

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 10<sup>th</sup> day of October 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 disposal of the following mail equipment. Series seven inserting system and paragon mailing system by GovDeals.

Done this 10<sup>th</sup> day of October, 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

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STATE OF MISSOURI }  
 County of Boone } ea.


October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 10<sup>th</sup> day of October 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 disposal and transfer of the following vehicles.


<b>DISPOSAL THROUGH CORNELL MOTORS – KIRKSVILLE AUTO AUCTION</b>			
<b>Year</b>	<b>Description</b>	<b>Approximate Mileage</b>	<b>VIN #</b>
2001	Ford Crown Vic	75,756	2FAFP71W31X185154
2001	Ford Crown Vic	100,712	2FAFP71W11X185153
2000	Chevy Lumina	88,179	2G1WL52J4Y1231061
2002	Ford Crown Vic	78,062	2FAFP71WX3X154776
2003	Ford Crown Vic	75,955	2FAFP71W73X211290
2001	Ford Crown Vic	95,793	2FAFP71W42X129712
2003	Ford Crown Vic	82,511	2FAFP71W43X211294
1997	Ford Escort Wagon	57,000	3FALP15P5VR118577
<b>TRANSFER FROM SHERIFF DEPT TO JJC</b>			
2004	Ford Crown Victoria	85,189	2FAFP71W94X134973
<b>TRANSFER FROM SHERIFF DEPT TO INFORMATION SERVICES DEPT</b>			
2003	Ford Crown Victoria	74972	2FAFP71W63X211295

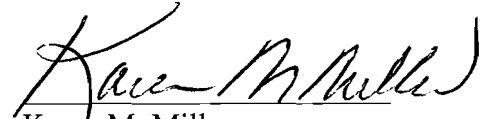
Done this 10<sup>th</sup> day of October, 2006.



Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
**Director**



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

**TO:** Boone County Commission

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

**DATE:** October 6, 2006

**RE:** Vehicle Disposal

Attached is a list of vehicles that the Purchasing department requests permission to surplus. The list includes the Sheriff Department vehicles that have recently been replaced. One of the Sheriff vehicles will be transferred to IT - Mail Room and their Crown Vic, vin # 85153 will be surplused. Also, one Sheriff Vehicle will be transferred to JJC and their Ford Escort Wagon, vin number 118577 will be surplused.

Purchasing is requesting Commission approval to dispose of the Crown Vic and Chevy Lumina vehicles through the Kirksville Auto Auction with Cornell Motors serving as our representative and the Escort Wagon on GovDeals. Attached for signature are the fixed asset disposal forms and original titles.

<b>DISPOSAL THROUGH AUCTION</b>			
<b>Year</b>	<b>Description</b>	<b>Approximate Mileage</b>	<b>VIN #</b>
2001	Ford Crown Vic	75,756	2FAFP71W31X185154
2001	Ford Crown Vic	100,712	2FAFP71W11X185153
2000	Chevy Lumina	88,179	2G1WL52J4Y1231061
2002	Ford Crown Vic	78,062	2FAFP71WX3X154776
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<b>TRANSFER FROM SHERIFF DEPT TO INFORMATION SERVICES DEPT</b>			
2003	Ford Crown Victoria	74972	2FAFP71W63X211295

cc: Caryn Ginter, Auditor  
 Greg Edington, PW

Leasa Quick, Sheriff  
 Tom O'Sullivan, Sheriff

Carol Wilson, Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 10<sup>th</sup> day of October 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 72-28SEP06 Magnesium Chloride Application Term & Supply to Scotwood Industries, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

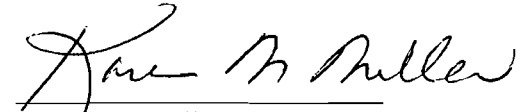
Done this 10<sup>th</sup> day of October, 2006.



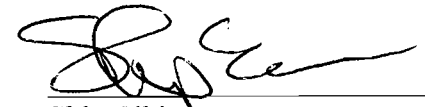
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
MAGNESIUM CHLORIDE APPLICATION TERM AND SUPPLY**

THIS AGREEMENT dated the 10 day of October, 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scotwood Industries, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Magnesium Chloride Application Term and Supply**, County of Boone Request for Bid, bid number **72-28SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 26, 2006 and executed by Jim Wilson, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Service** - Contractor agrees to provide the services as outlined in the bid specifications.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**SCOTWOOD INDUSTRIES, INC.**

by Jim Wilson  
title VICE PRESIDENT

address 12980 METCALF AVE  
OVERLAND PARK, KS 66213

**BOONE COUNTY, MISSOURI**

by Keith Schmarre  
Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counsel

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Jane E. Pitchford  
Signature eg

10/4/06  
Date

2040/26400 Term/Supply  
Appropriation Account

4. Response Form

- 4.1. Company Name: SCOTWOOD INDUSTRIES, INC.
- 4.2. Address: 12980 METCALF AVENUE SUITE 240
- 4.3. City/Zip: OVERLAND PARK, KS 66213
- 4.4. Phone Number: 913-851-3500
- 4.5. Fax Number: 913-851-3553
- 4.6. E-Mail Address: mnations@scotwoodindustries.com
- 4.7. Federal Tax ID: 48-0902272
- 4.7.1. (X) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

