ½" Minus Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
e. CR1 (1" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
f. CR2 (2" Clean Crushed Stone) See Attachment A, % Passing Sieve Sizes ASTM#3	45
g. CR3 (3" Clean Crushed Stone) *See Attachment A, % Passing Sieve Sizes	45
h. MS (Manufactured Stone Sand) *Class D sand as described in section 102.2.3. of the Missouri Standard Specifications for Highway Construction – 1996	60
i. QR (Quarry Run) *Quarry Run, Riprap, or Shot Rock accepted upon visual inspection	60
j. GQR (Graded Quarry Run) *Same as QR except stones are of a uniform size, 9" to 15" stones are acceptable.	60
k. GQR6x9 (Graded Quarry Run 6" x 9") *See Attachment A, % Passing Sieve Sizes	60
l. GQR6x12 (Graded Quarry Run 6" x 12") *See Attachment A, % Passing Sieve Sizes	60
m. SP (Spalls) *3" x 8" accepted upon visual inspection	60

---

n. WR (Waste Rock) 60

\*By products of the crushing process, accepted upon visual inspection

---

o. Full Material (Stripping from quarry)

---

p. Pugged Rock

\*Water added to one of the other rock types specified herein as requested by County

3.4.4. Crushed Stone Aggregate Testing Requirement - 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.

3.4.4.1. Materials that fail to comply with specifications shall not be sold to the County. Should these materials be 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 fifty percent (50%) per unit price bid herein for every ton of deficient materials. If material is taken to a job site, rejected, and return is requested prior to being laid, the County will not pay for any of it. Designee or authorized representative shall determine the extent and volume of deficient material and notify the Contractor of deficiencies.

3.4.5. Chip Seal Specifications – 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.

3.4.5.1. Seal coat chips shall be washed or dry screened to insure freedom from objectionable coatings.

3.4.5.2. Abbreviations and Descriptions AASHTO T96  
\*see Attachments for additional specifications Minimum Hardness

---

a. SC.375 (3/8" Seal Coat Chips) 30

\*See Attachment A, % Passing Sieve Sizes

---

b. SC.5 (1/2" Seal Coat Chips) 30

\*See Attachment A, % Passing Sieve Sizes

---

c. GRB (Gravel Road Base Type 5) 50

### 3.5. OTHER CONDITIONS AND REQUIREMENTS

3.5.1. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: [chaley@boonecountymo.org](mailto:chaley@boonecountymo.org).

3.5.2. Award of Contract - The County reserves the right to award to more than one (1) supplier. The County's decision will be based upon the ability of the source to supply acceptable goods or services within the County's time requirements. In addition, the County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

---

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses should be submitted using the provided Response Sheet. Every question should be answered, and if not applicable the section must contain “N/A” or “No Bid”.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, an original and **two (2) copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number** and the due date and time.
- 4.3. 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).
- 4.4. 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.
- 4.5. 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. 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.
- 4.8. 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.

- 4.9. METHOD OF EVALUATION – The County 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.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.
- 4.12. DISCREPANCY – In the event of a discrepancy between a unit price and extended line item price, the unit price shall govern.

5. RESPONSE FORM

---

5.1. Company Information

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

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

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

Email: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

5.2. **Base Bid Pricing:** Crushed Stone Aggregate for the furnishing and delivery, FOB Destination and FOB Plan.

Line	Description	Unit of Measure Tons Approximate Quantity	Unit Price Per Ton	Extended Total
5.2.1.	RSB	50,000	\$	\$
5.2.2.	SR1	75,000	\$	\$
5.2.3.	SR1.5	50,000	\$	\$
5.2.4.	SR2.5	25,000	\$	\$
5.2.5.	CR1	50,000	\$	\$
5.2.6.	CR2	500	\$	\$
5.2.7.	CR3	1,500	\$	\$
5.2.8.	MS	3,500	\$	\$
5.2.9.	QR	1,500	\$	\$
5.2.10.	GQR	500	\$	\$
5.2.11.	SP	500	\$	\$
5.2.12.	WR	2,000	\$	\$
5.2.13.	GQR6X9	1,500	\$	\$
5.2.14.	GQR6X12	1,000	\$	\$
5.2.15.	SC.375	1,500	\$	\$
5.2.16.	SC.5	6,000	\$	\$
5.2.17.	SP=Spalls	1,000	\$	\$
5.2.18.	Fill Material	1,000	\$	\$
5.2.19.	Pugged Rock	1,000	\$	\$ add-on cost/ton
5.2.20.	<b>Grand Total</b>			\$

