

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

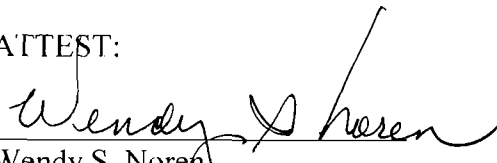
In the County Commission of said county, on the 6th day of November 20 12

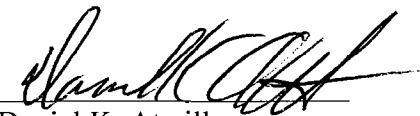
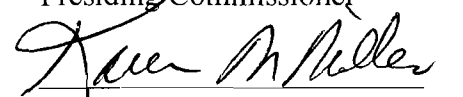
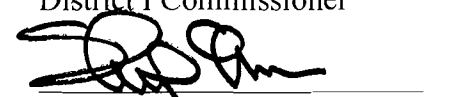
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One of the Depository Agreement between the County of Boone, Missouri and Boone County National Bank. The terms of this agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 6th day of November, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Commission Order: _____

**CONTRACT AMENDMENT NUMBER ONE
DEPOSITORY AGREEMENT**

NOW ON THIS ____ day of _____, 2012, the Depository Agreement effective September 1, 2011, made by and between the **County of Boone, Missouri** and **Boone County National Bank** of Columbia, Missouri, approved by Commission Order 140-2012, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Amend** the Terms and Conditions Section 1.4.3 to read as follows:

1.4.3. Three (3) interest bearing checking accounts shall be maintained upon which deposits will be maintained and checks will be drawn. ACH debits and credits may be drawn on these accounts. Incoming and outgoing wire transfers may also be processed through these accounts. These three (3) accounts shall be referred to as follows: **Tax Impoundment Account; Collector Installment Account; and the Collector Surtax Account.**

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

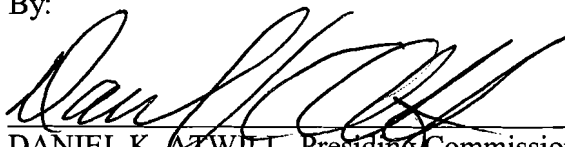
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

COUNTY OF BOONE, MISSOURI

BOONE COUNTY NATIONAL BANK

By:

By:

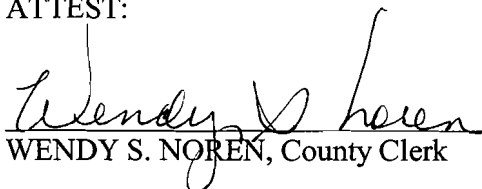


DANIEL K. ATWILL, Presiding Commissioner



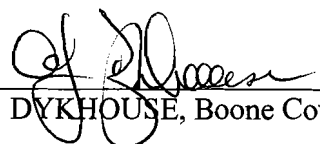
JUDY STARR, Executive Vice President
and CFO

ATTEST:



WENDY S. NOREN, County Clerk *DKB*

APPROVED AS TO FORM:



C.J. DYKHOUSE, Boone County Counselor

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STATE OF MISSOURI }
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October Session of the October Adjourned

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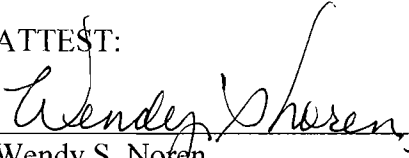
In the County Commission of said county, on the 6th day of November 20 12

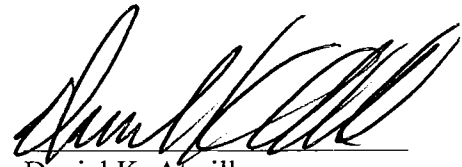
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 50-25SEP12-Hoses and Fittings Term and Supply to John Henry Foster Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 6th day of November 2012.

ATTEST:


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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: October 30, 2012
RE: 50-25SEP12 – Hoses and Fittings Term and Supply

50-25SEP12 – Hoses and Fittings Term and Supply opened on September 25, 2012. Three bids were received and Public Works recommends award by low bid to John Henry Foster Company.

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 60200 – Equipment Repairs / Maintenance.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION
50-25SEP12 - HOSES & FITTINGS TERM & SUPPLY

		John Henry Foster	Applied Industrial Technologies	Superior Industrial Supply
4.8.1.	Hoses, Fittings _____% Discount off Catalog Price	76.20%	75.00%	0.00%
4.8.2.	Hydraulic Valves _____% Discount off Catalog Price	76.20%	0.00%	0.00%
4.8.3.	Hydraulic Couplers / Nipples _____ % Discount off Catalog Price	76.20%	37.50%	0.00%
4.8.7.	Minimum Order Quantity			
	Hoses	0	0	0
	Fittings	0	0	0
	Hydraulic Valves	0	0	0
	Hydraulic Couplers / Nipples	0	0	0
4.8.8.	Return Policy	NA	NA	NA
4.8.9.	Co-op?	Y	Y	Y
	Catalog/Price Sheets Submitted w/Bid	Y	Y	Y
	Addendum #1 Acknowledgement	N	N	Y

No Bids

Missouri Power Transmission

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

THIS AGREEMENT dated the 6TH day of NOVEMBER 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Henry Foster Company**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Hoses and Fittings Term and Supply**, bid number **50-25SEP12**, any applicable addenda, and the Contractor's bid response dated **September 23, 2012** and executed by **Stacy Brockman** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be beginning on **January 1, 2013** and continuing through **December 31, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

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. Delivery - All deliveries shall be made FOB Destination, Inside Delivery with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: **Boone County Public Works; 5551 Highway 63 South, Columbia, MO 65201**. Contractor agrees to deliver the items as specified within 72 hours after receipt of order.

