

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

22<sup>nd</sup>

day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 49-21JUN06 Patrol Rifles to Simmons Gun Specialties. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22<sup>nd</sup> day of August 2006.

ATTEST:

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

Keith Schnarre

Keith Schnarre  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Skip Elkin

Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT FOR  
PATROL RIFLES**

**THIS AGREEMENT** dated the 22 day of August 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Simmons Gun Specialties**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Patrol Rifles, bid number **49-21JUN06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated June 14, 2006 and executed by Gregg Johnson, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

• Item 4.8.1. – Patrol Rifles (Bushmaster 14M4A3)	Quantity 12	\$9,239.88
• Item 4.8.2. – Stock Mounted Single Magazine Holder	Quantity 12	\$299.88
• Item 4.8.4. – Tactical Sling	Quantity 12	\$311.88
• For a total cost of		\$9,851.64

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 to 60 days after receipt of order.

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

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

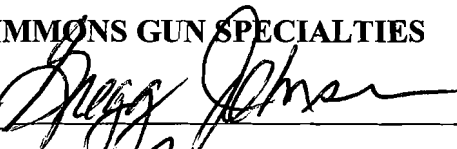
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

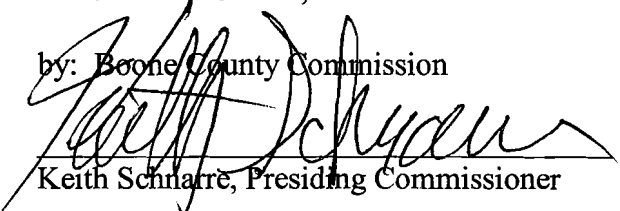
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

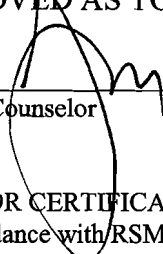
**SIMMONS GUN SPECIALTIES**

by   
title Buyer

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Keith Schmitt, Presiding Commissioner

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

\_\_\_\_\_  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Signature June Pitchford by KF Date 8/15/2006

2901/91300 - \$9,851.64

\_\_\_\_\_  
Appropriation Account

4. Response Form

- 4.1. Company Name: Simmons Gun Specialties
- 4.2. Address: 20241 W. 207th
- 4.3. City/Zip: Spring Hill Ks 66083
- 4.4. Phone Number: 913-592-3939
- 4.5. Fax Number: 913-686-3299
- 4.6. E-mail Address: simmonsguns@earthlink.net
- 4.7. Federal Tax ID: 480869027
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. PRICING		Price
4.8.1.	Patrol Rifles in accordance with section 2.2.1. <u>Bushmaster 14M43</u>	\$ <u>769.99</u> each
4.8.2.	Optional Equipment: Stock mounted single magazine holder <u>BLK 52BS17BK</u>	\$ <u>24.99</u> each
4.8.3.	Optional Equipment: Soft-sided carrying case with external magazine pouches & separate zippered storage pouch <u>BLK 65DC40BK</u>	\$ <u>77.99</u> each
4.8.4.	Optional Equipment: Tactical sling <u>BLK 706500BK</u>	\$ <u>25.99</u> each

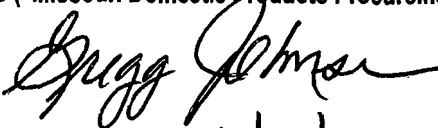
4.9. Describe Warranty Features of all Items:

STANDARD MFG WARRANTY APPLY

4.10. Describe Any Deviations

BLACKHAWK (BLK) IS THE OPTIONAL EQUIPMENT VENDOR

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

4.11.1. Authorized Representative (Sign By Hand):   
GREGG JOHNSON BUYER Date: 6/14/06  
Print Name and Title of Authorized Representative

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

4.13. Delivery ARO: 30 TO 60 DAYS ARO



## Request For Bid (RFB)

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

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

---

### **Bid Data**

Bid Number: **49-21JUN06**  
Commodity Title: **Patrol Rifles**

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

---

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

Day / Date: **WEDNESDAY, JUNE 21, 2006**  
Time: **1:30 PM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

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

---

### **Bid Opening**

Day / Date: **WEDNESDAY, JUNE 21, 2006**  
Time: **1:30 PM**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