**5.3. Chip Seal Pricing: FOB Plant Only**

Line	Description	Unit of Measure Approximate Quantity	Tons	Unit Price Per Ton	Extended Total
5.3.1.	SC.375	1,200		\$	\$
5.3.2.	SC.5	7,500		\$	\$

**5.4. Renewal Pricing Increases for Sections 5.2. and 5.3.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

**5.5. Delivery Pricing - 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	I
	Fuel Price	<\$1.75	\$1.75 - <2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75
Line	Distance (Miles)	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
5.5.1.	0 - <5									
5.5.2.	5 - <10									
5.5.3.	10 - <15									
5.5.4.	15 - <20									
5.5.5.	20 - <25									
5.5.6.	25 - <30									
5.5.7.	30 - <35									
5.5.8.	35 - <40									

**5.6. Renewal Pricing Increases for Section 5.5.**

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

5.7. Location of Vendor's Plant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



5.8. Will you honor these prices for any new or acquired plant opened during the contract term?  
 Yes       No

5.9. Will you provide the material bid above to Boone County after normal working hours, on weekends, and on holidays, if requested?     Yes       No

**5.10. Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)       Yes       No

**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.**

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PERCENT PASSING**  
**SIEVE SIZES**

TYPE	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No.30	No.40	No.200
RSB					100		60-90		35-60				10-35		
SR1					100			65*			5-25				
SR2.5		90-100			45-60				0-20						
CR1				100	95-100		25-60		0-10	0-5					
CR1.5			100	90-100	20-55	0-15		0-5							
CR2		100	90-100	35-70	0-15		0-5								
CR3	100	90-100	35-70	0-15		0-5									
SC.375							100	97-100	0-12						
SC.5						100	85-100	30-65	0-5						
GQR6X9															
GQR6															
GRB					100		60-90		35-60				10-35		8-15

- \* indicates maximum permitted
- (a) plasticity index (0-6)
- (b) plasticity index (4-12)
  
- GQR6X9 and GQR6X12 per Sections 3.4.3.4. k and 3.4.3.4. l:

**GQR6X9**

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

**GQR6X12**

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

**BOONE COUNTY PUBLIC WORKS**  
**CURRENT ROCK SPECIFICATIONS (2004)**

1003.2.3

<b>Item</b>	<b>Description</b>	<b>Specification No.</b>	<b>Source</b>	<b>Modifications</b>
RSB	Rolled Stone Base(Type 1)	1007	MoDOT - 2004	None
SR1	1" Surface – Grade B Only	1006	MoDOT - 2004	None
SR1.5	1-1/2" Surface	Custom Spec.	Boone County	Yes
SR2.5	2-1/2" Surface	Custom Spec.	Boone County	Yes
CR 1	1" Clean	#57	ASTM	Yes
CR 1.5	1.5" Clean	#4	ASTM	Yes
CR2	2" Clean	#3	ASTM	Yes
CR3	3" Clean	#2	ASTM	Yes
SC .375	3/8" Chips	1003.2.2	MoDOT - 2004	None
SC .5	1/2" Chips	1003.2.2.	MoDOT - 2004	None
GRB	Gravel Road Base (Type 5)	1007.3	MoDOT – 2011	Yes

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**





**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
                                                  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

**(Please complete and return with Bid)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Print Name and Title of Authorized Representative

---

Signature

---

Date



## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be

considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer’s Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

**NO BID RESPONSE FORM**

Cheli Haley  
Buyer  
Phone: (573)886-4392  
Fax: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

---

**BID INFORMATION:**

**Bid Number: 76-30NOV15**

**Bid Title: Crushed Stone Aggregate and Chip Seal Products – Term & Supply**

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

**ADDENDUM # 1 - Issued November 20, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) The County received a request for current crushed stone aggregate and chip seal pricing. Attached is the current pricing.