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 correct monthly statements 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:

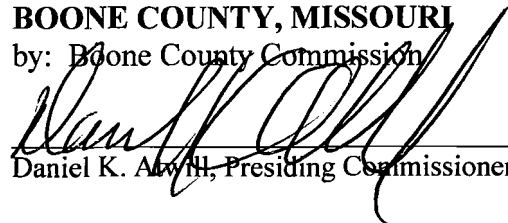
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

JOHN HENRY FOSTER COMPANY

by Steve Brodman
 title VMI Sales
 address 4700 LeBourget Dr
St. Louis, Mo 63134

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwell, Presiding Commissioner

APPROVED AS TO FORM:

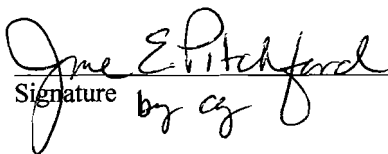

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk DRB

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.)


 Signature by aj

10/30/12
 Date

2040/60200 Term & Supply
No Encumbrance Required
 Appropriation Account

4.	Response Form
4.1.	Company Name: <u>John Henry Foster</u>
4.2.	Address: <u>4700 Le Bourget Dr</u>
4.3.	City/Zip: <u>St. Louis, Mo 63134</u>
4.4.	Phone Number: <u>800-444-0522</u>
4.5.	Fax Number: <u>314-874-0947</u>
4.6.	E-Mail Address: <u>Sbrockmen@JHF.com</u>
4.7.	Federal Tax ID: <u>43-1306476</u>
4.7.1.	<input checked="" type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership - Name _____
	<input type="checkbox"/> Individual/Proprietorship - Individual Name _____
	<input type="checkbox"/> Other (Specify) _____
4.8.	PERCENTAGE DISCOUNT FROM CATALOG PRICING:
4.8.1.	HOSES & FITTINGS: <u>76.2</u> % DISCOUNT
4.8.2.	HYDRAULIC VALVES: <u>76.2</u> % DISCOUNT
4.8.3.	HYDRAULIC COUPLERS/NIPPLES: <u>76.2</u> % DISCOUNT
4.8.4.	<u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.8.5.	Authorized Representative (Sign By Hand): <u>Stacy Brockman VME Sales</u> Date: <u>9/23/2012</u>
4.8.6.	Print Name and Title of Authorized Representative <u>Stacy Brock</u> Date: <u>9/23/2012</u>
4.8.7.	If applicable, vendor must indicate the minimum order quantity below for each category: Hoses: <u>No Minimum</u> Fittings: <u>No Minimum</u> Hydraulic Valves: <u>No Minimum</u>
4.8.8.	Describe Return Policy if Different from Requirements Stated in Bid:

4.8.9.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



John Henry Foster

pneumatic and hydraulic equipment



4700 LeBourget Drive
Saint Louis, MO 63134-0820

(314) 427-0600
Fax: 1-800-444-3502

Fax: (314) 427-3502
Fax: 1-800-444-3502

www.jhf.com
sales@jhf.com

Customer:

BOONE COUNTY PUBLIC WORKS
ATTN:
5551 HWY 63 S
COLUMBIA, MO 652019707

QUOTE: SDB-09242012
Date: 9/24/2012
Terms: Net 20 Days
F.O.B.: Point of Shipment
Freight: Not Included
Delivery:

SUBJECT:

Item	Qty	Part Number	Description	Price	Amount
1	1	04U-104	U SERIES, MALE RIGID CRIMP END 1/4" HOSE TO 1/4" PIPE	\$ 2.88	\$ 2.88
2	1	04U-504	U SERIES, SAE 37 JIC MALE RIGID 1/4" I.D. HOSE TO 1/4" TUBE	\$ 3.47	\$ 3.47
3	1	04U-505	U SERIES, SAE 37 JIC MALE RIGID 1/4" I.D. HOSE TO 5/16" TUBE	\$ 3.53	\$ 3.53
4	1	04U-604	U SERIES, SAE37 & SAE45 FEMALE SWIVEL, 1/4 HOSE TO 1/4 TUBE	\$ 3.42	\$ 3.42
5	1	04U-605	U SERIES, SAE37 & SAE45 FEMALE SWIVEL, 1/4 HOSE TO 5/16 TUBE	\$ 3.43	\$ 3.43
6	1	04U-606	U SERIES, SAE 37 FEMALE SWIVEL	\$ 3.47	\$ 3.47
7	1	06U-106	U SERIES, MALE RIGID CRIMP END 3/8" I.D. HOSE TO 3/8" PIPE	\$ 3.24	\$ 3.24
8	1	06U-506	U SERIES, SAE 37 JIC MALE RIGID 3/8" I.D. HOSE TO 3/8" JIC	\$ 3.79	\$ 3.79
9	1	06U-606	U SERIES, SAE 37 FEMALE SWIVEL	\$ 3.99	\$ 3.99
10	1	06U-608	U SERIES, SAE37 & SAE45 FEMALE 3/8" I.D. HOSE TO 1/2" TUBE	\$ 3.99	\$ 3.99
11	1	06U-S66	U SERIES, FOR-SEAL FEMALE SWIVEL, 3/8 ID HOSE X 3/8 TUBE	\$ 6.70	\$ 6.70
12	1	08U-106	U SERIES, MALE RIGID CRIMP END 1/2" HOSE TO 3/8" PIPE	\$ 3.58	\$ 3.58
13	1	08U-108	U SERIES, MALE RIGID CRIMP END 1/2" HOSE TO 1/2" PIPE	\$ 3.66	\$ 3.66
14	1	08U-510	U SERIES, SAE 37 JIC MALE RIGID 1/2" I.D. HOSE TO 5/8" TUBE	\$ 4.88	\$ 4.88
15	1	08U-608	U SERIES, SAE37 & SAE45 FEMALE 1/2" I.D. HOSE TO 1/2" TUBE	\$ 5.22	\$ 5.22
16	1	08U-668	SAE JIC FEMALE SWIVEL 90 TUBE ELBOW, 1/2" HOSE TO 1/2" TUBE	\$ 10.60	\$ 10.60
17	1	10U-512	U SERIES, SAE 37 JIC MALE RIGID 5/8" I.D. HOSE TO 3/4" TUBE	\$ 8.13	\$ 8.13
18	1	10U-612	U SERIES, SAE 37 FEMALE SWIVEL	\$ 8.56	\$ 8.56
19	1	12U-112	U SERIES, MALE RIGID CRIMP END 3/4" I.D. HOSE TO 3/4" PIPE	\$ 6.61	\$ 6.61
20	1	12U-612	U SERIES, SAE 37 FEMALE SWIVEL	\$ 8.56	\$ 8.56
21	1	12U-672	JIC 37 FEMALE SWIVEL 90 TUBE ELBOW, 3/4" HOSE TO 3/4" TUBE	\$ 18.00	\$ 18.00
22	1	16U-616	U SERIES, SAE 37 FEMALE SWIVEL	\$ 12.69	\$ 12.69



John Henry Foster

pneumatic and hydraulic equipment



4700 LeBourget Drive
Saint Louis, MO 63134-0820

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www.jhf.com
sales@jhf.com

Customer:

BOONE COUNTY PUBLIC WORKS
ATTN:
5551 HWY 63 S
COLUMBIA, MO 652019707

QUOTE: SDB-09242012
Date: 9/24/2012
Terms: Net 20 Days
F.O.B.: Point of Shipment
Freight: Not Included
Delivery:

SUBJECT:

Item	Qty	Part Number	Description	Price	Amount
23	1	16U-G80	SPLIT FLANGE 90 TUBE ELBOW 1" I.D. HOSE TO 1-1/4" FLANGE	\$ 30.83	\$ 30.83
24	1	33808P-106	338"P", MALE PIPE RIGID 1/2" I.D. HOSE TO 3/8" PIPE	\$ 3.05	\$ 3.05
25	1	33808P-Y76	338"P", AIR BRAKE SWIVEL 1/2" I.D. HOSE TO 3/8" ABS	\$ 6.70	\$ 6.70
26	1	H24504-250R	H245, HIGH PRESSURE HYD HOSE 1/4" ID X 17/32" OD, 250 FT.	\$ 1.91	\$ 1.91
27	1	H24506-250R	H245, HIGH PRESSURE HYD HOSE 3/8" ID X 11/16" OD, 250 FT.	\$ 2.21	\$ 2.21
28	1	H24508-250R	H245, HIGH PRESSURE HYD HOSE 1/2" ID X 13/16" OD, 250 FT.	\$ 2.52	\$ 2.52
29	1	H24510-250R	H245, HIGH PRESSURE HYD HOSE 5/8" ID X 15/16" OD, 250 FT.	\$ 3.07	\$ 3.07
30	1	H24512-250R	H245, HIGH PRESSURE HYD HOSE 3/4" ID X 1-3/32" OD, 250 FT.	\$ 4.00	\$ 4.00
31	1	H24516-250R	H245, HIGH PRESSURE HYD HOSE 1" ID X 1-13/32" OD, 250 FT.	\$ 5.63	\$ 5.63
32	1	H2S/S	FHK SERIES SOCKET, STAINLESS 1/4" FEMALE	\$ 25.74	\$ 25.74
33	1	H3S/S	FHK SERIES SOCKET, STAINLESS 3/8" FEMALE	\$ 34.13	\$ 34.13
34	1	H4S/S	FHK SERIES SOCKET, STAINLESS 1/2" FEMALE	\$ 56.68	\$ 56.68
35	1	H6S/S	FHK SERIES SOCKET, STAINLESS 3/4" FEMALE	\$ 93.15	\$ 93.15
36	1	H8S/S	FHK SERIES SOCKET, STAINLESS 1" FEMALE	\$ 137.87	\$ 137.87
37	1	K2S/S	FHK SERIES PLUG, STAINLESS 1/4" FEMALE	\$ 9.43	\$ 9.43
38	1	K3S/S	FHK SERIES PLUG, STAINLESS 3/8" FEMALE	\$ 15.41	\$ 15.41
39	1	K4S/S	FHK SERIES PLUG, STAINLESS 1/2" FEMALE	\$ 25.94	\$ 25.94
40	1	K6S/S	FHK SERIES PLUG, STAINLESS 3/4" FEMALE	\$ 38.68	\$ 38.68
41	1	K8S/S	FHK SERIES PLUG, STAINLESS 1" FEMALE	\$ 66.24	\$ 66.24
				Total:	\$ 695.59



BOONE COUNTY, MISSOURI
Request for Bid #: 50-25SEP12 – Hoses and Fittings Term and Supply

ADDENDUM #1 - Issued September 19, 2012

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

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

The county received the following questions and is providing a response below:

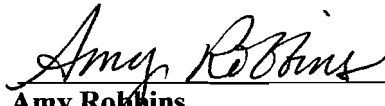
- 1.) **Question:** We use a two or three letter prefix before the Weatherhead part number in our software system. Is there somewhere that I should show our part number so that you can readily review the quoted price for these items?