PRICING

4.8. DESCRIPTION	UNIT PRICE
4.8.1. Gallon of MaCl <sub>2</sub> applied to County roadway	\$ 0.815 PER GALLON

4.9. SERVICE CONTACT

Name: MICHELLE NATIONS  
 Telephone Number: 913-851-3500 ext. 220

4.10. Maximum Percentage Increase for Renewal Periods


- 4.10.1. 8 % 2<sup>nd</sup> Year
- 4.10.2. 11 % 3<sup>rd</sup> Year

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

4.11.1. Authorized Representative (Sign By Hand):

VICE PRESIDENT

4.11.2. Type or Print Signed Name:

  
 JIM WILSON

4.11.3. Today's Date: 9/26/06

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

**ATTACHMENT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: CALLAWAY COUNTY, ROAD AND BRIDGE DEPARTMENT  
Address: 5901 COUNTY ROAD 302  
FULTON, MO 65251  
Contact Name:  
Telephone Number: PAUL WINKELMANN  
573-642-0740  
Date of Contract: SUMMER 2006  
Length of Contract:

**Description of Prior Services (include dates):**

PROVIDE AND APPLY LIQUID MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE TO COUNTY ROADS FOR DUST CONTROL, SUMMER 2006.

**2. Prior Services Performed for:**

Company Name: GASCONADE COUNTY  
Address: 119 E. FIRST STREET, ROOM 2  
HERMANN, MO 65041  
Contact Name:  
Telephone Number: LESA LIETZOW  
573-486-5427  
Date of Contract: SUMMER 2006  
Length of Contract:

**Description of Prior Services (include dates):**

PROVIDE AND APPLY LIQUID MAGNESIUM CHLORIDE TO COUNTY ROADS FOR DUST CONTROL, SUMMER 2006

**3. Prior Services Performed for:**

Company Name:  
Address: COUNTY OF MONTGOMERY, MO  
211 EAST THIRD STREET  
Contact Name: MONTGOMERY CITY, MO 63361  
Telephone Number: PAMELA A. CARTEE  
573-564-3357  
Date of Contract:  
Length of Contract: SUMMER 2006

**Description of Prior Services (include dates):**

PROVIDE AND APPLY LIQUID MAGNESIUM CHLORIDE TO COUNTY ROADS FOR DUST CONTROL, SUMMER 2006.



Application for Boone County Right of Way Work Permits

Permit for Excavation in Boone County Public Right of Way

INDIVIDUAL PERMIT

SPECIAL PERMIT

**FXED**  
3/1/06

Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201  
573-449-8515 / 573-875-1602 Fax

Name of Applicant: SCOTWOOD INDUSTRIES, INC.  
Address: 12980 METCALF AVENUE, SUITE 240  
OVERLAND PARK, KS 66213  
Telephone: 913-851-3500 Fax: 913-851-3553  
Signature of Applicant \_\_\_\_\_

Date 4-18-06

Requests permission to perform the following described work / activities with Boone County Right of Way:

Open Cut Roadway  Bore Roadway  Excavation  Trench  Other

Describe: APPLY MAGNESIUM CHLORIDE TO SECONDARY ROADS TO CONTROL DUST.

Address of Work: VARIOUS ROADS Sketch Area: \_\_\_\_\_

Subdivision Name: THROUGHOUT COUNTY

Type of Road:  Curb & Gutter  
 Asphalt  
 Concrete  
 Chip & Seal  
 Gravel

A \$150.00 Deposit is required for all Individual Permits before Application will be processed.

Check # 43446

In the event injury or damage to persons or private property should occur as a result of the above work by permittee, its agents, employees, or contractors, and as a condition to issuance of this permit, the applicant agrees to and shall be responsible for all such injury or damage as opposed to Boone County, and agrees to save and hold Boone County, its officers, employees, agents, and contractors, harmless from any loss of any character whatsoever that may arise from any of the work performed under this permit, or anything done in or associated within the working vicinity of the construction area. The permittee agrees that work performed under authority of this permit shall comply with all regulations and policies adopted by Boone County concerning use of and work within county maintained road right of ways. The permittee further agrees that driveways and/or property entrances disturbed as a result of the above work authorized under this permit shall be restored to a usable condition by the end of each work day prior to final completion of the work and disturbed areas shall be restored to a condition similar to or better than that in existence prior to the beginning of the work. All Traffic Control must meet MUTCD.

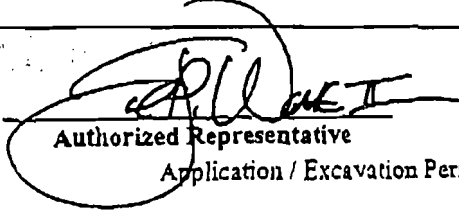
Approved, Permit # Issued 06-036 This Permit will expire: Sept. 1, 2006

**Conditions of Permit:** Above construction shall be performed in accordance with Boone County Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, effective date, May 13, 2004.

Contact Chip Estabrooks to coordinate activity.