By: *Jacob M. Garrett* *By* *Michael D. [Signature]*  
**Jacob M. Garrett, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #1** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase			
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMATE	UNIT PRICE PER TON	EXTENDED PRICE		2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00		\$6.47	\$323,420.00
4.7.2.	SR1	75,000	\$6.69	\$501,750.00		\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00		\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00		\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00		\$9.27	\$463,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00		\$9.17	\$9,167.00
4.7.7.	CR2	500	\$7.96	\$3,980.00		\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00		\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00		\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00		\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00		\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00		\$4.03	\$8,054.60
4.7.14	GQR6X 9	1,500	\$10.11	\$15,165.00		\$10.41	\$15,619.95
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00		\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00		\$11.20	\$67,176.60
4.7.18	SP=Spal ls	1000	\$10.11	\$10,110.00		\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00		\$5.41	\$5,407.50
4.7.20	Pugged Rock Per ton add on	1000	\$0.50	\$500.00		\$0.52	\$515.00
	GRB	20000				\$0.00	\$0.00
			<b>TOTAL</b>	<b>\$1,954,245.00</b>		<b>TOTAL</b>	<b>\$2,012,872.35</b>

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

**BOONE QUARRIES  
RENEWAL PRICING**

**BOONE QUARRIES  
2nd Renewal  
1-1-15 - 12-31-15  
3% Increase**

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

4.8.1.	DESCRIP TION	Unit of Measure Tons	UNIT PRICE PER TON				2nd Renewal 1-1-15 - 12-31- 15 UNIT PRICE PER TON 0% Increase	EXTENDED PRICE
		APPROX IMATE QTY						
	SC.375	1,200	\$10.87				\$11.20	\$13,435.32
	SC.5	7,500	\$10.87				\$11.20	\$83,970.75
			<b>TOTAL</b>				<b>TOTAL</b>	<b>\$97,406.07</b>

**4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

**4.10. DELIVERY PRICING**

**4.10. DELIVERY PRICING**

**1-1-15 -- 12-31-15**

A	B	C	D	E	F	G	H	I
<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00- <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00

**4.11. MAXIMUM % INCREASE FOR SECTION 4.10.**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

4.12. Location of Vendor Plant	East Scale - 3101 Creasy Springs Road Columbia, MO 65202	West Scale - 2510 N. Stadium Blvd., Columbia, MO 65202
4.13. Honor Pricing for New Plants during	Y	
4.14. Cooperative Purchasing? Y or	Y	
4.15. Provide material after normal Work	Y	



08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and Supply

RENEWAL PRICING

Mid-Missouri Limestone, Riggs Quarry

Mid-Missouri Limestone, Millersburg Quarry

4.10 DELIVERY PRICING											DELIVERY PRICE RIGGS QUARRY 1ST RENEWAL 14 - 12-31-14 0% INCREASE											DELIVERY PRICE RIGGS QUARRY 2ND RENEWAL 14-15 - 12-31-15 0% INCREASE										
Schedule																																
A											B											C										
B											C											D										
C											D											E										
D											E											F										
E											F											G										
F											G											H										
G											H											I										
H											I																					
I																																
Fuel Price											-\$2.00											-\$2.00										
Distance (Miles)											\$ / Ton											\$ / Ton										
0 - <5											\$2.42											\$2.54										
5 - <10											\$3.12											\$3.28										
10 - <15											\$3.82											\$4.01										
15 - <20											\$4.52											\$4.75										
20 - <25											\$5.22											\$5.48										
25 - <30											\$5.92											\$6.22										
30 - <35											\$6.62											\$6.95										

4.10 DELIVERY PRICING											DELIVERY PRICE MILLERSBURG QUARRY ORIGINAL CONTRACT											DELIVERY PRICE MILLERSBURG QUARRY 1ST RENEWAL 1-4-14 - 12-31-14 0% INCREASE										
Schedule																																
A											B											C										
B											C											D										
C											D											E										
D											E											F										
E											F											G										
F											G											H										
G											H											I										
H											I																					
I																																
Fuel Price											-\$2.00											-\$2.00										
Distance (Miles)											\$ / Ton											\$ / Ton										
0 - <5											\$2.42											\$2.42										
5 - <10											\$3.12											\$3.12										
10 - <15											\$3.82											\$3.82										
15 - <20											\$4.52											\$4.52										
20 - <25											\$5.22											\$5.22										
25 - <30											\$5.92											\$5.92										
30 - <35											\$6.62											\$6.62										