Response: Having additional numbers/letters in the number is not a problem.

- 2.) **Question:** I read where the the majority of the valves/couplers purchased are Sauer Danfoss. We supply couplers from Parker Hannifin Corporation predominately, and we use Parker Hannifan part numbers. How do I get these parts pre-approved by the Boone County Shop Superintendent?

Response: The couplers listed in the bid are all Stainless steel and they are listed with John Henry Parker part numbers. We use 1/4", 3/8", 1/2", 3/4", and 1" couplers. Virtually every piece of equipment and truck that we have utilizes the fittings. We would need to be able to make sure #1 that they are Stainless steel and #2 they work with our existing couplers. The vendor would need to contact us at 573-449-8515 and speak to Rickey Harvey or one of the mechanics to set up a time to come out and bring a couple of sample couplers to try on the equipment.

By:



Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **50-25SEP12 – Hoses and Fittings Term and Supply**, receipt of which is hereby acknowledged:

Company Name: John Henry Foster

Address: 4700 LeBourget Dr St. Louis, Mo 63134

Phone Number: 573-355-0623 Fax Number: 314-874-0947

Authorized Representative Signature: Stacy Brock Date: 10-30-12

Authorized Representative Printed Name: Stacy Brockman



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **50-25SEP12**
Commodity Title: **Hoses and Fittings Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, SEPTEMBER 25, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **TUESDAY, SEPTEMBER 25, 2012**
Time: **1:30 P.M.**
Location / Address: Boone County Annex Building Conference Room
613 E. Ash Street
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
"No Bid Response" Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from January 1, 2013 through December 31, 2013, and may be automatically renewed for an additional four (4) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of various **Hoses and Fittings** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$10,000.00 will be expended for hoses and fittings from the FY 2013 budget. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2013 through December 31, 2013**. This contract is subject to **renew annually for four (4) additional one (1) year periods** following expiration of the first contract period. The percentage over cost identified on the Response Form shall remain fixed for the original contract period and each subsequent renewal period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **Standard Hoses and Fittings** – The list below identifies some of the most commonly ordered hoses and fittings for Boone County. The County’s purchases will not be limited to this list.

FITTINGS

- 04U-104
- 04U-504
- 04U-505
- 04U-604
- 04U-605
- 04U-606
- 06U-106
- 06U-506
- 06U-606
- 06U-608
- 06U-S66
- 08U-106
- 08U-108
- 08U-510
- 08U-608
- 08U-668
- 10U-512
- 10U-612
- 12U-112
- 12U-612
- 12U-672
- 16U-616
- 16U-G80

FITTINGS

- 33808P-106
- 33808P-Y76

HOSES

- H24504
- H24506
- H24508
- H24510
- H24512
- H24516

HYDRAULIC COUPLERS/NIPPLES

- H2 S/S
- H3
- H4
- H6
- H8
- K2 S/S
- K3
- K4
- K6
- K8

- 2.5.1. The majority of orders for the County will be for Weatherhead fittings and hoses. The contractor must be able to supply Weatherhead fittings and hoses. Compatible hoses and fittings will **NOT** be accepted.
- 2.5.2. The County also intends to purchase various hydraulic valves as a part of this contract. The majority of these valves are Sauer Danfoss brand.
- 2.6. **Percentage Mark Up Items** – Bidder must state the percentage discount off catalog pricing for all hoses, fittings, and hydraulic valves on the *Response Page*. The percentage discount stated on the *Response Page* shall remain firm for the duration of the contract and will apply to all parts sold to the County.
 - 2.6.1. The contractor must supply a current catalog to the County on a yearly basis. If the contractor does not publish a catalog of parts, the contractor must supply yearly price sheets for all hoses, fittings, and hydraulic valves. When the manufacturer’s price list changes the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to the Greg Edington, Boone County Public Works, 5551 Hwy 63 S., Columbia, MO 65201.
 - 2.6.2. In addition to the pricing offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs.
 - 2.6.3. It will be the Contractor’s responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.6.4. The percentage discount offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.6.5. During the contract period, Contractor catalog prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of “equal or better” is to be determined at the sole discretion of the county staff.
- 2.8. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.9. **Warranty** – The Contractor shall furnish factory warranties on all parts provided against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.10. **The following submittals shall be included with Bidder’s response:**
 - a) A current catalog or price sheets for all hoses, fittings, and hydraulic valves. Failure to submit price sheets may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
- 2.11. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or email: arobbins@boonecountymo.org.
- 2.12. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201. Due to Boone County Public Works inventory constraints, all orders shall be delivered within 72 hours after the order is placed.
- 2.13. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified

as current County employees.

- 2.14. **PAYMENT TERMS** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
- 2.15. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.16. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at 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** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage discount stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
 - 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.

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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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 may 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 or e-mail will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 50-25SEP12 - Hoses, Fittings, and Hydraulic Valves Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Search Results

Current Search Terms: john* henry* foster*

Your search for "John* Henry* Foster*" returned the following results...

Entity	JOHN HENRY FOSTER MINNESOTA, INC.	Status:	Active
DUNS:	139251094 +4:	CAGE Code:	0WTX0
Has Active Exclusion?:	No	DoDAAC:	
Entity	JOHN HENRY FOSTER COMPANY OF ST. LOUIS, INC.	Status:	Active
DUNS:	121757223 +4:	CAGE Code:	57824
Has Active Exclusion?:	No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.237.20120924-2227

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



534 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20

12

County of Boone

In the County Commission of said county, on the

6th

day of

November

20

12

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

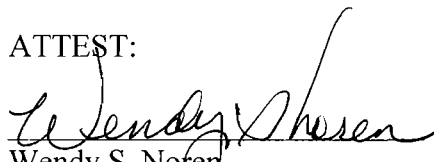
Now on this day the County Commission of the County of Boone does hereby approve the Boone County Road and Bridge Improvement/Repair Cooperative Agreement, Approved Application-Based Project with the City of Sturgeon.

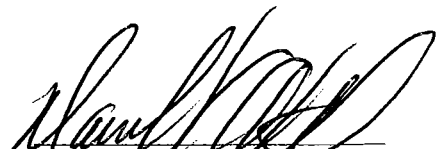
The County Commission further established the timing of the payment noted in section 5 of said agreement.

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

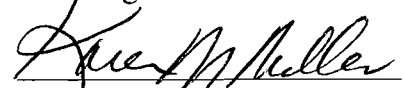
Done this 6th day of November, 2012.

ATTEST:

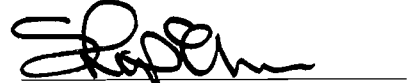

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 6th day of November, 2012, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has filed a funding application with the County requesting funding for a road and/or bridge repair or improvement project; and

WHEREAS, County has approved a portion of the City's Application for funding of the contemplated project(s); and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of Fourteen Thousand Seven Hundred Four Dollars (\$14,704.00) for use in the completion of the road improvement and/or repair project specified in the City's Application for the County fiscal year in

which this agreement is entered, said Application being incorporated herein by reference. This is to fund a portion of the City of Sturgeon's 2012 Chip and Seal project.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Application for funding which is incorporated into this Agreement.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payment of the full amount under this Agreement shall be made within thirty (30) days of the County Commission approving the same. It is specifically agreed that the funds paid under this Agreement may be held by City and used by City to pay costs incurred for the project contemplated in the incorporated application during FY2013, and that City may apply for additional funding from County during FY2013.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.
10. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved, Application-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.

12. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
13. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
14. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
15. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]

BOONE COUNTY

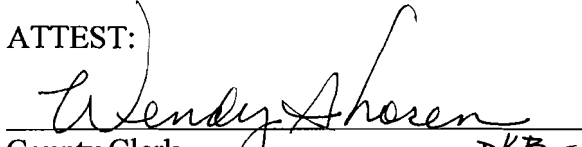
By:



Presiding Commissioner

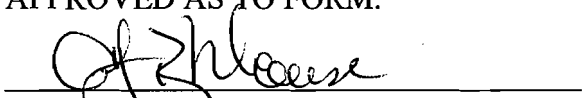
Date: November 6, 2012

ATTEST:



County Clerk DKB

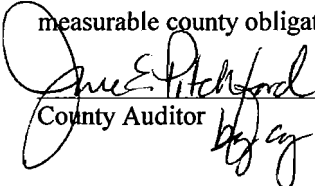
APPROVED AS TO FORM:



County Attorney

Boone County Auditor Certification:

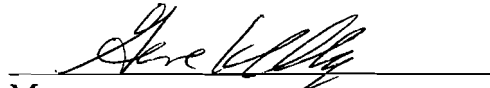
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract.
(Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)



County Auditor 10/29/12
Date
2049-71452

CITY OF STURGEON


By:



Mayor

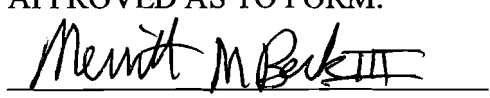
Date: 10/23/2012

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

City of Sturgeon
P.O. Box 387 ~ 303 Station Drive
Sturgeon, Missouri 65284
(573) 687-3321 ~ Fax (573) 687-3474

June 19, 2012

Boone County Resource Management
801 East Walnut- Room 315
Columbia, MO 65201

Dear Kelly,

The City of Sturgeon is planning to chip and seal streets for 2012. The 2012 project will be \$69,194.00 with approval of \$50,194.73 by Boone County Public Works and \$19,000.00 from the city funds.

The City is planning to use Missouri Petroleum again this year. Our prices are locked in at a cost of \$3.07 per square yard.

We are currently on our 5th year of the 5 year plan. We have one year remaining to complete all city streets.

In 2009 box culverts took funding away from the street projects (see attached maps), so we are asking the county to extend the plan for another year.

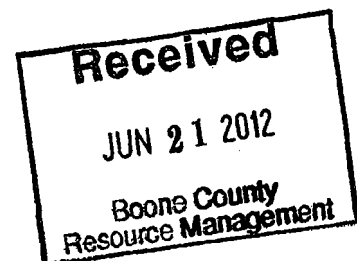
Currently the city has a total of 61 blocks of streets left to resurface. This year's plan is to do 31 blocks with a remaining of 30 blocks for next year.

Thank you for your consideration of our project plans. If you have any questions, please feel free to call me at 573-687-3321.

Sincerely,



John Gingerich
Maintenance Superintendent



~ Mayor: Gene Kelly ~

~ Board of Alderman: Kevin Abrahamson, Shawn Arends, Charles Holland, Andy Perkins ~

Boone County Road & Bridge Project Funding Application

This is intended to serve as the Application for Funding contemplated to be used by Application Entities under the Road Revenue Distribution Policies adopted by the Boone County Commission in Commission Order #294-2011 and Commission Order #264-2012.

Application Year: 2012-2013

Name of Entity: City of Sturgeon

Project Name: Chip & Seal

Explanation of the project and resulting improvement:

Chip & Seal city streets in Sturgeon to maintain & improve surface structure

Total Estimated Cost for Project: \$ 69,194.73

Amount of assistance requested to Complete Project: \$ 50,194.73

Other Funding Sources Available:

1/2 cent sales tax from the city

Will the project be completely funded for the applicable fiscal year? Yes No
If no, please give a brief explanation.

Entity contact Person, address, and day time phone:

John J. Gingerich 573-687-3321 office
303 Station Drive 573-814-3488 cell
Sturgeon MO 65284

Please return to Boone County Resource Management, Attn: Kelle Westcott, 801 E Walnut St. Rm. 315, Columbia, Missouri 65201 by June 29th to be considered for the current fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc.) that will aid in the review of your application.

Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.

CITY OF STURGEON CHIP AND SEAL 2012

SQUARE YARDS

NORTH SIDE OF TOWN

Robinson Drive	East Stone to East Stone	1,878
North Rochford	East Stone to Deadend	346
North Rollins	East Stone to East Smith	1,244
East Harris	North Rollins to deadend	762

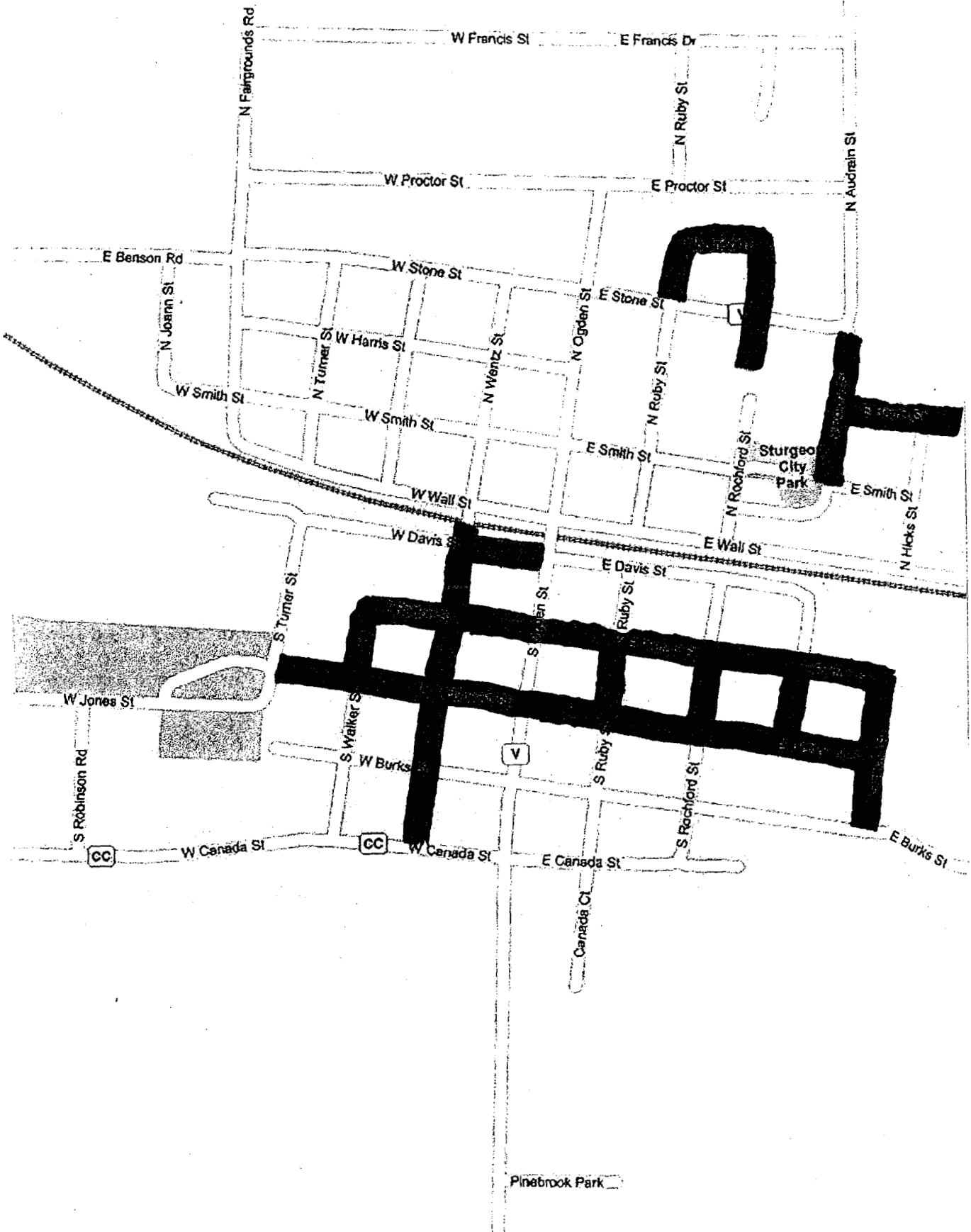
SOUTH SIDE OF TOWN

West Davis	South Wentz to South Orden	784
West Patton	South Walker to South Orden	1,848
East Patton	South Orden to South Hicks	3,453
West McDowell	South Turner to South Orden	2,316
East McDowell	South Orden to South Hicks	3,084
South Walker	West Patton to West McDowell	782
South Wentz	Tracks to West Canada (RT CC)	3,080
South Ruby	East Patton to East McDowell	642
South Rochford	East Patton to East McDowell	570
South Rollins	East Patton to East McDowell	570
South Hicks	East Patton to East Burks	1,180

North Side	4,230 x \$3.07 = \$12,986.10
South Side	18,309 x \$3.07 = \$56,208.63
	\$69,194.73

Sturgeon putting in \$19,000.00
Application Request \$50,194.73

City of Sturgeon



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20

12

County of Boone

In the County Commission of said county, on the

6th

day of

November

20

12

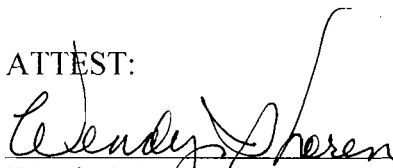
the following, among other proceedings, were had, viz:

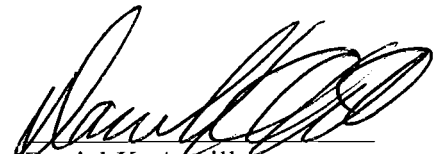
Now on this day the County Commission of the County of Boone does hereby approve the Boone County Road and Bridge Improvement/Repair Cooperative Agreement, Approved Application-Based Project with the Town of Harrisburg.

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

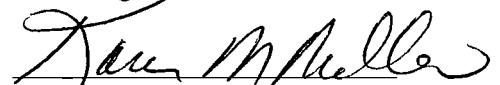
Done this 6th day of November, 2012.

ATTEST:


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


Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner



Skip Elkin

District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED REALLOCATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 6th day of November, 2012, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 463-2011, relating to the annual distribution of sales and property taxes for road and bridge improvement; and

WHEREAS, City has filed a reallocation of funding application with the County requesting to facilitate a final transition from the old "revenue sharing" road revenue distribution policies to the new policies and procedures set out in the Cooperative Agreement approved by Boone County Commission Order 463-2011; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has filed a funding reallocation request with the County requesting funding for a road and/or bridge repair or improvement project be allocated to a different project; and

WHEREAS, County has approved a portion of the City's Reallocation Request for funding of the contemplated project(s); and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Reallocation of Funding from the County to the City as contemplated in City's June 2012 reallocation request and County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 are incorporated into this agreement by reference.

2. **COUNTY AGREEMENTS:**

- a. County will pay to the City the sum of Thirty Thousand Dollars (\$30,000.00) for use in the completion of the road improvement and/or repair project specified in the City's Reallocation request for the County fiscal year in which this agreement is entered, said Reallocation request being incorporated herein by reference. This is to fund a portion of the Town of Harrisburg's overlay of Lohmar Lane.

3. **CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its request to Reallocate funding which is incorporated into this Agreement.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing,

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.

- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.
4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payments made under this Agreement shall be made on no more than a monthly basis in the form of progress payments upon receipt of a Project Progress Report in a form acceptable to County's Resource Management Department. In the event that an award from the County exceeds the City's actual costs in an approved project, any remaining funds shall be retained by, or immediately returned to, the County.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.


10. **TERMINATION.** County may terminate this Agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. In addition, if construction work is not begun during construction season contemplated in the application materials, this Agreement shall automatically terminate and County shall have no further obligations hereunder unless a written extension agreement is entered into and duly-executed by both County and City.
11. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved, Application-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.
12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
13. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
14. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
15. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
16. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]

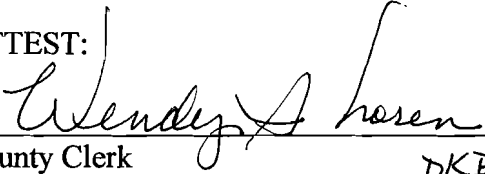
BOONE COUNTY

By:



Presiding Commissioner

Date: 11-6-12

ATTEST:

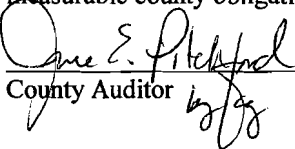

County Clerk DKB

APPROVED AS TO FORM:


County Attorney


Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 10/29/12
County Auditor Date
2649-84200

TOWN OF HARRISBURG

By:

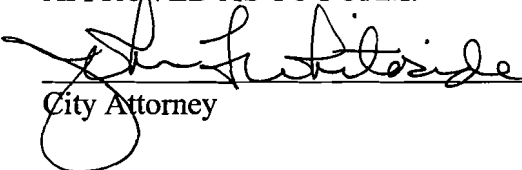

Authorized Town Representative

Date: 10-15-2012

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Boone County Road & Bridge Project Funding Application

This is intended to serve as the Application for Funding contemplated to be used by Application Entities under the Road Revenue Distribution Policies adopted by the Boone County Commission in Commission Order #294-2011 and Commission Order #264-2012.

Application Year: 2012

Name of Entity: Town of Harrisburg

Project Name: Lohmar Lane

Explanation of the project and resulting improvement:

overlay Lohmar Lane due to deteriorating pavement

Total Estimated Cost for Project: \$25,300

Amount of assistance requested to Complete Project: \$30,000 previously committed for Lohmar Lane per Stan Shawver

Other Funding Sources Available:

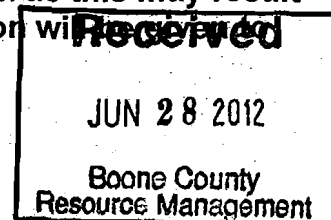
Will the project be completely funded for the applicable fiscal year? Yes No
If no, please give a brief explanation.

Entity contact Person, address, and day time phone:

Kathy Wilhite 573-874-0138
PO Box 97 573-808-0360
Harrisburg, Mo 65256

Please return to Boone County Resource Management, Attn: Kelle Westcott, 801 E Walnut St. Rm. 315, Columbia, Missouri 65201 by June 29th to be considered for the current fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc.) that will aid in the review of your application.

Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.



Proposed 2012 Street Improvements

Lohmar Lane

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Ditch/Shoulder Grading	l.f.	800	7.00	\$5,600
Application of wedge to shape roadway	L.S.			\$5,000
Asphalt Pavement (14'x 450'x 2")	yd ²	700	11.00	\$7,700
Construction Staking	L.S.			\$1,000
Construction Contingency	L.S.			\$2,000
Engineering & Surveying				\$3,000
Construction Observation and Payment Review				\$1,000
SUB-TOTAL				\$25,300

Hughes Road

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Ditch/Shoulder Grading	l.f.	500	7.00	\$3,500
Placement of granular material	Ton	500	20.00	\$10,000
Asphalt Pavement (16'x 1700'x 3")	yd ²	3030	16.50	\$49,995
Construction Staking	L.S.			\$2,000
Construction Contingency	L.S.			\$2,000
Engineering & Surveying				\$4,500
Construction Observation and Payment Review				\$1,500
SUB-TOTAL				\$72,995

Crack Sealing and Maintenance (Wilhite, Drane, Harris, and Wood Streets)

<u>Work Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Crack Sealing	L.S.			\$8,500
Shoulder Repair	L.S.			\$2,500
SUB-TOTAL				\$11,000

~~TOTAL REQUEST FOR 2012~~ **\$109,295**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the

6th

day of November

20 12

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

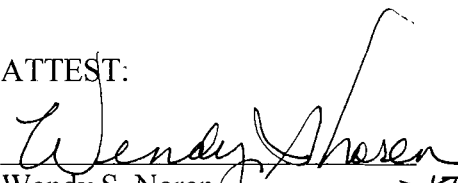
Now on this day the County Commission of the County of Boone does hereby accept the attached Resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants in the not to exceed amount of \$486,225.00 under the Missouri Leveraged State Water Pollution Control Revolving Fund Program for the Manchester Heights Sanitary Sewer Neighborhood Improvement District (NID) (Missouri State Operating Permit (MSOP) Number MO-0081922).


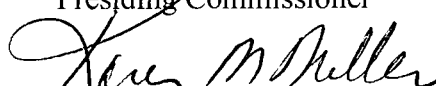

The terms of this agreement are stipulated in the attached agreement.

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

Done this 6th day of November, 2012.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

RESOLUTION OF THE BOONE COUNTY REGIONAL SEWER DISTRICT

NOW on this 6th day of November 2012, the County Commission of the County of Boone met in session and adopted the following resolution:

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants in the not to exceed amount of \$486,225.00 under the Missouri Leveraged State Water Pollution Control Revolving Fund Program for the Manchester Heights Sanitary Sewer Neighborhood Improvement District (NID) (Missouri State Operating Permit (MSOP) Number MO-0081922).

WHEREAS, under the terms of the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by the County Commission of the County of Boone:

1. That Daniel K. Atwill, Presiding Commissioner, be and he is hereby authorized to execute and file an application on behalf of the County Commission of the County of Boone with the Department of Natural Resources for a loan and/or grant to aid in the construction of the Manchester Heights Sanitary Sewer NID (Missouri State Operating Permit (MSOP) Number MO-0087173).

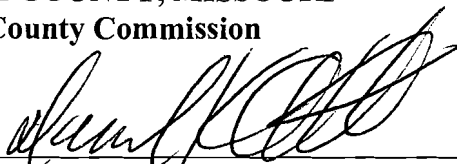
2. That Daniel K. Atwill, Presiding Commissioner, be and he is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

SO RESOLVED the day and year first above written; the Presiding Commissioner and County Clerk of the County Commission being hereby authorized to sign this resolution on behalf of the County Commission of the County of Boone.

BOONE COUNTY, MISSOURI

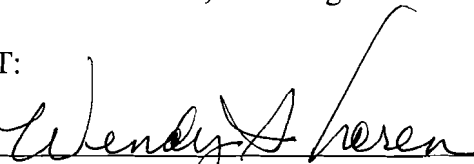
By Its County Commission

By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:

By:


Wendy S. Noren, County Clerk 