---

### **Bid Contents**

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

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

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

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of new AR-15 Style Semi-Automatic .223 Caliber Patrol Rifles with all manufacturer’s standard equipment and those features as detailed in the following specifications. The County may choose to award the base bid or the alternate bid or a combination of the two
  - 2.1.1. **Quantity** – The County anticipates ordering approximately 10-12 patrol rifles. This quantity is provided as an estimated quantity only. The County reserves the right to increase or decrease this quantity as necessary.
- 2.2. **BASE BID MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. The patrol rifles must have a 14.5” barrel with a rate of twist of 1 in 7, 1 in 8, or 1 in 9, chrome lined barrel, flash hider, forward bolt assist, removable carrying handle, collapsible 4 or 6 position stock, and must be equipped with night sights and three (3) 20 round magazines.
- 2.3. **OPTIONAL EQUIPMENT**
  - 2.3.1. Note: At the County’s sole discretion, the County **may** choose to purchase the following optional equipment.
  - 2.3.2. Stock mounted single magazine holder for above magazine capacity in black, olive drab green, or woodland camouflage.
  - 2.3.3. Soft-sided carrying case for above rifle with external magazine pouches and a separate zippered storage pouch in black, olive drab green or woodland camouflage.
  - 2.3.4. Tactical sling for above rifle in black, olive drab green or woodland camouflage.
- 2.4. **WARRANTY:** Bid prices will include standard factory warranty with warranty information included with the bid response.
- 2.5. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.6. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.6.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)
- 2.7. **DELIVERY** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.7.1. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.7.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.8. **EVALUATION** - The Bidder may be required to provide the Sheriff’s Department with a firearm proposed in the bid response for a five day evaluation period. The cost of providing this sample will be the responsibility of the Bidder. Suitability of the firearm in the proposed working environment will be an evaluation factor.



**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.8. PRICING	Price
4.8.1. Patrol Rifles in accordance with section 2.2.1.	\$ _____ each
4.8.2. Optional Equipment: Stock mounted single magazine holder	\$ _____ each
4.8.3. Optional Equipment: Soft-sided carrying case with external magazine pouches & separate zippered storage pouch	\$ _____ each
4.8.4. Optional Equipment: Tactical sling	\$ _____ each

**4.9. Describe Warranty Features of all Items:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4.10. Describe Any Deviations**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4.11.1. Authorized Representative (Sign By Hand):

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

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

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

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



## **Standard Terms and Conditions**

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

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

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

**Boone County Purchasing  
Heather Turner  
Buyer**



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

---

## **“NO BID” RESPONSE FORM**

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

---

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

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

Bid Number 49-21JUN06

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

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

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

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

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

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

REASON(S) FOR NOT SUBMITTING A BID:

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

22<sup>nd</sup>

day of August

20 06

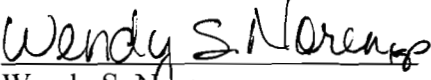
the following, among other proceedings, were had, viz:

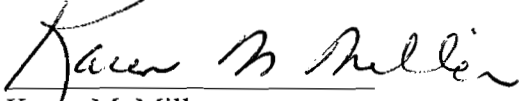
Now on this day the County Commission of the County of Boone does hereby award bid 66-10AUG06 Jemerson Creek Road Low Water Crossing Project to C.L. Richardson Const. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22<sup>nd</sup> day of August 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**CONTRACT AGREEMENT**

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

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

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

**BID NUMBER 66-10AUG06**  
**Jemerson Creek Road Low Water Crossing Project**  
 Project No. 06-413  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$57,266.20 for a total contract amount of \$57,266.20.

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

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

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

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



The Owner agrees to pay the Contractor in the amount:

**Fifty Seven Thousand Two Hundred Sixty Six Dollars and Twenty Cents (\$57,266.20)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8/22/06 at Columbia, Missouri. (Date)

OWNER: BOONE COUNTY, MISSOURI

By: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

ATTEST:

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

Wendy S Noren  
Wendy Noren, County Clerk 48

By: C.L. Richardson  
Authorized Representative Signature

By: C.L. Richardson  
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

2045/71100 - \$57,266.20

Jane E. Pitchford  
Signature by cej

8/16/06  
Date

Appropriation Account

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

C. L. Richardson Construction Co., Inc.

as Principal, hereinafter called Contractor, and Fidelity And Deposit Company of Maryland

a Corporation, organized under the laws of the State of Maryland and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Fifty Seven Thousand Two Hundred Sixty Six and 20/100 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 8/22/2006 entered into a Contract with Owner for:

**BID NUMBER 66-10AUG06  
Jemerson Creek Road Low Water Crossing Project  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO, on this 22nd day of August, 2006.

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

(SEAL)

BY: C. L. Richardson

Fidelity And Deposit Company of Maryland  
(Surety Company)

(SEAL)

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

BY: Mary D. Davidson  
(Missouri Representative)

Mary D. Davidson

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

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

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

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

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

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes      Assistant Secretary

*William J. Mills*

By:      William J. Mills      Vice President

State of Maryland }  
City of Baltimore } ss:

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

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



*Maria D. Adamski*

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

**LABOR AND MATERIAL PAYMENT BOND**

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

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

Fifty Seven Thousand Two Hundred Sixty Six and <sup>20</sup>/<sub>100</sub> DOLLARS

(\$ 57,266.20), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 8/22/2006 entered into a contract with Owner for

**BID NUMBER 66-10AUG06  
Jemerson Creek Road Low Water Crossing Project  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO on this 22nd day of August 2006.

CONTRACTOR L. Richardson Construction C(Seal)nc.

BY: [Signature]

SURETY COMPANY Fidelity And Deposit Company of Maryland

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

BY: [Signature]  
(Missouri Representative) Mary D. Davidson

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

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

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

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

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

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*William J. Mills*

By: *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

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

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



*Maria D. Adamski*

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

**SECTION IV**

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

**SECTION V**

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

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

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

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

By: C. L. Richardson  
(Signature)

C. L. Richardson  
(Print or Type Name)

Title: President

Address: 1547.5 Hwy. 63 South

City, State, Zip: Ashland, MO 65010

Phone: 573-657-9557

Fax: 573-657-1078

Date: 9/10/06



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we,

C.L. Richardson Construction Co., Inc.

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

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

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

WHEREAS, the Principal has submitted a bid for

Jemerson Creek Road Low Water Crossing Project, Replacing existing low water crossing and re-align road,

Project # 06-413

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

Signed and sealed this 10th day of August A.D., 2006

Debbie Crump  
Witness

C.L. Richardson Construction Co., Inc.  
Principal  
C.L. Richardson (SEAL)

Linda Atkinson  
Witness

Fidelity and Depsit Company of Maryland  
Surety  
By Mary D. Davidson (SEAL)  
Mary D. Davidson, Attorney-in-Fact

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

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

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

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

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*William J. Mills*

By: William J. Mills Vice President

State of Maryland }  
City of Baltimore } ss:

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

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



*Maria D. Adamski*

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

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

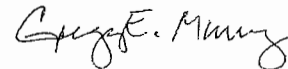
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 10th day of August, 2006.



*Assistant Secretary*

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

\* Attach additional sheets as necessary \*

**C.L. RICHARDSON CONST. PROJECTS COMPLETED IN LAST 5 YEARS**

PROJECT	WHEN COMPLETED	LOCATION	CONTACT - PHONE NO.	TOTAL
Bright Lagoon	12/31/01	Millersburg, MO	Kevin Pace, Phone 573-642-5636	\$ 16,729.00
Roemer Spillway	01/24/00	Boone County, MO	John Watkins, Phone 573-499-1670	\$ 31,471.00
Boone County Bank Stabilization	12/24/02	Boone County, MO	John Watkins, Phone 573-499-1670	\$ 35,000.00
Fuqua Road Paving	10/04/00	Boonville, MO	Ron Shy, Phone 573-875-8799	\$ 275,000.00
Burger King Sitework	06/17/00	Boonville, MO	Ron Shy, Phone 573-875-8799	\$ 100,000.00
MSHSAA Site Work	11/25/00	Columbia, MO	Wade Horn, Phone 573-442-1113	\$ 330,000.00
Boone Retirement Site Work	07/08/02	Columbia, MO	John States, Phone 573-449-7200	\$ 603,000.00
Richland Road	11/21/02	Boone County, MO	John Watkins, Phone 573-499-1670	\$ 507,000.00
Ashland Water Main	11/12/01	Ashland, MO	Jason Kemna, Phone 573-875-8799	\$ 276,000.00
Overton Wetlands	12/01/01	Overton, MO	Bill Boyce, Jr., Phone 573-474-6186	\$ 700,000.00
East Liberty Lane Road Project	12/09/00	Ashland, MO	Chad Sayre, Phone 573-875-8799	\$ 600,000.00
Ashland Lagoon Modifications	02/07/02	Ashland, MO	Chad Sayre, Phone 573-875-8799	\$ 265,000.00
Boone Hospital Parking Lot Addition	12/15/01	Columbia, MO	Cory Unterseher, Phone 573-815-6821	\$ 318,000.00
Gans Road Improvement	02/08/02	Columbia, MO	Dave Bennett, Phone 573-449-2646	\$ 675,000.00
Warrenton Oil Storage Tank Removals	02/01/02	Various Mid-Mo Locations	Jim Baker, Phone 636-456-2346	\$ 260,000.00
Eagle Bluffs Levee Earthwork	11/01/01	Columbia, MO	Daniel Boyce, Phone 573-474-6186	\$ 435,000.00
Carr Lane Culvert Replacement	07/27/02	Boone County, MO	John Watkins, Phone 573-449-8515	\$ 60,000.00
New Water Reservoir	12/20/02	Columbia, MO	Wade Horn, Phone 573-442-1113	\$ 250,000.00
B & B Crossings - Street/Utility Work	06/13/03	Columbia, MO	Chad Sayre, Phone 573-875-8799	\$ 170,000.00
Masonic Home Site Work	05/18/04	Columbia, MO	Don Barnes, 573-442-7436	\$ 600,000.00
Stoney Creek Inn Site Work	07/18/03	Columbia, MO	Ken Kemner, 515-202-3877	\$ 215,000.00
Moser Food Center Site Work	12/17/03	Ashland, MO	Roger Moser, 573-642-9145	\$ 173,000.00
Harley Davidson Site Work	09/29/03	Columbia, MO	Chad Adams, 573-442-7435	\$ 257,113.00
Super 8 Motel Site Work	01/23/04	Columbia, MO	Jim Nugent, 573-348-3636	\$ 89,778.00
Liberty Lane Waterline Relocation	12/27/04	Boone County, MO	John Watkins, 573-449-8515	\$ 170,170.00
Liberty Lane Road Project	05/23/05	Boone County, MO	John Watkins, 573-449-8515	\$ 500,000.00
Boone Prairie Site Work	12/31/04	Columbia, MO	Chad Sayre, Phone 573-875-8799	\$ 630,000.00
Everett School Water Line Project	07/31/05	Columbia, MO	Gene Ahrens, Phone 573-441-7250	\$ 32,143.00
Ashland Movie Gallery Site Work	04/16/05	Ashland, MO	Dean Smith, Phone 573-356-4512	\$ 42,977.00
Buttonwood Storm Sewer Project	08/09/05	Columbia, MO	Matt Renner, Phone 314-878-5545	\$ 39,918.00
Bluff Creek	08/16/05	Columbia, MO	Rob Smith, Phone 573-817-1978	\$ 220,490.00
Otscon Building Expansion	08/15/05	Columbia, MO	Mark Schultz, Phone 573-442-6187	\$ 318,630.00
Vandiver Business Park	10/31/05	Columbia, MO	Rob Smith, Phone 573-817-1978	\$ 925,206.00
Scott Boulevard Improvement	11/01/05	Columbia, MO	John Watkins, 573-449-8515	\$ 593,725.00
Midway Arms Expansion	02/15/06	Midway, MO	Mark Schultz, Phone 573-442-6187	\$ 797,608.00
<b>TOTAL</b>				<b>\$ 11,512,958.00</b>

TOTAL	PROJECT	LOCATION	CONTACT - PHONE NO.
\$ 537,593.00	South Fork Development (GR, SE)	Boone County, MO	Rob Smith, 573-817-1978
\$ 150,000.00	Blue Grass (SI, WA, SE)	Ashland, MO	John Dometrorch, 573-657-9557
\$ 856,372.00	Woodlands (SI, WA, SE)	Columbia, MO	John Payne, 573-881-4000
\$ 1,855,849.00	Eastport Plat 1B (SI, RC, WA, SE)	Columbia, MO	Rob Smith, 573-817-1978
\$ 212,425.00	McBain Levee (SI, GR)	Columbia, MO	Randy Acton, 573-874-7250
\$ 739,922.00	Moniteau Lakes Watershed (SI, GR)	Howard Cty., MO	Bruce Atherton, 573-876-9355
\$ 304,806.00	The Insurance Group (SE, WA, SE, GR)	Columbia, MO	Skip Grossnickle, 573-875-4800
\$ 450,000.00	Route K /Scott Blvd. (RC, WA, SE)	Boone County, MO	John Watkins, 573-449-8515
\$ 5,106,967.00			
	<b>Key:</b> SI = Sitework, RC = Road Construction, WA = Water, SE = Sewer, GR = Grading SD = Storm Drainage		

**BID FORM**  
**Jemerson Creek Road Low Water Crossing Project**  
 Project No. 06-413

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

<b>Green Road Low Water Crossing Bid Form</b>					
	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Total</b>
1-1.	Mobilization	1	LS	2550 <sup>-</sup>	2,550.00
1-2.	Construction Staking	1	LS	1450 <sup>-</sup>	1,450.00
1-3.	Traffic Control	1	LS	1350 <sup>-</sup>	1,350.00
1-4.	Removals	1	LS	3350 <sup>-</sup>	3,350.00
1-5.	Excavation	614	CY	10 <sup>-</sup>	6,140.00
1-6.	Embankment	53	CY	15 <sup>-</sup>	795.00
1-7.	2" Thickness of 1" Surface Aggregate	40	TON	29 <sup>-</sup>	1,160.00
1-8.	4" Thickness of 2 <sup>1/2</sup> " Minus Base Rock	80	TON	23 <sup>-</sup>	1,840.00
1-9.	6" Thick Class A Portland Cement Concrete	330	SY	57 <sup>-</sup>	18,810.00
1-10.	Type 1 Rolled Stone Base Rock	67	TON	20 <sup>-</sup>	1,340.00
1-11.	BX-1200 Geo-grid and 6" thick of 1-1/2" Clean Rock	308	SY	14 <sup>-</sup>	4,312.00
1-12.	Reinforcing Steel (Including Tie Bars)	1408	LBS	3 <sup>15</sup>	4,435.20
1-13.	Type 1 Rock Blanket	172	SY	22 <sup>50</sup>	3,870.00
1-14.	Field Seeding/Fertilizing/Mulching	1	LS	1000 <sup>-</sup>	1,000.00
1-15.	2 - 24" X 38' Polycoated CMPs	76	LF	64 <sup>-</sup>	4,864.00
				<b>TOTAL:</b>	<b>57,266.20</b>

**Note:**

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

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

DATE

ADDENDUM NUMBER

---

---

---

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

ADDRESS: 15475 Hwy. 63 South

CITY, STATE, ZIP Ashland, MO 65010

PHONE NUMBER: 573-657-9557

AUTHORIZED REPRESENTATIVE: C.L. Richardson

TITLE: President

SIGNATURE: 



# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

C.L. Richardson, being first duly sworn, deposes and

says that he is President  
(Title of Person Signing)

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

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

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

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 10<sup>th</sup> day of August, 2006

[Signature]  
Notary Public

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

## SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Address of each:

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

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

doing business under the name of:

Address of principal place of business in  
 Missouri:

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

C.L. Richardson Const. Co., Inc.

15475 Hwy. 63 South  
 Ashland, MO 65010

(If a corporation - show its name above)

ATTEST:

Nancy Richardson  
 (Secretary)

Secretary/Treasurer  
 (Title)

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

**BIDDER'S ACKNOWLEDGMENT**

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

State of Missouri

County of Boone

On this 10<sup>th</sup> day of August, 20 06

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

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

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

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

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

Witness my hand and seal at ASHLAND, MO the day and year first above written.

(SEAL) Nancy Richardson Notary Public

NANCY RICHARDSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone

My Commission Expires December 6, 2008, 20  
My Commission # 04484666

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MD  
RICH17

DATE (MM/DD/YYYY)  
08/24/06

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

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>The Cincinnati Insurance Co.</b>	
INSURER B: <b>Cincinnati Casualty Co.</b>	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0889306	07/01/06	07/01/07	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPA0889306	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	CPP0889306	07/01/06	07/01/07	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
					\$
					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8960833-10	07/01/06	07/01/07	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Leased/Rented Eqp</b>	CPP0889306	07/01/06	07/01/07	<b>Leased Eqp</b> \$360,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: Jemerson Creek Road Low Water Crossing, Project #06-413**

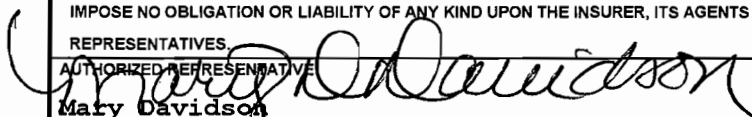
## CERTIFICATE HOLDER

## CANCELLATION

COUNT-5

County Of Boone  
 Boone County Commission  
 601 E. Walnut - 2nd Floor  
 Columbia MO 65201

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

AUTHORIZED REPRESENTATIVE  
  
 Mary Davidson

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

22<sup>nd</sup>

day of August

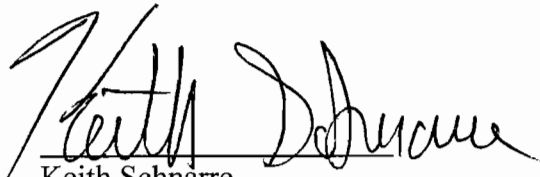
20 06

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

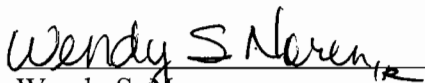
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for Homeland Security Response Team Grant.

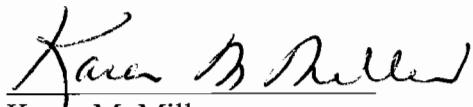
Account and Department Name	Amount of Increase
1288-03411 Public Safety Grants/Fed Reimb	\$5,400.00
1288-91300 Mach/Equipment	\$5,400.00

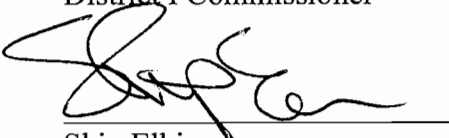
Done this 22<sup>nd</sup> day of August 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

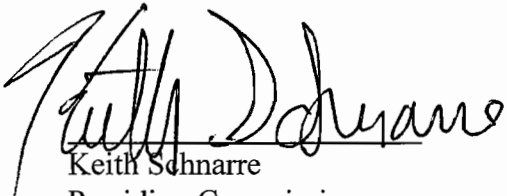
In the County Commission of said county, on the 22<sup>nd</sup> day of August 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish final expenditure budget for FY2004-2006 Grant for the Sheriff's Department.

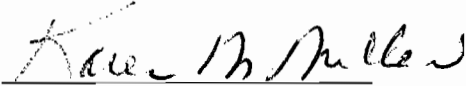
Account and Department Name	Amount of Decrease	Amount of Increase
2534-23850 Minor Equipment	\$178.00	
2534-91302 Computer Software	\$30.00	
2534-91301 – Computer Hardware		\$911.00
2534-91300 – Mach/Equipment		\$271.00

Done this 22<sup>nd</sup> day of August 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

22<sup>nd</sup>

day of August

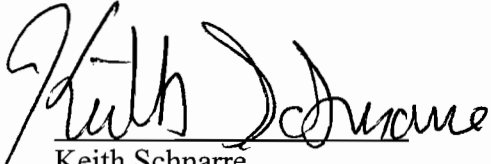
20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish budget to pay for training and equipment for the Sheriff's Department.

Account and Department Name	Amount of Increase
2550-37210 – Training	\$3,000.00
2550-37230 – Meals /Lodging	\$1,161.00
2550-91300/ Mach. & Equip	\$600.00

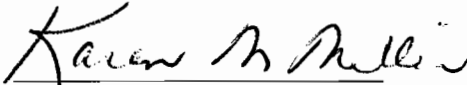
Done this 22<sup>nd</sup> day of August 2006.




Keith Schnarre  
 Presiding Commissioner

ATTEST:

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



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

22<sup>nd</sup>

day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached County Purchasing Card Policy.

Done this 22<sup>nd</sup> day of August 2006.

ATTEST:

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

Keith Schmarre  
Keith Schmarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# COUNTY OF BOONE – MISSOURI

## COUNTY PURCHASING CARD POLICY



***Boone County Treasurer***

***801 E. Walnut, Room 112***

***Columbia, MO 65201***

***Phone: (573) 886-4366***

***Fax: (573) 886-4369***

***Adopted by Commission on August 22, 2006***  
***Commission Order # 332***

## *TABLE OF CONTENTS*

<u>SUBJECT</u>	<u>PAGE</u>
I. Glossary	3
II. Program Mission	3
III. Program Purpose	3-4
IV. Eligible Cardholders	4
V. Purchasing Card Program Controls	4-5
VI. Allowable Use of Purchasing Card	5-6
VII. Prohibited Use of Purchasing Card	6
VIII. Cardholder Violations & Penalties	6-8
IX. Departmental Violations	8
X. Disputing Transactions	9
XI. Fraudulent Transactions	9
XII. Lost or Stolen Card	9
XIII. Cancellation of Cards	10
XIV. Cardholder Audits	10
XV. Purchasing Card Administrator	10

## **I. GLOSSARY:**

1. **Cardholder** – The County employee who is issued a Purchasing Card and makes transactions on the County’s behalf.
2. **Approving Official** – The assigned staff person in a user department who is responsible for reviewing the transactions of individual cardholders to make sure those transactions are legitimate and appropriate. The *Purchasing Card Log* will be signed by both the Cardholder and the Approving Official.
3. **Reconciler** – The Reconciler may be the Cardholder, the Approving Official or another individual in the user department. This individual reconciles the Cardholder’s Monthly Statements with Purchasing Card Log and Receipts and assigns the appropriate department/account numbers.
4. **Purchasing Card Administrator (Procurement Card Administrator or P-Card Administrator)** – The assigned staff person in the Treasurer’s Office who coordinates the Purchasing Card Program. That person is the County’s primary contact with the Credit Card Company and the liaison with all Departmental Administrators.
5. **Disputed Charge** – A charge on the Cardholder’s Monthly Statement that the Cardholder questions. An example may be that the Cardholder ordered four of an item, but only received a quantity of two.
6. **Fraudulent Charge** – Misuse of the Purchasing Card, either internally or fraud due to a lost or stolen card, or if an account number becomes compromised.
7. **Purchasing Card Log** – Form used by Cardholder to record any purchases made with the Purchasing Card.

## **II. PROGRAM MISSION:**

To provide an alternative procurement method which will enhance employee productivity and efficiency, and reduce administrative costs; while maintaining the fiscal integrity of the County’s procurement and budget programs.

## **III. Program Purpose:**

The County of Boone – Missouri Purchasing Card Program will allow the cardholder to purchase approved commodities and services directly from our vendors, using the following guidelines:

- Small dollar purchases (\$2,500 or less) – require pre-approval from department Approving Official
- Purchases between \$2,501 and \$4,499 – require a minimum of 3 quotes and P-Card Administrator’s (Treasurer’s Office) approval.
- Purchases over \$4,499 – must be handled through normal sealed bid process.

Total responsibility and accountability for the card resides at the department level. Each purchasing card is issued to a named individual. The County of Boone is clearly identified on the card as the *Government* buyer of goods and services. Purchases are exempt from sales tax and the County’s tax exempt number is printed on each Purchasing Card, although it is the Cardholder’s responsibility to ensure at time of purchase that sales tax is not included (many vendors will require a copy of sales tax exempt letter).

**Purpose of Card:**

The purpose of the purchasing card is to accomplish the following:

- Reduce the cost of high volume, low dollar amount transactions. The program helps reduce the quantity of checks, small dollar purchase orders and payment requisitions.
- Provide an efficient method of purchasing and paying for commodities and services by reducing processing time and paperwork.
- Reduce field crew travel time involving purchases.
- Develop reasonable and enforceable policies, procedures and audit controls. The program is NOT intended to avoid or bypass appropriate purchasing or payment procedures. Rather the program compliments the existing processes available.
- Increase the number of vendors immediately accessible by the County of Boone by permitting purchases from vendors that do not accept purchase orders.
- Improve management reporting on low dollar amount transactions.

***IV. Eligible Cardholders:***

All County of Boone elected officials and employees are eligible to obtain a County Purchasing Card. The card is not to be issued to or used by contractors working for the County. Application forms may be obtained by contacting the Treasurer’s Office at 886-4366. Elected Official/Department Head authorization is required before a card will be issued.

***V. Purchasing Card Program Controls:***

The Approving Official is responsible for reviewing the transactions of individual cardholders to make sure those transactions are legitimate and appropriate.

The County has guidelines for maximum controls on Purchasing Cards. When the supplier at the point-of-sale requests a purchase authorization, the purchasing card system validates the transaction against preset limits established by the employee's Elected Official/Department Head within established County guidelines. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but not be limited to, the following:

- Number of transactions allowed per day, week or month
- Single transaction limit (varies by card)
- Monthly spending limit
- Approved merchant category codes

**1. Card Limits Per Cardholder:**

- A. The MAXIMUM DOLLAR amount PER TRANSACTION per cardholder for the Purchasing Card will be set by the Elected Official/Department Head at an appropriate level between \$100 and \$2,500. (For exceptions see Program Purpose on pages 2-3).
- B. The MAXIMUM DOLLAR amount allowed PER MONTH for cardholder will also be set by the Elected Official/Department Head at an appropriate level between \$1,000 and \$10,000 per month.
- C. The MAXIMUM NUMBER of TRANSACTIONS allowed PER DAY per cardholder is set by the Elected Official/Department Head at an appropriate level not to exceed 10 transactions per day.

**2. Exclusions by Merchant Category Code (MCC):**

MCC is a numeric 4-digit code the credit card company assigns to each merchant to identify the merchant's primary product or service. Specific MCCs are excluded from use on all County of Boone's Purchasing Cards. These exclusions will cause a transaction to decline at merchants registered with these codes. 1) Access to cash such as banks, ATMs, casinos and lotteries; 2) utilities such as cable or telephone services; 3) personal service providers such as barber and beauty studios, health spas and carpet cleaners; and, 4) amusement and entertainment vendors, such as theaters, bowling alleys and arcades. NOTE: if a merchant accepts issuing bank's credit card, but does not accept individuals card, and cardholder believes the purchase should be allowed, call the Program Administrator to check the Merchant's MCC code.

***VI. Allowable Use of Purchasing Card:***

- Merchandise costing less than \$2,500 such as supplies, tools, small equipment, etc.
- Airfare, lodging, registration fees

- Catering and food for business use.
- Professional services by incorporated entities
- Subscriptions

### **VII. Prohibited Use of Purchasing Cards:**

The following types of items **MAY NOT** be purchased with a County purchasing card:

- Purchase of any item exceeding \$2,500 in value. Exceptions up to \$4,499 may be made with **prior** approval by the P-Card Administrator and three quotes (**before transaction is made**).
- Cash advances, cash refunds.
- Purchase of personal items.
- Purchase of items available on an existing Term and Supply Contract. (Some Term and Supply contracts may be allowed in the future. i.e. office supplies).
- Purchase of travel-related meals (except as authorized pursuant to Sheriff's Policy for Inmate Transportation). Employees should file a *Claim for Travel Reimbursement* using the applicable per diem M&IE rate.
- Purchase of lease or rentals that require signed agreements and/or extend over a period of time.
- Purchases pursuant to any Maintenance/Service/Licensing Agreements which requires a contract signature.
- Purchases of professional services from an unincorporated entity (1099 reportable payments).
- Purchases including sales tax. The cardholder is responsible for notifying the vendor, at the out-set of a P-Card transaction that it qualifies as a tax-exempt purchase. Although the County's tax exempt number is printed on the face of each card, Vendors may require a copy of the tax exempt letter or a vendor-issued tax exempt card in order to complete the purchase. Cardholders should inspect receipts immediately to confirm that sales tax has not been charged and take appropriate corrective action. If a vendor will not honor the County's tax-exempt status, the Cardholder should notify the Auditor's Office.
- Back-ordering is not allowed (use Purchase Order when item is not readily available).
- Any merchandise, product or service normally considered to be inappropriate use of County funds.

### **VIII. Cardholder Violations and Penalties:**

All prohibited uses of the P-Card constitute a violation and are to be recorded in an E-mail by Elected Officials/Department Heads and forwarded to the P-Card Administrator. **It is very important for Elected Officials/Department Heads to notify the P-Card Administrator of any violations so these can be tracked.** Appropriate action will be taken by the P-Card

Administrator and Elected Official/Department Head. Elected Officials/Department Heads and the P-Card Administrator have authority to cancel a card at any time.

Listed below are Cardholder P-Card violations and an explanation of what is the appropriate consequence/penalty of each.

1. Personal Purchases - defined as anything that is not purchased for use and ownership by the County. It is a violation of County policy to make ANY personal purchase or personal transaction with a County Purchasing Card, whether or not the Cardholder intended to pay the County back for the purchase. Should this policy be violated, the County must be reimbursed immediately for the amount of the personal purchase. The Card may be revoked. Any violation of this policy may be investigated and could result in termination and/or criminal prosecution.
2. Cash or Cash Type Transactions – defined as cash and/or cash in lieu of credit for the return or exchange of a purchase. It is a violation of County policy to make a cash or cash type transaction using the County Purchasing Card. Violation of this policy will result in having the card revoked and possible further investigation that could result in termination and/or criminal prosecution
3. “Split” Purchases – “split” purchases occur when a single purchase costing more than \$2,500 or the cardholder’s particular transaction limit, are split into multiple Purchasing Card transactions to circumvent the \$2,500 maximum. It is a violation of County policy to split purchases as described. Violation of this policy may result in revoking the P-card.
4. Cardholder Use Only - Only the employee whose name is embossed on the card may use the card. No other individual is authorized to use the card.
5. Exceeding Cardholder’s Dollar Limit – It is the responsibility of the ordering department to ensure all “extra” charges such as freight handling, set-up, etc., are considered before a purchasing card transaction is made. A vendor’s willingness to honor a purchasing card transaction exceeding the cardholder’s single transaction limit does not authorize the cardholder to make purchases.



6. Conflict of Interest - Purchases from vendors that create conflicts of interest, e.g. companies owned by the County employee or relatives or where the employee has or will gain or benefit directly or indirectly from the purchase.
  
7. Other Prohibited Uses – Repeated failure to comply with all other prohibited uses of purchasing card listed in Section VII of this policy will be addressed case-by-case by the P-Card Administrator and Elected Official/Department Head using the following as a recommended process:
  - A warning is issued to cardholder when first instance of abuse is identified.
  - In the second instance of abuse the card is suspended for a billing cycle.
  - If problems continue after the card is reinstated, the card may be canceled up to a year.
  - An Elected Official/Department Head may skip all these steps if the incident is severe enough.
  - Any fraudulent or personal use of the Purchasing Card by cardholder may result in termination and/or prosecution.

### **IX. Departmental Violations:**

- Failure to submit reconciled *Monthly Statements* to Auditor's Office on or before the 25<sup>th</sup> of each month.
- Failure to submit proper documentation.

#### **Penalties Imposed –**

- A warning is issued the first time by the Auditor's office and the problem is turned over to the P-Card Administrator if severe enough.
- The Elected Official/Department Head and/or Approving Official will be contacted with the second occurrence and cards for the entire department may be suspended for a billing cycle.
- Cards may be canceled up to a year for a third occurrence.

### **X. Disputing Transactions:**

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. An example of a disputed charge is a double charge or if the department was delivered sub-standard goods or services.

If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the monthly billing cycle.

Disputed amounts not resolved with the merchant must be declared by written notice to the credit card company within 60 days of receipt of the activity statement on which the disputed item(s) first appears.

### **XI. Fraudulent Transactions:**

A fraudulent charge is misuse of the program, either internally or fraud due to a lost or stolen card, or if an account number is to become compromised.

**Immediately** upon suspecting fraudulent transactions, the cardholder must notify:

- **Credit Card Company**
- Purchasing Card Administrator
- Approving Official of Cardholder's Department

### **XII. If Card is Lost or Stolen:**

**Immediately** upon realizing the Purchasing Card is lost, stolen or misplaced, the cardholder must notify:

- **Credit Card Company**
- Purchasing Card Administrator
- Approving Official of Cardholder's Department
- Complete the *Form to Report a Lost or Stolen Purchasing Card*

**Note:** Boone County is not liable for the payment of charges incurred in the use of the Credit Card if such charges relate to:

The use of a lost/stolen Credit Card if the Credit Card is **reported lost or stolen** via facsimile or telephone **within twenty-four (24) hours after the Cardholder learns of the loss or theft** of the Credit Card (if the Credit Card is not reported within such time frame, the County shall be liable for all charges associated with the lost or stolen charge Card until the date the County notifies the credit card company of such loss or theft).

Cardholder may be held liable for all charges incurred should they be determined to be negligent in reporting the card lost.

### **XIII. Cancellation of Cards:**

The Cardholder will surrender and cease use of Card on termination of employment, whether for retirement, voluntary separation, resignation, dismissal, transfer or relocation. The Cardholder may also be asked to surrender the Card at any time deemed necessary by an Elected Official/Department Head, Commissioner or the P-Card Administrator.

The Approving Official must collect the card (and any outstanding receipts) at the time the employee leaves as a part of the exit interview. The department must notify the P-Card Administrator immediately via email or phone to cancel the card. A written explanation of the circumstances for cancellation must be sent to the P-Card Administrator within 48 hours of requesting the cancellation.

If a cardholder transfers from one County department to another, the Approving Official must notify the P-Card Administrator to change the cardholder's set-up to reflect that transfer and the date the transfer becomes effective. A new card will be ordered to reflect the correct department.

### **XIV. Cardholder Audits:**

The P-Card Administrator (Treasurer's Office), Auditor's Office, and Purchasing Director will conduct audits of the *Monthly Statements* to ensure that good purchasing practices are being followed by cardholders and Approving Officials. The audit sample shall ensure that each cardholder's transactions are reviewed at least once per year. Any findings of abuse or misuse of the card shall be reported to the Approving Official and the cardholder's Elected Official/Department Head. The P-Card Administrator shall determine the action to be taken in accordance with the *Penalties Section*.

### **XV. Purchasing Card Administrator:**

The Treasurer's and Auditor's offices shall monitor the performance of the program. All questions or concerns shall be directed to the following:

Direct procurement related questions to the Boone County Treasurer's Office: (573) 886-4366

Direct accounting related questions to the Boone County Auditor's office: (573) 886-4275