4.11. Maximum % Increase for Section 4.10	10%
Maximum % Increase 1st Renewal	10%
Maximum % Increase 2nd Renewal	10%
4.12. Location of Vendor Plant	RIGGS QUARRY & MILLERSBURG QUARRY
4.13. Honor Pricing for New Plants during Contract	YES
4.14. Cooperative Purchasing? Y or N	YES
4.15. Provide material after normal Work Hours.	YES
4.15. Weekends & Holidays? Y or N	YES





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 76-30NOV15 – Crushed Stone Aggregate and Chip Seal Products**

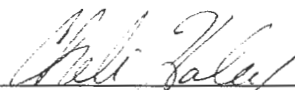
**ADDENDUM # 2 - Issued November 30, 2015**

This addendum is issued in accordance with the RFB Response Page in 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 *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) Addendum 2 shall replace Addendum 1. Please sign and submit Addendum 2 with your Bid Response.

By:

  
\_\_\_\_\_  
**Cheli Haley, Buyer**  
**Boone County Purchasing**

OFFEROR has examined **Addendum #2** to Request for Bid# 76-30NOV15 – *Crushed Stone Aggregate and Chip Seal Products*, receipt of which is hereby acknowledged:

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

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

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

E-mail: \_\_\_\_\_

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

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

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

BOONE QUARRIES RENEWAL PRICING				BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase		BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase		
4.7	DESCR IPTION	Unit of Measur e Tons APPRO XIMATE	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal 1-1-14 - 12-31-14 UNIT PRICE	EXTENDED PRICE	2nd Renewal 1-1-15 - 12-31-15 UNIT PRICE	EXTENDED PRICE
4.7.1.	RSB	50,000	\$6.28	\$314,000.00	\$6.28	\$314,000.00	\$6.47	\$325,420.00
4.7.2.	SR1	75,000	\$6.69	\$501,750.00	\$6.69	\$501,750.00	\$6.89	\$516,802.50
4.7.3.	SR1.5	50,000	\$6.69	\$334,500.00	\$6.69	\$334,500.00	\$6.89	\$344,535.00
4.7.4.	SR2.5	25,000	\$6.40	\$160,000.00	\$6.40	\$160,000.00	\$6.59	\$164,800.00
4.7.5.	CR1	50,000	\$9.00	\$450,000.00	\$9.00	\$450,000.00	\$9.27	\$465,500.00
4.7.6.	CR1.5	1,000	\$8.90	\$8,900.00	\$8.90	\$8,900.00	\$9.17	\$9,167.00
4.7.7.	CR2	500	\$7.96	\$3,980.00	\$7.96	\$3,980.00	\$8.20	\$4,099.40
4.7.8.	CR3	1,500	\$7.96	\$11,940.00	\$7.96	\$11,940.00	\$8.20	\$12,298.20
4.7.9.	MS	3,500	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5.15	\$18,025.00
4.7.10	QR	1,500	\$7.39	\$11,085.00	\$7.39	\$11,085.00	\$7.61	\$11,417.55
4.7.11	GQR	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.12	SP	500	\$10.11	\$5,055.00	\$10.11	\$5,055.00	\$10.41	\$5,206.65
4.7.13	WR	2,000	\$3.91	\$7,820.00	\$3.91	\$7,820.00	\$4.03	\$8,354.60
4.7.14	GQR6X 9	1,500	\$10.11	\$15,165.00	\$10.11	\$15,165.00	\$10.41	\$15,619.95
4.7.15	GQR6X 12	1,000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.16	SC.375	1,500	\$10.87	\$16,305.00	\$10.87	\$16,305.00	\$11.20	\$16,794.15
4.7.17	SC.5	6,000	\$10.87	\$65,220.00	\$10.87	\$65,220.00	\$11.20	\$67,176.60
4.7.18	SP=Spall Is	1000	\$10.11	\$10,110.00	\$10.11	\$10,110.00	\$10.41	\$10,413.30
4.7.19	Fill Material	1000	\$5.25	\$5,250.00	\$5.25	\$5,250.00	\$5.41	\$5,407.50
4.7.20	Pugged Rock Per ton add on	1000	\$0.50	\$500.00	\$0.50	\$500.00	\$0.52	\$515.00
	GRB	20000			\$6.90	\$138,000.00	\$7.11	\$142,140.00
			<b>TOTAL</b>	<b>\$1,954,245.00</b>	<b>TOTAL</b>	<b>\$2,092,245.00</b>	<b>TOTAL</b>	<b>\$2,155,012.35</b>