Special Conditions: As per attachment

Denied - \_\_\_\_\_

  
Authorized Representative \_\_\_\_\_ Date 4/28/06  
Application / Excavation Permit - REVISED 6-30-04

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/01/2006

DATE (MM/DD/YY)  
09/12/2006

**PRODUCER**  
Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City Mo 64112-1906  
(816) 960-9000

**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**

**INSURED**  
1024304 SCOTWOOD INDUSTRIES, INC.  
12980 METCALF AVENUE  
SUITE 240  
OVERLAND PARK KS 66213

INSURER A : ZURICH AMERICAN INSURANCE COMPANY  
INSURER B :  
INSURER C :  
INSURER D :  
INSURER E :

**COVERAGES MB** **THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.**

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 I TR	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	CPO2836301	10/01/2005	10/01/2006	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 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
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP2836302	10/01/2005	10/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ XXXXXXXX
					BODILY INJURY (Per accident) \$ XXXXXXXX
					PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	UMB9306984	10/01/2005	10/01/2006	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$ XXXXXXXX
					\$ XXXXXXXX
A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC2836303 STATES COVERED IL, KS, TX, NJ, MO	10/01/2005	10/01/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
COUNTY OF BOONE-MISSOURI IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

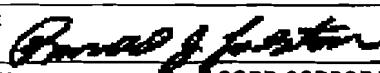
ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

**CANCELLATION**

2659440  
BOONE COUNTY PUBLIC WORKS DEPARTMENT  
ATTN: CHIP ESTABROOKS  
ROAD MAINTENANCE OPERATIONS MANAGER  
5551 HIGHWAY 63 SOUTH  
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





8300 College Boulevard  
 Overland Park, Kansas 66210  
 Phone 800-344-9390 Fax 800-338-7945

**DUSTGARD® LIQUID**

**PRODUCTION LOCATION**

Ogden, Utah

**PRODUCT DESCRIPTION**

Magnesium chloride brine produced from Great Salt Lake by evaporation. DustGard is formulated to control dust and stabilize soil on unpaved roads, stockpiles, and other sources of fugitive dust. A corrosion inhibitor is available to enhance product performance.

DustGard Liquid is a tan to dark brown liquid with a density of approximately 185 gallons per ton.

**PHYSICAL PROPERTIES**

Specific Gravity 1.31+/- 0.02  
 pH (5% Solution) 7.0 - 9.0  
 Weight 10.7 - 11.1 lbs./gallon

Typical Analysis		Typical	Range
Magnesium Chloride	MgCl <sub>2</sub> (%)	31.0	30.0 - 33.0
Potassium	K (%)	0.3	0.1 - 0.5
Sulfate	SO <sub>4</sub> (%)	2.5	1.0 - 4.0
Water	H <sub>2</sub> O (%)	66.2	62.5 - 70.0

**MAINTENANCE OF APPLICATION AND STORAGE EQUIPMENT**

In colder temperatures recirculation of the liquid in a storage tank prevents solid build up. Wash the application equipment daily with water. Storage equipment should be water rinsed at the end of the storage period. Aluminum storage tanks or hauling equipment should not be grounded.

**METHOD OF ANALYSIS**

All testing is from North American Salt's internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		

P  
R  
O  
D  
U  
C  
T  
D  
A  
T  
A  
S  
H  
E  
E  
T

**Scotwood Industries, Inc.**

# DustGard<sup>®</sup>

LIQUID MAGNESIUM CHLORIDE

*The liquid solution to your dust control & road stabilization problems...DustGard<sup>®</sup> can help promote safe driving with fewer complaints.*

*Adding DustGard<sup>®</sup> to your gravel road maintenance program reduces costly blading and aggregate loss up to 50%.*

- Controls Dust
- Lowers Maintenance Costs
- Provides a Safe, Smooth Surface
- Environmentally Friendly
- Reduces Complaints
- A Proven Performer



Scotwood Industries, Inc.

12980 Metcalf Avenue • Suite 240  
Overland Park, Kansas 66213

Telephone: (913) 851-3500  
(800) 844-2022  
Fax: (913) 851-3377

**ARE YOU SEARCHING FOR A SOLUTION TO YOUR UNPAVED  
ROAD MAINTENANCE PROBLEMS?**

**IS FUGITIVE DUST FROM YOUR UNPAVED ROADS A SOURCE  
OF COMPLAINTS FROM THE MOTORING PUBLIC?**

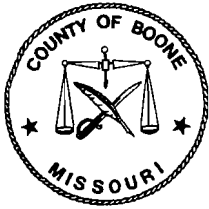
Scotwood Industries would like to introduce the liquid solution to your road dust and maintenance problems that works under the most extreme hot, dry summer conditions.

**DUSTGARD® LIQUID MAGNESIUM CHLORIDE**

If you have been searching for an answer to your dust control complaints or if you want to lower your overall maintenance on you unpaved roads, **DustGard®** is for you.

- **DustGard®** is a ready-to-apply solution of liquid magnesium chloride, an all natural mineral-originating from water off the salt flats of Utah.
- **DustGard®** is an odorless, colorless, non-toxic, non-flammable product that by nature holds and draws just enough moisture to keep a road virtually dust free over an extended period.
- **DustGard®** will help to reduce the maintenance and gravel loss from your road.
- **DustGard®** will form a tight, hard and compact surface on your road that stands up to vehicle traffic.
- **DustGard®** provides many of the benefits of a paved surface, but at a far lower cost. Paving road is very expensive.
- **DustGard®** has proven its effectiveness with municipalities, counties, and government agencies at all levels, the aggregate and mining industry as well as private industry and private individuals.
- **DUSTGARD® CAN WORK FOR YOU!**

Scotwood Industries can provide you with excellent products, services and technical support. Please read over our brochure and see how dust control can benefit you. For more information, please call us today at **1-800-844-2022**.



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

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

***Heather Turner, CPPB, Senior Buyer***

(573) 886-4392 – Fax: (573) 886-4390

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

### ***Bid Data***

Bid Number: **72-28SEP06**  
Commodity Title: **Magnesium Chloride (MgCl<sub>2</sub>) Application Term & Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 28, 2006**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

### ***Bid Opening***

Day / Date: **THURSDAY, SEPTEMBER 28, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

### ***Bid Contents***

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

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entities' contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through August 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision necessary to apply a Magnesium Chloride solution to various County gravel roadways located in Boone County, Missouri.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through August 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
  - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
  - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **GENERAL CONDITIONS**
  - 2.5.1. **Magnesium Chloride Solution:** A 30-31% liquid solution meeting or exceeding the following specifications:
    - 2.5.1.1. **Physical Properties:** Appearance: Amber to dark brown liquid solution. Odor: None, Specific Gravity: 1.31± 0.02 at 20° C. Density: 10.70 – 11.10 lb./gal.
    - 2.5.1.2. **Chemical Properties:** Chemical: MgCl<sub>2</sub>. Magnesium (Mg): 6.8 – 9.2%. Chloride (Cl): 23.2 – 25.8%. Sulfate (SO<sub>4</sub>): 1.0 – 4.0% (2.5% Typical). Potassium (K): 0.1 – 0. 5% (0.3% Typical). Calcium (Ca): 0.00%. pH (5% Soln/water): 7.0 – 9.0.
    - 2.5.1.3. **Other Properties:** Product is to be in liquid solution not requiring any mixing, blending, diluting, or dissolving.
  - 2.5.2. **Application:** Vendor is to provide application of MgCl<sub>2</sub> dust control/stabilization agent to gravel roadway. The County is **NOT** responsible for applying liquid MgCl<sub>2</sub> agent.
    - 2.5.2.1. **Application Equipment:** Vendor application equipment shall be a pressurized spray unit specifically designed for road treatment and application of liquid MgCl<sub>2</sub> dust control/stabilization agent. Application equipment shall be capable of spraying up to 24 ft. wide in one pass. Equipment shall be calibrated and application rate shall be ground speed controlled to ensure a constant and consistent rate of application of MgCl<sub>2</sub>. Application equipment shall be capable of applying 0.15 – 0.35 gal./yd<sup>2</sup> per single 24 ft. wide pass.
  - 2.5.3. **Response time for Delivery:** The County will contact the vendor at least one week prior to requiring service. A representative will give the vendor information on roadway width and lengths at each request. The County will also provide maps (if needed) to the area needing application.
  - 2.5.4. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
  - 2.5.5. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work’s Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm’s bid.



- 2.5.6. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.5.7. **Contractor Qualifications and Experience:** Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided similar services within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Attachment A – Prior Experience* may be used to list references.
- 2.5.8. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.5.9. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder shall in no way relieve the Bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.5.10. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Date(s) work performed.
  2. Quantity of material applied and where it was applied. (per roadway)
  3. Amount for services and materials.

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

- 2.5.10.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.5.11. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.6. **CONTRACTOR RESPONSIBILITY/SERVICE REQUIREMENTS:**
- 2.6.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.6.1.1. All County calls for service must be returned within one (1) hour of initial telephone call.

- 2.6.2. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.6.3. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.7. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.
- 2.7.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

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

- 2.7.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.7.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.7.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.7.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7.6. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.7.7. **LIEN WAIVERS** – Prior to the release of Contract amount, the Contractor shall file with the County the following:
1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
  2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
  3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.8. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.8.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or e-mail: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).
- 2.8.2. **County Authorized Representative** – Boone County Public Works Department, Chip Estabrooks, Road Maintenance Operations Manager, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.8.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive

agreement that guarantees a given contractor all of the repair service work for the County.

2.8.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.8.4. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

**3. Response Presentation and Review**

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

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. ( ) Corporation

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

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

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

PRICING

4.8. DESCRIPTION

UNIT PRICE

4.8.1. Gallon of MaGl<sub>2</sub> applied to County roadway

\$

4.9. SERVICE CONTACT

Name:

Telephone Number:

4.10. Maximum Percentage Increase for Renewal Periods

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

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

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

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name:

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

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**ATTACHMENT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

**Description of Prior Services (include dates):**



## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Senior Buyer**

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

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





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

***“No Bid” Response Form***

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

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 72-28SEP06 Magnesium Chloride Application Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

**ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE**

10/01/2007

DATE (MM/DD/YY)  
09/29/2006

PRODUCER  
Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City Mo 64112-1906  
(816) 960-9000

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**

INSURED  
1024304 SCOTWOOD INDUSTRIES, INC.  
12980 METCALF AVENUE  
SUITE 240  
OVERLAND PARK KS 66213

INSURER A: HARTFORD  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES SC01N02 MB

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	37UUNI Q7834	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	37UUNI Q7834	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC \$ XXXXXXXX				
	AUTO ONLY: AGG \$ XXXXXXXX				
A	EXCESS LIABILITY	37RHUI Q5945	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$ XXXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	37 WB RF2748 STATES COVERED IL, KS, TX, NJ, MO	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> W/C STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
COUNTY OF BOONE-MISSOURI IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION**

2659440  
BOONE COUNTY PUBLIC WORKS DEPARTMENT  
ATTN: CHIP ESTABROOKS  
ROAD MAINTENANCE OPERATIONS MANAGER  
5551 HIGHWAY 63 SOUTH  
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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the

10<sup>th</sup>

day of October

20 06

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

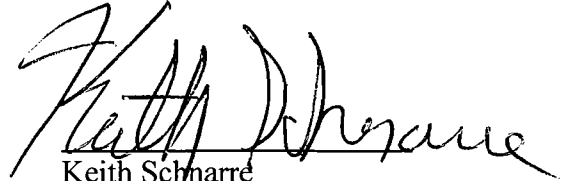
Now on this day the County Commission of the County of Boone does hereby approve the following request for budget revision to purchase condensed shelving for the Treasurers office.

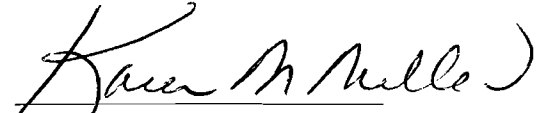
Account Name and Department	Amount of Decrease	Amount of Increase
1140-91100 -Furniture & Fixtures	\$10,000.00	
1123-86850 – Contingency		\$10,000.00

Done this 10<sup>th</sup> day of October, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schmarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

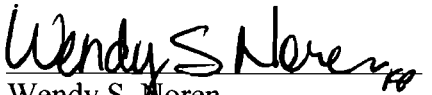
In the County Commission of said county, on the 10<sup>th</sup> day of October 20 06


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

Now on this day the County Commission of the County of Boone does hereby approve the Village of Huntsdale Revenue Sharing 2004-2007 application. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

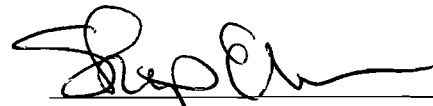
Done this 10<sup>th</sup> day of October, 2006.

ATTEST:

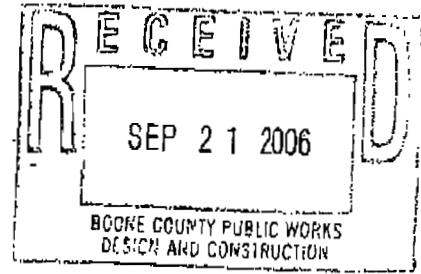
  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

406-2006



**CO** COPY

September 19, 2006

Mr. David Mink  
Boone County Public Works  
5551 Hwy 63 South  
Columbia, MO 65203

Subject: Public Works Shared Revenue

Mr. Mink;

The Village of Huntsdale request that the funds left from the Engineer Survey of 2004 be made available for use of construction for storm water drainage. This drainage work was recommended by the engineers.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Debby Lancaster".

Debby Lancaster  
Mayor  
Village of Huntsdale

**VILLAGE OF HUNTSDALE REVENUE SHARING 2004-2007**

<b>Entity</b>	<b>Description</b>		<b>Total Amount</b>	<b>Total Spent</b>	<b>Total Remaining</b>
CITY OF HUNTSDALE	2004 REVENUE SHARING	Storm Water Study	\$ 11,500.00	\$ 7,254.33	\$ 4,245.67
CITY OF HUNTSDALE	2005 REVENUE SHARING	Culvert Repair	\$ 7,000.00	\$ -	\$ 7,000.00
CITY OF HUNTSDALE	2006 REVENUE SHARING	Drainage Work/Culverts	\$ 10,000.00	\$ -	\$ 10,000.00
CITY OF HUNTSDALE	2007 REVENUE SHARING	Complete culvert/drainage	\$ 8,000.00	\$ -	\$ 8,000.00

### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR D) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Huntsdale, Missouri

City/County Proposed Project for 2003 Storm Water Study

Total Estimated Cost of 2003 Project \$ 11,500.00

Amount of Revenue Sharing Money Needed to Complete 2003 Project \$ 11,500.00

Explanation for the request and resulting improvement A review to identify specific improvements to correct drainage deficiencies. To identify the actual flow conditions and possible alternatives. An analysis of drainage areas and quantifying the anticipated storm water flows.

Other Funding Sources Available None at this time. The fact that we are now a newly reinstated town, with very little funding we have not be able to obtain much revenue. However, we are working to solve that problem, by obtaining federal and state grants.

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>2003</u>	\$ <u>\$ 11,500.00</u>	Status <u></u>
Year 2	<u>2004</u>	\$ <u>\$ 6,500.00</u>	Status <u></u>
Year 3	<u>2005</u>	\$ <u>\$ 6,500.00</u>	Status <u></u>
Year 4	<u>2006</u>	\$ <u>\$ 6,500.00</u>	Status <u></u>
Year 5	<u>2007</u>	\$ <u>\$ 6,500.00</u>	Status <u></u>

Contact Person, address, and phone: Debby Lancaster, 8805 W. Sarr St., Columbia, MO 65203  
(573)445-4156 or wk: (573)447-5000

Please return to the Boone County Public Works Department--Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by July 31, 2002.

Please DO NOT send or drop-off to any other office or location.

Jul 27 2004 10:53 P.02

### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSRD) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Village of Huntsdale, Missouri

City/County Proposed Project for 2005 Culvert and drainage systems repair and restoration

Total Estimated Cost of 2005 Project \$7,000.00

Amount of Revenue Sharing Money Needed to Complete 2005 Project \$7,000.00

Explanation for the request and resulting improvement Correct drainage deficiencies and eliminate spending and stagnated water problems.

Other Funding Sources Available We are presuing additional support through grants, in the form of Community Development. However, flood plans must be established before grants can be obtained. As you may well know, we have only been reinstated as a village for approximately 18 months, so obtaining additional monies takes some time. In the mean time, however, the problems with the storm water flows still needs to be address.

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1 <u>2004</u>	\$ <u>\$7,000.00</u>	Status <u>_____</u>
Year 2 <u>2005</u>	\$ <u>\$6,500.00</u>	Status <u>_____</u>
Year 3 <u>2006</u>	\$ <u>\$6,500.00</u>	Status <u>_____</u>
Year 4 <u>2007</u>	\$ <u>\$6,500.00</u>	Status <u>_____</u>
Year 5 <u>2008</u>	\$ <u>\$6,500.00</u>	Status <u>_____</u>

Contact Person, address, and phone: Debby Lancaster, 8805 W. Sarr St., Columbia, MO 65203  
(573) 445-4155 or Wk: (573) 447-5095

Please return to the Boone County Public Works Department—Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by July 31, 2004.

Please DO NOT send or drop-off to any other office or location.



**Boone County Revenue Sharing Application**

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Village of Huntsdale

City/County Proposed Project for 2006 Continued Drainage work and additional culverts

Total Estimated Cost of 2006 Project \$10,000.00

Amount of Revenue Sharing Money Needed to Complete 2006 Project \$10,000.00

Explanation for the request and resulting improvement Re-grading the current roadside ditches and installing new cluverts. Completing the project from the following year.

Other Funding Sources Available None at this time.

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>2006</u>	<u>\$ 10,000.00</u>	Status <u>_____</u>
Year 2	<u>2007</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 3	<u>2008</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 4	<u>2009</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>
Year 5	<u>2010</u>	<u>\$ 7,000.00</u>	Status <u>_____</u>

Contact Person, address, and phone: Debby Lancaster  
8805 W. Sarr St.  
Columbia, MO 65203 573-445-4155  
573-447-5095

Please return to the Boone County Public Works Department--Design and Construction Division, 6661 Highway 43 South, Columbia, Missouri 65201 by June 30, 2005.

Please DO NOT send or drop-off to any other office or location.

### Boone County Revenue Sharing Application

Revenue Sharing, funded by Proposition 2, November 1997, was developed to provide resources to Cities within Boone County and the Centralia Special Road District (CSR D) to fund mutually beneficial City/County shared road and bridge public improvement projects. The County Commission annually determines the amount to be appropriated for Revenue Sharing.

Name of County Entity Village of Huntsdale

City/County Proposed Project for 2007 Boone

Total Estimated Cost of 2007 Project \$8000.00

Amount of Revenue Sharing Money Needed to Complete 2007 Project \$8000.00

Explanation for the request and resulting improvement To complete the culvert and ditch repair on remaining streets. This will help alleviate the standing water issues. We would also request minimum of the funds for snow removal and safety signs (stop & turn) plus reflectors for the new ditches along Railroad St.  
Other Funding Sources Available None at this time

List or Attach 5 Year Long Range Plan and Estimated Financial Need:

Year 1	<u>2007</u>	<u>\$ 6000.00</u>	Status <u>_____</u>
Year 2	<u>2008</u>	<u>\$ 6000.00</u>	Status <u>_____</u>
Year 3	<u>2009</u>	<u>\$ 6000.00</u>	Status <u>_____</u>
Year 4	<u>2010</u>	<u>\$ 6000.00</u>	Status <u>_____</u>
Year 5	<u>2011</u>	<u>\$ 6000.00</u>	Status <u>_____</u>

Contact Person, address, and phone: Debby Lancaster  
8805 W. Sarr St. 573-445-4155  
Columbia, MO 65203

dlancaster000@centurytel.net  
Please return to the Boone County Public Works Department—Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65203 by June 30, 2006.

Please DO NOT send or drop-off to any other office or location.

ENCUMBRANCE - PURCHASE ORDER  
 BOONE COUNTY, MISSOURI  
 GOVERNMENT CENTER  
 801 E. WALNUT  
 COLUMBIA MO 65201

**2004-000124**

DATE: 3/16/2004

VENDOR NUMBER: CITY OF HUNTSDALE  
 10264 8803 W. TUTTLE AVE.  
 COLUMBIA, MO 65203

DELIVER TO: PW-DESIGN & CONSTRUCTION SPECIAL INSTRUCTIONS:  
 2049 CHERI SAPP  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

BILL TO: PW-DESIGN & CONSTRUCTION  
 2049 CHERI SAPP  
 5551 HIGHWAY 63 SOUTH  
 COLUMBIA, MO 65201-0000  
 (573)-449-8515

QTY	DESCRIPTION	LOT	UNIT PRICE	AMOUNT
1	2004 REVENUE SHARING		11,500.0000	\$ 11,500.00
	2049 PW-ADMINISTRATION			
	71450 REVENUE SHARING			
			<b>TOTAL AMOUNT:</b>	<b>\$ 11,500.00</b>

5/24/2005 Pay - Leave open. \$ 4,875.00

7/21/2006 Pay - Leave open. \$ 2,379.33

Spent	Remaining
\$ 7,254.33	\$ 4,245.67

\*\*PAYMENT AUTHORIZED BY: \_\_\_\_\_\*\*  
 \*\* DEPARTMENT COPY - ATTACH INVOICE(S) AND RETURN TO AUDITOR'S OFFICE FOR PAYMENT \*\*  
 AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

Entity	Bone County Public works Description	Revenue Sharing Report	Open Purchase Orders Total Amount	Total Spent	Total Remaining
CITY OF ASHLAND	2004 REVENUE SHARING	E. Liberty Lane	\$ 45,000.00	\$ 45,000.00	
CITY OF ASHLAND	2005 REVENUE SHARING	E. Liberty Lane	\$ 100,000.00	\$ 100,000.00	
CITY OF ASHLAND	2006 REVENUE SHARING	Henry Clay/Liberty Lane	\$ 67,500.00	\$ -	\$ 67,500.00
CITY OF ASHLAND	2007 REVENUE SHARING	Perry Ave Ext-Y to Ashley	\$ 80,000.00	\$ -	\$ 80,000.00
<b>CITY OF ASHLAND Total</b>					<b>\$ 272,500.00</b>
CITY OF CENTRALIA	2003 REVENUE SHARING	Singleton Street	\$ 84,035.00	\$ -	\$ 84,035.00
CITY OF CENTRALIA	2004 REVENUE SHARING	Singleton Street	\$ 88,333.00	\$ -	\$ 88,333.00
CITY OF CENTRALIA	2005 REVENUE SHARING	Randolph Street, Phase I	\$ 80,000.00	\$ -	\$ 80,000.00
CITY OF CENTRALIA	2006 REVENUE SHARING	Randolph Street, Phase 2	\$ 80,000.00	\$ -	\$ 80,000.00
CITY OF CENTRALIA	2007 REVENUE SHARING	Boothe Street, Phase I	\$ 80,000.00	\$ -	\$ 80,000.00
<b>CITY OF CENTRALIA Total</b>					<b>\$ 412,368.00</b>
CENTRALIA SPECIAL ROAD DISTRICT	2006 REVENUE SHARING	Paving - Union Ch, Ball, Drew Rd	\$ 80,000.00	\$ 80,000.00	
CENTRALIA SPECIAL ROAD DISTRICT	2007 REVENUE SHARING	Pave 1/2 mi. Rangeline, Gano Chance-Aud Rd 912 & overlay 1.1 mi. Ball Rd	\$ 80,000.00	\$ -	\$ 80,000.00
<b>CENTRALIA SPECIAL ROAD DISTRICT Total</b>					<b>\$ 160,000.00</b>
CITY OF COLUMBIA	2004 REVENUE SHARING	Chapel Hill Road	\$ 292,500.00	\$ -	\$ 292,500.00
CITY OF COLUMBIA	2005 REVENUE SHARING	Chapel Hill Road	\$ 308,300.00	\$ -	\$ 308,300.00
CITY OF COLUMBIA	2006 REVENUE SHARING	Chapel Hill Road	\$ 300,000.00	\$ -	\$ 300,000.00
CITY OF COLUMBIA	2007 REVENUE SHARING	Clark Ln-PP to St Charles	\$ 300,000.00	\$ -	\$ 300,000.00
<b>CITY OF COLUMBIA Total</b>					<b>\$ 1,200,800.00</b>
CITY OF HALLSVILLE	2002 REVENUE SHARING	Rt B, 4 Way	\$ 25,000.00	\$ 6,250.00	\$ 18,750.00
CITY OF HALLSVILLE	2005 REVENUE SHARING	Meadow Lane/Elizabeth St	\$ 60,000.00	\$ 47,592.00	\$ 12,408.00
CITY OF HALLSVILLE	2006 REVENUE SHARING	Culvert Replacements	\$ 65,000.00	\$ -	\$ 65,000.00
CITY OF HALLSVILLE	2007 REVENUE SHARING	Culvert Replacements	\$ 80,000.00	\$ -	\$ 80,000.00
<b>CITY OF HALLSVILLE Total</b>					<b>\$ 176,158.00</b>
CITY OF HARRISBURG	2004 REVENUE SHARING	D.C. Lane/Craigview	\$ 19,000.00	\$ 4,369.80	\$ 14,630.20
CITY OF HARRISBURG	2005 REVENUE SHARING	D.C. Lane	\$ 29,950.00	\$ -	\$ 29,950.00
CITY OF HARRISBURG	2006 REVENUE SHARING	D.C. Lane/Craigview	\$ 18,000.00	\$ -	\$ 18,000.00
CITY OF HARRISBURG	2007 REVENUE SHARING	Pave existing gravel / maintain existing paved	\$ 37,488.00	\$ -	\$ 37,488.00
<b>CITY OF HARRISBURG Total</b>					<b>\$ 100,068.20</b>
CITY OF HARTSBURG	2001 REVENUE SHARING	1st St/Bush Landing	\$ 25,000.00	\$ 12,505.00	\$ 12,495.00
CITY OF HARTSBURG	2002 REVENUE SHARING	1st St/Bush Landing	\$ 22,000.00	\$ 5,500.00	\$ 16,500.00
CITY OF HARTSBURG	2003 REVENUE SHARING	1st/2nd Street Alley	\$ 20,000.00	\$ 6,767.75	\$ 13,232.25
CITY OF HARTSBURG	2004 REVENUE SHARING	3 Retaining Walls / Culverts	\$ 20,700.00	\$ -	\$ 20,700.00
<b>CITY OF HARTSBURG Total</b>					<b>\$ 62,927.25</b>
CITY OF HUNTSDALE	2004 REVENUE SHARING	Storm Water Study	\$ 11,500.00	\$ 7,254.33	\$ 4,245.67
CITY OF HUNTSDALE	2005 REVENUE SHARING	Culvert Repair	\$ 7,000.00	\$ -	\$ 7,000.00
CITY OF HUNTSDALE	2006 REVENUE SHARING	Drainage Work/Culverts	\$ 10,000.00	\$ -	\$ 10,000.00
CITY OF HUNTSDALE	2007 REVENUE SHARING	Complete culvert/drainage	\$ 8,000.00	\$ -	\$ 8,000.00
<b>CITY OF HUNTSDALE Total</b>					<b>\$ 29,245.67</b>
CITY OF McBAINE	2006 REVENUE SHARING	Main Street	\$ 7,000.00	\$ -	\$ 7,000.00
CITY OF McBAINE	2007 REVENUE SHARING	Pave Main Street	\$ 4,000.00	\$ -	\$ 4,000.00
<b>CITY OF McBAINE Total</b>					<b>\$ 11,000.00</b>
CITY OF PIERPONT	2006 REVENUE SHARING	Road Maintenance & Snow Removal	\$ 2,500.00	\$ -	\$ 2,500.00
CITY OF PIERPONT	2007 REVENUE SHARING	Road Maintenance & Snow Removal	\$ 2,500.00	\$ -	\$ 2,500.00
<b>CITY OF PIERPONT Total</b>					<b>\$ 5,000.00</b>
CITY OF ROCHEPORT	2004 REVENUE SHARING	Gaw, Water, Pike Streets	\$ 29,400.00	\$ -	\$ 29,400.00
CITY OF ROCHEPORT	2006 REVENUE SHARING	First Street	\$ 33,300.00	\$ -	\$ 33,300.00
CITY OF ROCHEPORT	2007 REVENUE SHARING	Pave 1st St-Pike to Clark	\$ 33,713.00	\$ -	\$ 33,713.00
<b>CITY OF ROCHEPORT Total</b>					<b>\$ 96,413.00</b>
CITY OF STURGEON	2006 REVENUE SHARING	Chip/Seal Project & Culverts	\$ 28,177.00	\$ -	\$ 28,177.00
CITY OF STURGEON	2007 REVENUE SHARING	Replace 2 culverts-Hick St	\$ 17,130.00	\$ -	\$ 17,130.00
<b>CITY OF STURGEON Total</b>					<b>\$ 45,307.00</b>
<b>GRAND TOTAL</b>					<b>\$ 2,366,787.12</b>

\*\*\*\*June 30, 2006 Village of Huntsdale submitted request for payment of \$2,379.33 for storm water project survey & report - payment being held for receipt of required documentation\*\*\*\*

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

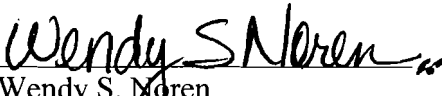
In the County Commission of said county, on the 10<sup>th</sup> day of October 20 06

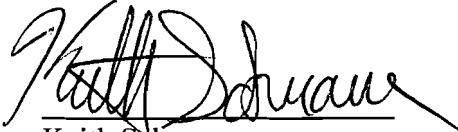
the following, among other proceedings, were had, viz:

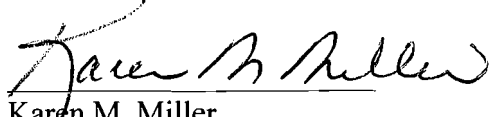
Now on this day the Boone County Commission does hereby deny the request by the Tapestry Group to authorize the issuance of \$7.520M in Industrial Development Bonds for the purchase of the assisted Living facility known as Candlelight Lodge.


Done this 10<sup>th</sup> day of October, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 10<sup>th</sup> day of October 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize Mid-Missouri Chapter of Global Action to Prevent War the use of the Chambers on October 24, 2006 between 6:45 p.m. and 9:00 p.m. for a business meeting. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 10<sup>th</sup> day of October, 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

708-2006

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Business Meeting

Date(s) of Use: October 24, 2006

Time of Use: From: 6:45 a.m. (p.m.) thru 9:00 a.m. (p.m.)

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Mid-Missouri Chapter of Global Action to Prevent War

Organization Representative/Title: Bill Wickersham, president

Address/Phone Number: 3632 Augusta Drive, Columbia, MO 65203. 817-1512

Date of Application: October 5, 2006 (50130 STATUS)

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. More  
County Clerk

Keith Schnarre  
County Commissioner