**08-14FEB13 - Crushed Stone Aggregate and Chip Seal Products Term and**

<b>BOONE QUARRIES RENEWAL PRICING</b>	<b>BOONE QUARRIES 1st Renewal 1-1-14 - 12-31-14 0% Increase</b>	<b>BOONE QUARRIES 2nd Renewal 1-1-15 - 12-31-15 3% Increase</b>
-------------------------------------------	-----------------------------------------------------------------------------	-----------------------------------------------------------------------------

**4.8. CHIP SEAL PRICING - FOR PLANT ONLY**

4.8.1	DESCRIPTION	Unit of Measure Tons	UNIT PRICE PER TON	EXTENDED PRICE	1st Renewal	EXTENDED PRICE	2nd Renewal	EXTENDED PRICE
					1-1-14 - 12-31-14 UNIT PRICE PER TON 0% Increase		1-1-15 - 12-31-15 UNIT PRICE PER TON 3% Increase	
	SC.375	1,200	\$10.87	\$13,044.00	\$10.87	\$13,044.00	\$11.20	\$13,435.32
	SC.5	7,500	\$10.87	\$81,525.00	\$10.87	\$81,525.00	\$11.20	\$83,970.75
		<b>TOTAL</b>		<b>\$94,569.00</b>	<b>TOTAL</b>	<b>\$94,569.00</b>	<b>TOTAL</b>	<b>\$97,406.07</b>

**4.9. MAXIMUM % INCREASE FOR SECTIONS 4.7. AND 4.8.**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

**4.10. DELIVERY PRICING**

**1-1-14 -- 12-31-14**

Schedule	Fuel Price	A	B	C	D	E	F	G	H	I
		<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
Distance (Miles)		\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
4.10.1	0 - <5	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.58	\$2.70	\$2.72	\$2.75
4.10.2	5 - <10	\$3.29	\$3.29	\$3.29	\$3.29	\$3.29	\$3.29	\$3.45	\$3.48	\$3.51
4.10.3	10 - <15	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.77	\$3.95	\$3.99	\$4.02
4.10.4	15 - <20	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57	\$4.79	\$4.83	\$4.88
4.10.5	20 - <25	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.31	\$5.57	\$5.62	\$5.67
4.10.6	25 - <30	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$6.03	\$6.08	\$6.14
4.10.7	30 - <35	\$6.64	\$6.64	\$6.64	\$6.64	\$6.64	\$6.64	\$6.96	\$7.03	\$7.09

**4.10. DELIVERY PRICING**

**1-1-15 -- 12-31-15**

Schedule	Fuel Price	A	B	C	D	E	F	G	H	I
		<\$2.00	\$2.00 - <2.25	\$2.25 - <2.50	\$2.50 - <2.75	\$2.75 - <3.00	\$3.00 - <3.25	\$3.25 - <3.50	\$3.50 - <3.75	\$3.75 - <\$4.00
Distance (Miles)		\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton	\$ / Ton
		\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.66	\$2.78	\$2.80	\$2.83
		\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39	\$3.55	\$3.58	\$3.62
		\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$3.88	\$4.07	\$4.11	\$4.14
		\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.71	\$4.93	\$4.97	\$5.03
		\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47	\$5.74	\$5.79	\$5.84
		\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$5.92	\$6.21	\$6.26	\$6.32
		\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$7.17	\$7.24	\$7.30

**4.11. LOCATION OF VENDOR PLANT FROM SECTION 4.11.**

Maximum % Increase 1st Renewal	10.00%
Maximum % Increase 2nd Renewal	10.00%

4.12. Location of Vendor Plant	East Scale - 3101 Cressy Springs Road Columbia, MO 65202	West Scale - 2510 N Stadium Blvd, Columbia, MO 65202
4.13. Honor Pricing for New Plants during Cooperative Purchasing? Y or N	Y	
4.14. Provide material after normal Work	Y	





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

January

20 16

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, January 19, 2016, at 8:30 a.m. and 4:00 p.m. The meetings will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(2), to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 14th day of January, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner